

FINDINGS

of the

**LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

under the

TEXAS ECONOMIC DEVELOPMENT ACT

STATE OF TEXAS §

COUNTY OF CAMERON §

On the 9th day of December, 2013, a public meeting of the Board of Trustees (“Board”) of the Los Fresnos Consolidated Independent School District (“District”) was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board took up and considered the Application (“Application”) of Cameron Wind I, LLC (“Applicant”) for a limitation on appraised value on qualified property, pursuant to Chapter 313 of the Texas Tax Code. The Board heard presentations from the District’s administrative staff to advise the Board in this matter.

The Board considered the presentations made at the meeting, the Comptroller's recommendation and the economic impact evaluation and makes the following findings with respect to the Application in accordance with the Texas Economic Development Act, Texas Tax Code Chapter 313, and the Administrative regulations promulgated by the Texas Comptroller of Public Accounts published at 34 Texas Administrative Code Part 1, Chapter 9, Subchapter F:

1. On July 8, 2013 the District received an application for appraised value limitation on qualified property (“Application”) on the form prescribed by the Comptroller from Applicant pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is attached hereto as Exhibit A.
2. The Board acknowledged receipt of the Application, along with the requisite application fee, as established pursuant to Texas Tax Code Section 313.025(a)(1).
3. The Board elected to consider the Application.
4. The Application was delivered to the Texas Comptroller of Public Accounts (“Comptroller”) for review pursuant to Texas Tax Code Section 313.025(b).
5. The Application was reviewed by the Comptroller pursuant to Texas Tax Code Sections 313.025 and 313.026. After review, the Comptroller’s Office, by letter dated November 19,

2013, recommended that the Board approve the Application. A copy of the Comptroller's letter is attached to these findings as Exhibit B.

6. The Texas Comptroller's Office performed an economic impact evaluation pursuant to Texas Tax Code Section 313.025(b). The Board has considered such evaluation. A copy of the economic impact evaluation is attached to these findings as Exhibit C.

7. After receipt of the Application, the District entered into negotiations with Applicant over the specific language to be included in an Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes ("Agreement"), pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The proposed Agreement is attached to these findings as Exhibit D.

8. Findings as to each of the criterion listed in Texas Tax Code Section 313.026:

a. The recommendations of the Comptroller. Texas Tax Code Section 313.026(a)(1).

The Board finds that the Comptroller recommends approval of the Application.

b. The relationship between the Applicant's industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plans of this State as described in the strategic plan for economic development submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Texas Government Code, as that section existed before February 1, 1999. Texas Tax Code Section 313.026(a)(5).

The Board finds that there is a strong and positive relationship between the Applicant's industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plans of the State.

c. The relative level of the Applicant's investment per qualifying job to be created by the Applicant. Texas Tax Code Section 313.026(a)(6).

The Board finds that the Application indicates: (i) the Applicant will provide a total of ten (10) qualifying jobs for the Project, as defined in Texas Tax Code Section 313.021(3), (ii) the anticipated total amount of investment is \$280,695,969, and (iii) the investment per qualifying job is \$28,069,597.

d. The number of qualifying jobs to be created by the Applicant. Texas Tax Code Section 313.026(a)(7).

The Board finds that the Application indicates the Applicant will provide a total of ten (10) qualifying jobs.

e. The wages, salaries, and benefits to be offered by the Applicant to the qualifying job holders. Texas Tax Code Section 313.026(a)(8).

The Board finds that the Application indicates: (i) the qualified jobs provided by the Applicant will pay an average wage of \$719 weekly (\$37,363 annually) and (ii) the qualifying jobholders will be offered benefits comparable with similar positions in the industry including health care insurance, disability insurance, life insurance, paid cell phone, retirement savings, paid vacation and job-related training and professional development programs. The Board further finds that the average wage of \$37,363 annually exceeds the regional manufacturing wage for the Lower Rio Grande Valley Development Council Region of \$33,961 in 2012.

f. The ability of the Applicant to locate or relocate in another state or another region of this state. Texas Tax Code Section 313.026(a)(9).

The Board finds that, based on representations in the Application, the Applicant could locate or relocate the project to another state or another region of this state.

g. The impact the Project will have on this state and individual local units of governmental, including: (A) tax and other revenue gains, direct or indirect, that would be realized during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the Comptroller; and (B) economic effects of the Project, including the impact on jobs and income during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the Comptroller. Texas Tax Code Section 313.026(a)(10).

The Board finds that the Project will result in revenue gains by the school district. The Board further finds that the economic effects on the local and regional tax base are that the tax base will increase as a result of the Project and additional employment.

h. The economic condition of the region of the state at the time the person's application is being considered. Texas Tax Code Section 313.026(a)(11).

The Board finds that the Applicant's wind farm facility ("Project") will improve the economic condition of the County and the region.

i. The number of new facilities built or expanded in the region during the two years preceding the date of the Application that were eligible to apply for a limitation on appraised value under this subchapter B, chapter 313, Texas Tax Code. Texas Tax Code Section 313.026(a)(12).

The Board finds that five (5) projects applied for value limitation agreements in the Lower Rio Grande Valley Council Region during the two (2) years preceding the date of the Application that may have been eligible to apply for a limitation on appraised value under subchapter B, chapter 313, Texas Tax Code.

j. The effect of the Applicant's proposal, if approved, on the number or size of the school district's instructional facilities, as defined by Section 46.001, Texas Education Code. Texas Tax Code Section 313.026(a)(13).

The Board finds that there exists a small but undetermined possibility that the Project could have an impact on enrollment from families that might temporarily relocate during the construction phase, but that any impact during the operation phase can be absorbed by current facilities.

k. The projected market value of the qualified property of the Applicant as determined by the Comptroller. Texas Tax Code Section 313.026(a)(14).

The Board finds that the projected market value of the qualified property of the Applicant as determined by the Comptroller is \$253,963,020.

l. The proposed limitation on appraised value for the qualified property of the Applicant. Texas Tax Code Section 313.026(a)(15).

The Board finds that the proposed limitation on appraised value for the qualified property of the Applicant is \$10,000,000.00.

m. The projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does not receive a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment and projected tax rates clearly stated. Texas Tax Code Section 313.026(a)(16).

The Board finds that the projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does not receive a limitation on appraised value is shown on Exhibit C Attachment 2, Table 5, based on the assumption that (i) the investment will depreciate at the rate of approximately five percent (5%) per year and (ii) the projected maintenance and operations tax rate of the District will be \$1.17 per one hundred dollars valuation in each year of the Agreement.

n. The projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the Agreement, if the property receives a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment clearly stated. Texas Tax Code Section 313.026(a)(17).

The Board finds that the projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the Agreement, if the property receives a limitation on appraised value is shown on Exhibit C, Attachment 2, Table 5, based on the assumption that (i) the investment will depreciate at the rate of approximately five percent (5%) per year and (ii) the projected maintenance and operations tax rate of the District will be \$1.17 per one hundred dollars valuation in each year of the Agreement.

o. The projected effect on the Foundation School Program of payments to the District for each year of the Agreement. Texas Tax Code Section 313.026(a)(18).

The Board finds that the projected effect on the Foundation School Program of payments to the District for each year of the Agreement is shown on Exhibit C, Attachment 2, Table 4.

p. The projected future tax credits if the Applicant also applies for school tax credits under Section 313.103. Texas Tax Code Section 313.026(a)(19).

The Board finds that the future tax credits are \$2,709,095 based on Applicant's representation of the investment that will be subject to tax in years one and two of the Agreement.

q. The total amount of taxes projected to be lost or gained by the District over the life of the Agreement computed by subtracting the projected taxes if the property receives a tax limitation from the projected taxes if the property does not receive a tax limitation. Texas Tax Code Section 313.026(a)(20).

The Board finds that the total amount of taxes projected to be lost or gained by the District over the life of the Agreement computed by subtracting the projected taxes if the property receives a tax limitation from the projected taxes if the property does not receive a tax limitation, are shown on Exhibit C, Attachment 2, Table 5.

9. The information in the Application submitted by Applicant is true and correct.
10. The Applicant is eligible for the limitation on the appraised value of the Applicant's qualified property which will be used in connection with manufacturing.
11. The proposed Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes ("Agreement"), attached hereto as Exhibit D, includes adequate and appropriate revenue protection provisions for the District.
12. Considering the purpose and effect of the law and the terms of the Agreement, granting the Application and entering the Agreement are in the best interest of the District and the State.
13. The Applicant, Cameron Wind I, LLC (Tex. Taxpayer ID # 12632821620) is an entity subject to Chapter 171, Texas Tax Code and is certified to be in good standing with the Texas Comptroller of Public Accounts.
14. It is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees at which these Findings were made was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which these Findings were made and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

It is therefore **ORDERED** that:

1. The Application of Cameron Wind I, LLC for a limitation on the appraised value for school district maintenance and operations ad valorem tax purposes of qualified property is approved.
2. The Agreement attached hereto as Exhibit D is approved and is hereby authorized to be executed and delivered by and on behalf of the District.
3. These findings and the Exhibits referred to herein be attached to the Official Minutes of this meeting, and maintained in the permanent records of the Board of Trustees of the District.

Dated the 9th day of December, 2013.

LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: 
Sandra Garcia, President, Board of Trustees

ATTEST:

By: 
Ruben R. Treviño, Secretary, Board of Trustees

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES by and between LOS FRESNOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT and CAMERON WIND I, LLC

EXHIBIT A

Application for Appraised Value Limitation on Qualified Property

December 9, 2013

Application for Appraised Value Limitation

On Qualified Property

Submitted to:

Los Fresnos Consolidated Independent School District



By:

Apex Wind Energy



July 8, 2013



Application for Appraised Value Limitation on Qualified Property

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

Form 50-296
(Revised May 2010)

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 completed application to the Comptroller in a three-ring binder with tabs 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 Web site. 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 as explained in the Confidentiality Notice below.

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. 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, make a recommendation 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 complete the recommendation, economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's Web site to find out more about the program at <http://www.window.state.tx.us/taxinfo/proptax/hb1200/index.html>. There are links on this Web page to the Chapter 313 statute, rules and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SCHOOL DISTRICT INFORMATION - CERTIFICATION OF APPLICATION

Date application received by district

July 8, 2013

Authorized School District Representative

First Name

Gonzalo

Last Name

Salazar

Title

Superintendent

School District Name

Los Fresnos Consolidated Independent School District

Street Address

600 N. Mesquite St.

Mailing Address

City

Los Fresnos

State

Texas

ZIP

78566

Phone Number

956-254-5000

Fax Number

956-233-3599

Mobile Number (optional)

E-mail Address

gsalazar@lfcisd.net

I authorize the consultant to provide and obtain information related to this application..... Yes No

Will consultant be primary contact? Yes No



SCHOOL DISTRICT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized School District Consultant (If Applicable)

First Name **Dan** Last Name **Casey**

Title **Partner**

Firm Name **Moak Casey and Associates**

Street Address **400 West 15th Street**

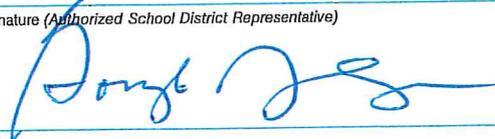
Mailing Address

City **Austin** State **Texas** ZIP **78701**

Phone Number **512-485-7878** Fax Number **512-485-7888**

Mobile Number (Optional) E-mail Address **dcasey@moakcasey.com**

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.

Signature (Authorized School District Representative)  Date **7-30-13**

Has the district determined this application complete? Yes No

If yes, date determined complete. _____

Have you completed the school finance documents required by TAC 9.1054(c)(3)? Yes No

SCHOOL DISTRICT CHECKLIST AND REQUESTED ATTACHMENTS

	Checklist	Page X of 16	Check Completed
1	Date application received by the ISD	1 of 16	✓
2	Certification page signed and dated by authorized school district representative	2 of 16	✓
3	Date application deemed complete by ISD	2 of 16	
4	Certification pages signed and dated by applicant or authorized business representative of applicant	4 of 16	✓
5	Completed company checklist	12 of 16	✓
6	School finance documents described in TAC 9.1054(c)(3) (Due within 20 days of district providing notice of completed application)	2 of 16	



APPLICANT INFORMATION - CERTIFICATION OF APPLICATION

Authorized Business Representative (Applicant)

First Name Mark	Last Name Goodwin	
Title President		
Organization Apex Wind Energy Holdings, LLC		
Street Address 310 4th Street N.E., Suite 200		
Mailing Address		
City Charlottesville	State Virginia	ZIP 22902
Phone Number 434-220-7595	Fax Number 434-220-3712	
Mobile Number (optional)	Business e-mail Address Mark@apexwind.com	

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

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

First Name Karlis	Last Name Povisils	
Title Development Manager		
Organization Apex Wind Energy Holdings, LLC		
Street Address 310 4th Street N.E., Suite 200		
Mailing Address		
City Charlottesville	State Virginia	ZIP 220902
Phone Number 434-220-7595	Fax Number 434-220-3712	
Mobile Number (optional)	E-mail Address Karlis@apexwind.com	

I authorize the consultant to provide and obtain information related to this application... Yes No

Will consultant be primary contact? Yes No



APPLICANT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

First Name

Robert

Title

General Partner

Firm Name

Texas Energy Consultants

Street Address

2516 West Freddy Gonzalez Dr.

Mailing Address

PO Box 1847

City

Edinburg

Phone Number

956-207-3644

Business email Address

robjrpena@texas-kwh.com

Last Name

Pena, Jr.

State

Texas

ZIP

78539

Fax Number

877-341-4474

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 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.

Signature (Authorized Business Representative (Applicant))

W Goodwin

Date

6/18/13

GIVEN under my hand and seal of office this 18th day of June, 2013



(Notary Seal)

Jeanine G. Wolanski
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7066537
My Commission Expires
September 30, 2014

Jeanne G. Wolanski
Notary Public, State of Virginia

My commission expires 9/30/14

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 § 37.10.



FEES AND PAYMENTS

Enclosed is proof of application fee paid to the school district.

For the purpose of this question, "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.

Please answer only either A OR B:

A. 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

B. 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

BUSINESS APPLICANT INFORMATION

Legal Name under which application is made

Cameron Wind I, LLC

Texas Taxpayer I.D. Number of entity subject to Tax Code, Chapter 171 (11 digits)

12632821620

NAICS code

221115

Is the applicant a party to any other Chapter 313 agreements? Yes No

If yes, please list name of school district and year of agreement.

APPLICANT BUSINESS STRUCTURE

Registered to do business in Texas with the Texas Secretary of State? Yes No

Identify business organization of applicant (corporation, limited liability corporation, etc.)

Limited Liability Corporation

1. Is the applicant a combined group, or comprised of members of a combined group, as defined by Texas Tax Code Chapter 171.0001(7)? Yes No
If so, please attach documentation of the combined group membership and contact information.

2. Is the applicant current on all tax payments due to the State of Texas? Yes No

3. Are all applicant members of the combined group current on all tax payments due to the State of Texas? NA Yes No

If the answer to either question is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (Use attachment if necessary.)



ELIGIBILITY UNDER TAX CODE CHAPTER 313.024

- Are you an entity to which Tax Code, Chapter 171 applies?
The property will be used as an integral part, or as a necessary auxiliary part, in one of the following activities:
(1) manufacturing
(2) research and development
(3) a clean coal project, as defined by Section 5.001, Water Code
(4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code
(5) renewable energy electric generation
(6) electric power generation using integrated gasification combined cycle technology
(7) nuclear electric power generation
(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)
Are you requesting that any of the land be classified as qualified investment?
Will any of the proposed qualified investment be leased under a capitalized lease?
Will any of the proposed qualified investment be leased under an operating lease?
Are you including property that is owned by a person other than the applicant?
Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?

PROJECT DESCRIPTION

Provide 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. (Use attachments as necessary)

See Attachment: Project Description - Question 1

Describe the ability of your company to locate or relocate in another state or another region of the state.

See Attachment: Project Description - Question 2

PROJECT CHARACTERISTICS (CHECK ALL THAT APPLY)

- New Jobs, Construct New Facility, New Business / Start-up, Expand Existing Facility, Relocation from Out-of-State, Expansion, Purchase Machinery & Equipment, Consolidation, Relocation within Texas

PROJECTED TIMELINE

Begin Construction On or before April 1, 2014
Begin Hiring New Employees On or before June 1, 2014
Construction Complete On or before November 1, 2014
Fully Operational On or before December 2014
Purchase Machinery & Equipment On or before December 1, 2014

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)?
Note: Improvements made before that time may not be considered qualified property.

When do you anticipate the new buildings or improvements will be placed in service? On or before October 2014



ECONOMIC INCENTIVES

Identify state programs the project will apply for:

State Source	Amount
None	
Total	

Will other incentives be offered by local units of government? Yes No

Please use the following box for additional details regarding incentives. (Use attachments if necessary.)

Applicant is applying for Cameron County Tax Abatement under Chapter 312 Texas Tax Code

THE PROPERTY

Identify county or counties in which the proposed project will be located Cameron County

Central Appraisal District (CAD) that will be responsible for appraising the property Cameron County

Will this CAD be acting on behalf of another CAD to appraise this property? Yes No

List all taxing entities that have jurisdiction for the property and the portion of project within each entity

County: Cameron County (100%) City: N/A

Hospital District: Cameron EMS Dist #1 (100%) Water District: N/A

Other (describe): Drainage Dist #2 and #6 (35% & 65%) Other (describe): Cameron Co. Irrigation Dist #2 (100%)

Is the project located entirely within this ISD? Yes No

If not, please provide additional information on the project scope and size to assist in the economic analysis.



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 rural, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's Web site at www.window.state.tx.us/taxinfo/proptax/hb1200/values.html.

At the time of application, what is the estimated minimum qualified investment required for this school district? \$10 million

What is the amount of appraised value limitation for which you are applying? \$10 million

What is your total estimated qualified investment? \$203,847,495 million

NOTE: See 313.021(1) for full definition. Generally, Qualified Investment is the sum of the investment in tangible personal property and buildings and new improvements made between beginning of the qualifying time period (date of application final approval by the school district) and the end of the second complete tax year.

What is the anticipated date of application approval? September 2013

What is the anticipated date of the beginning of the qualifying time period? September 2013

What is the total estimated investment for this project for the period from the time of application submission to the end of the limitation period? \$267,329,495

Describe the qualified investment.[See 313.021(1).]

Attach the following items to this application:

- (1) 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,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment and
(3) a map of the qualified investment showing location of new buildings or new improvements with vicinity map.

Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or 313.053 for rural school districts) for the relevant school district category during the qualifying time period? Yes No

Except for new equipment described in Tax Code §151.318(q) or (q-1), is the proposed tangible personal property to be placed in service for the first time:
(1) in or on the new building or other new improvement for which you are applying? Yes No

(2) if not in or on the new building or other new improvement for which you are applying for an appraised value limitation, is the personal property necessary and ancillary to the business conducted in the new building or other new improvement? Yes No
(3) on the same parcel of land as the building for which you are applying for an appraised value limitation? Yes No

(“First placed in service” means the first use of the property by the taxpayer.)

Will the investment in real or personal property you propose be counted toward the minimum qualified investment required by Tax Code §313.023, (or 313.053 for rural school districts) be first placed in service in this state during the applicable qualifying time period? Yes No

Does the investment in tangible personal property meet the requirements of Tax Code §313.021(1)? Yes No
If the proposed investment includes a building or a permanent, non-removable component of a building, does it house tangible personal property? Yes No

QUALIFIED PROPERTY

Describe the qualified property. [See 313.021(2)] (If qualified investment describes qualified property exactly you may skip items (1), (2) and (3) below.)

Attach the following items to this application:

- (1) 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,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your qualified property and
(3) a map of the qualified property showing location of new buildings or new improvements – with vicinity map.

Land

Is the land on which you propose new construction or 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

If you answered “no” to the question above, what is the anticipated date on which you will submit proof of a reinvestment zone with boundaries encompassing the land on which you propose new construction or improvements?

Will the applicant own the land by the date of agreement execution? Yes No

Will the project be on leased land? Yes No



QUALIFIED PROPERTY (CONTINUED)

If the land upon which the new building or new improvement is to be built is part of the qualified property described by §313.021(2)(A), please attach complete documentation, including:

- 1. Legal description of the land
2. Each existing appraisal parcel number of the land on which the improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property
3. Owner
4. The current taxable value of the land. Attach estimate if land is part of larger parcel.
5. A detailed map (with a vicinity map) showing the location of the land

Attach a map of the reinvestment zone boundaries, certified to be accurate by either the governmental entity creating the zone, the local appraisal district, or a licensed surveyor. (With vicinity map)

Attach the order, resolution or ordinance establishing the zone, and the guidelines and criteria for creating the zone, if applicable.

Miscellaneous

Is the proposed project a building or new improvement to an existing facility? [] Yes [x] No

Attach a description of any existing improvements and include existing appraisal district account numbers.

List current market value of existing property at site as of most recent tax year. N/A (Market Value) (Tax Year)

Is any of the existing property subject to a value limitation agreement under Tax Code 313? [] Yes [x] No

Will all of the property for which you are requesting an appraised value limitation be free of a tax abatement agreement entered into by a school district for the duration of the limitation? [x] Yes [] No

WAGE AND EMPLOYMENT INFORMATION

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-

The last complete calendar quarter before application review start date is the: [] First Quarter [] Second Quarter [] Third Quarter [x] Fourth Quarter of 2012 (year)

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 TWC? -0-

Note: For job definitions see TAC §9.1051(14) and Tax Code 313.021(3). If the applicant intends to apply a definition for "new job" other than TAC §9.1051(14)(C), then please provide the definition of "new job" as used in this application.

Total number of new jobs that will have been created when fully operational 7-10

Do you plan to create at least 25 new jobs (at least 10 new jobs for rural school districts) on the land and in connection with the new building or other improvement? [] Yes [x] No

Do you intend to request that the governing body waive the minimum new job creation requirement, as provided under Tax Code §313.025(f-1)? [x] Yes [] No

If you answered "yes" to the question above, attach evidence documenting that the new job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards. Note: Even if a minimum new job waiver is provided, 80% of all new jobs must be qualifying jobs pursuant to Texas Tax Code, §313.024(d).

What is the maximum number of qualifying jobs meeting all criteria of §313.021(3) you are committing to create? 7-10

If this project creates more than 1,000 new jobs, the minimum required wage for this project is 110% of the average county weekly wage for all jobs as described by 313.021(3)(E)(ii).

If this project creates less than 1,000 new jobs, does this district have territory in a county that meets the demographic characteristics of 313.051(2)? (see table of information showing this district characteristic at http://www.window.state.tx.us/taxinfo/proptax/hb1200/values.html)

If yes, the applicant must meet wage standard described in 313.051(b) (110% of the regional average weekly wage for manufacturing)

If no, the applicant shall designate one of the wage standards set out in §§313.021(5)(A) or 313.021(5)(B).

WAGE AND EMPLOYMENT INFORMATION (CONTINUED)

For the following three wage calculations please include on an attachment the four most recent quarters of data for each wage calculation. Show the average and the 110% calculation. Include documentation from TWC Web site. 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(7).

110% of the county average weekly wage for all jobs (all industries) in the county is \$568.98

110% of the county average weekly wage for manufacturing jobs in the county is \$906.13

110% of the county average weekly wage for manufacturing jobs in the region is \$663.52

Please identify which Tax Code section you are using to estimate the wage standard required for this project:

§313.021(5)(A) or §313.021(5)(B) or §313.021(3)(E)(ii), or §313.051(b)?

What is the estimated minimum required annual wage for each qualifying job based on the qualified property? \$34,503

What is the estimated minimum required annual wage you are committing to pay for each of the qualifying jobs you create on the qualified property? \$34,503

Will 80% of all new jobs created by the owner be qualifying jobs as defined by 313.021(3)? Yes No

Will each qualifying job require at least 1,600 of work a year? Yes No

Will any of the qualifying jobs be jobs transferred from one area of the state to another? Yes No

Will any of the qualifying jobs be retained jobs? Yes No

Will any of the qualifying jobs be created to replace a previous employee? Yes No

Will any required qualifying jobs be filled by employees of contractors? Yes No

If yes, what percent? _____

Does the applicant or contractor of the applicant offer to pay at least 80% of the employee's health insurance premium for each qualifying job? Yes No

Describe each type of benefits to be offered to qualifying jobholders. (Use attachments as necessary.)

Company Offers: Medical, Dental & Life Insurance plans for employee & dependents
Short-term / Long-term Disability, 401K plan, IRA, paid cell phone, paid leave, & paid holidays

ECONOMIC IMPACT

Is an Economic Impact Analysis attached (If supplied by other than the Comptroller's office)? Yes No

Is Schedule A completed and signed for all years and attached? Yes No

Is Schedule B completed and signed for all years and attached? Yes No

Is Schedule C (Application) completed and signed for all years and attached? Yes No

Is Schedule D completed and signed for all years and attached? Yes No

Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, please attach a separate schedule showing the amount for each year affected, including an explanation.

CONFIDENTIALITY NOTICE

Property Tax Limitation Agreement Applications
Texas Government Code Chapter 313
Confidential Information Submitted to the Comptroller

Generally, an application for property tax value limitation, the information provided therein, and documents submitted in support thereof, are considered public information subject to release under the Texas Public Information Act.

There is an exception, outlined below, by which information will be withheld from disclosure.

The Comptroller's office will withhold information from public release if:

- 1) it describes the specific processes or business activities to be conducted or the specific tangible personal property to be located on real property covered by the application;
- 2) the information has been segregated in the application from other information in the application; and
- 3) the party requesting confidentiality provides the Comptroller's office a list of the documents for which confidentiality is sought and for each document lists the specific reasons, including any relevant legal authority, stating why the material is believed to be confidential.

All applications and parts of applications which are not segregated and marked as confidential as outlined above will be considered public information and will be posted on the internet.

Such information properly identified as confidential will be withheld from public release unless and until the governing body of the school district acts on the application, or we are directed to do so by a ruling from the Attorney General.

Other information in the custody of a school district or the comptroller submitted in connection with the application, including information related to the economic impact of a project or the essential elements of eligibility under Texas Tax Code, Chapter 313, such as

the nature and amount of the projected investment, employment, wages, and benefits, will not be considered confidential business information and will be posted on the internet.

All documents submitted to the Comptroller, as well as all information in the application once the school district acts thereon, are subject to public release unless specific parts of the application or documents submitted with the application are identified as confidential. Any person seeking to limit disclosure of such submitted records is advised to consult with their legal counsel regarding disclosure issues and also to take the appropriate precautions to safeguard copyrighted material, trade secrets, or any other proprietary information. The Comptroller assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by respondents. A person seeking to limit disclosure of information must submit in writing specific detailed reasons, including any relevant legal authority, stating why that person believes the material to be confidential.

The following outlines how the Comptroller's office will handle requests for information submitted under the Texas Public Information Act for application portions and submitted records appropriately identified as confidential.

- This office shall forward the request for records and a copy of the documents at issue to the Texas Attorney General's office for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act.
- The Comptroller will notify the person who submitted the application/documents when the information is forwarded to the Attorney General's office.
- Please be aware that this Office is obligated to comply with an Attorney General's decision, including release of information ruled public even if it was marked confidential.



COMPANY CHECKLIST AND REQUESTED ATTACHMENTS

	Checklist	Page X of 16	Check Completed
1	Certification pages signed and dated by Authorized Business Representative (applicant)	4 of 16	✓
2	Proof of Payment of Application Fee (Attachment)	5 of 16	✓
3	For applicant members, documentation of Combined Group membership under Texas Tax Code 171.0001(7) (If Applicable) (Attachment)	5 of 16	N/A
4	Detailed description of the project	6 of 16	✓
5	If project is located in more than one district, name other districts and list percentage in each district (Attachment)	7 of 16	N/A
6	Description of Qualified Investment (Attachment)	8 of 16	✓
7	Map of qualified investment showing location of new buildings or new improvements with vicinity map.	8 of 16	✓
8	Description of Qualified Property (Attachment)	8 of 16	✓
9	Map of qualified property showing location of new buildings or new improvements with vicinity map	8 of 16	✓
10	Description of Land (Attachment)	9 of 16	✓
11	A detailed map showing location of the land with vicinity map.	9 of 16	✓
12	A description of all existing (if any) improvements (Attachment)	9 of 16	✓
13	Request for Waiver of Job Creation Requirement (if applicable) (Attachment)	9 of 16	✓
14	Calculation of three possible wage requirements with TWC documentation. (Attachment)	10 of 16	✓
15	Description of Benefits	10 of 16	✓
16	Economic Impact (if applicable)	10 of 16	N/A
17	Schedule A completed and signed	13 of 16	✓
18	Schedule B completed and signed	14 of 16	✓
19	Schedule C (Application) completed and signed	15 of 16	✓
20	Schedule D completed and signed	16 of 16	✓
21	Map of Reinvestment Zone (Attachment) (Showing the actual or proposed boundaries and size, Certified to be accurate by either the government entity creating the zone, the local appraisal district, or a licensed surveyor, with vicinity map)*	9 of 16	✓
22	Order, Resolution, or Ordinance Establishing the Zone (Attachment)*	9 of 16	✓
23	Legal Description of Reinvestment Zone (Attachment)*	9 of 16	✓
24	Guidelines and Criteria for Reinvestment Zone(Attachment)*	9 of 16	✓

*To be submitted with application or before date of final application approval by school board.



Form 50-296

Application for Appraised Value Limitation on Qualified Property

APPLICANT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

First Name

Robert

Last Name

Pena, Jr.

Title

General Partner

Firm Name

Texas Energy Consultants

Street Address

2516 West Freddy Gonzalez Dr.

Mailing Address

PO Box 1847

City

Edinburg

State

Texas

ZIP

78539

Phone Number

956-207-3644

Fax Number

877-341-4474

Business email Address

robjrpena@texas-kwh.com

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 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.

Signature (Authorized Business Representative (Applicant))

W Goodwin

Date

6/18/13

GIVEN under my hand and seal of office this 18th day of June, 2013



(Notary Seal)

Jeanine G. Wolanski
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7066537
My Commission Expires
September 30, 2014

Jeanine G. Wolanski
Notary Public, State of Virginia

My commission expires 9/30/14

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 § 37.10.



Franchise Tax Account Status

As of: 06/06/2013 12:39:33 PM

This Page is Not Sufficient for Filings with the Secretary of State

CAMERON WIND I, LLC

Texas Taxpayer Number 12632821620
Mailing Address 310 4TH ST NE STE 200
CHARLOTTESVILLE, VA 22902-5299
Right to Transact ACTIVE
Business in Texas
State of Formation DE
Effective SOS 04/12/2013
Registration Date
Texas SOS File Number 0801766899
Registered Agent Name NATIONAL CORPORATE RESEARCH, LTD.
Registered Office Street 800 BRAZOD STE 400
Address AUSTIN, TX 78701

Checklist Item #2

ATTACHMENT

Proof of Payment of Application Fee (check copy provided)

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)*

Checklist Item #3

ATTACHMENT

Documentation of Combined Group Membership

NOT APPLICABLE

Checklist Item #4

Form 50-296 313 Value Limitation

ATTACHMENTS

PROJECT DESCRIPTION

Question 1: Provide 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.

The proposed project will consist of a facility designed to use wind power to generate electricity (otherwise known as a wind farm). The Applicant expects to build the proposed project to be operational by the 4th quarter of 2014. 100% of the construction will be within the jurisdictional boundaries of Los Fresnos ISD and Cameron County. The Applicant expects to commence construction on or before December 2013 and expects to complete construction within one year. The Applicant expects to meet the minimum qualified investment threshold referenced, by December 2014. All property for which the Applicant is seeking a limitation on appraised value will be owned by the Applicant.

Question 2: Describe the ability of your company to locate or relocate in another state or another region of the state.

Apex Wind Energy Holdings, LLC, acting as parent company of Cameron Wind I, LLC is a U.S. developer of wind projects, and has operations in several regions and states within the contiguous United States. Construction is one of the most significant costs in creating a wind farm. The physical improvements of the Cameron Wind I power project, once completed, cannot be feasibly moved to another location. The wind turbines and supporting infrastructure are long-lived assets engineered and designed specifically for this project location. The cost of installing the improvements on the site is substantial and the cost to remove, redesign, and relocate the improvements to a different location would be prohibitive. We are not aware of an instance where the improvements of a commercial wind farm have been removed and transferred to another location.

In addition, power sales agreements (commonly called "Power Purchase Agreements" or "PPAs") are the primary (and often the only) revenue source for a wind farm. PPAs have terms of up to 25 years, and are specific to a certain project, wind characteristics, and electric delivery point. Removing the improvements to a different location would result in a default of this critical contract(s).

In summary, relocating the improvements to another location, whether in-state or out-of-state, would be both impractical and economically infeasible.

ATTACHMENTS

PROJECT SCOPE, INFORMATION, and SIZE

The total proposed project the Applicant intends to construct and operate consists of, but is not limited to up to 97 wind turbines, an operations and maintenance facility and an electrical substation, all constructed in a single phase commencing on or before December 31, 2013. The project is anticipated to be completed and fully operational on or before December 2014.

To date, the Applicant has acquired leases on approximately 10,000 acres of land in the project area, which is bounded approximately by FM 510, FM 1847, FM 803 and Fernando Road. 100% of the project area is incorporated within the Los Fresnos ISD in Cameron County.

When completed the Cameron Wind I project will add over \$240 million to the ad valorem tax rolls of Cameron County and Los Fresnos ISD. The Project will significantly enhance sales and use taxes for the state and local area, particularly during the construction period.

Checklist Item #5

Projected Located in *MORE* than One School District

NOT APPLICABLE

Checklist Item #6

ATTACHMENTS

INVESTMENT

- (1) A specific and detailed description of the qualified investment you propose to make on the property for which you are requesting and appraised value limitation as defined by Tax Code §313.021.*

The Applicant is requesting an appraised value limitation on all of the property constructed or placed upon the real property described and shown in Map Exhibit within Los Fresnos ISD, which is located in Cameron County, Texas. The property for which the Applicant is requesting an appraised value limitation shall include, but is NOT limited to, the following: up to 97 wind turbines, ranging from 1.7 to 2.4 megawatts with a generating capacity of approximately 165Mw; up to 97 steel reinforced concrete foundations supporting the weight of each turbine tower; up to 97 electric power transformers; electric poles and conductor cables used to transport electricity from each turbine tower to an electrical substation; and a new project electrical substation interconnected to the South Texas Electric Cooperative 138kV transmission line located along FM 1847.

Additionally, the map provided does not present the location of the improvements; however all of the improvements that make up the amount of qualified investment will be made within the Project Investment Area as shown on Map Exhibit A. The Applicant will provide a map with the location of the improvements in the near future.

During 2013, the Applicant obtained Reinvestment Zone designation and approval from Cameron County for the proposed project area and areas of consideration for future expansion.

None of the abovementioned property is covered under an existing County Appraisal District account number.

- (2) A description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment.*

The Applicant intends to construct a building(s) to house maintenance and operations, supplies, replacement parts and other miscellaneous related equipment.

- (3) A map of the qualified investment area.*

Attached within the proposal is a Map Exhibit of the qualified investment area.

Checklist Item #7

Map of Qualified Investment showing location of Improvements

The improvements depicted on the following map are subject to change and does not depict the exact or precise location of the improvements. It does, however, provide an accurate account of the qualified improvements within the reinvestment zone.

Checklist Item #8

Description of Qualified Property (per Application pg 8)

Cameron Wind I Project will consist of a wind-powered electric generating facility with an operating capacity of approximately 165 megawatts. The exact number of turbines and foundations will depend on the nameplate capacity of the turbine selected. The turbine size will be between 1.7 and 2.4 MW.

The additional improvements of Qualified Property for the Cameron Wind I Project include but are not limited to:

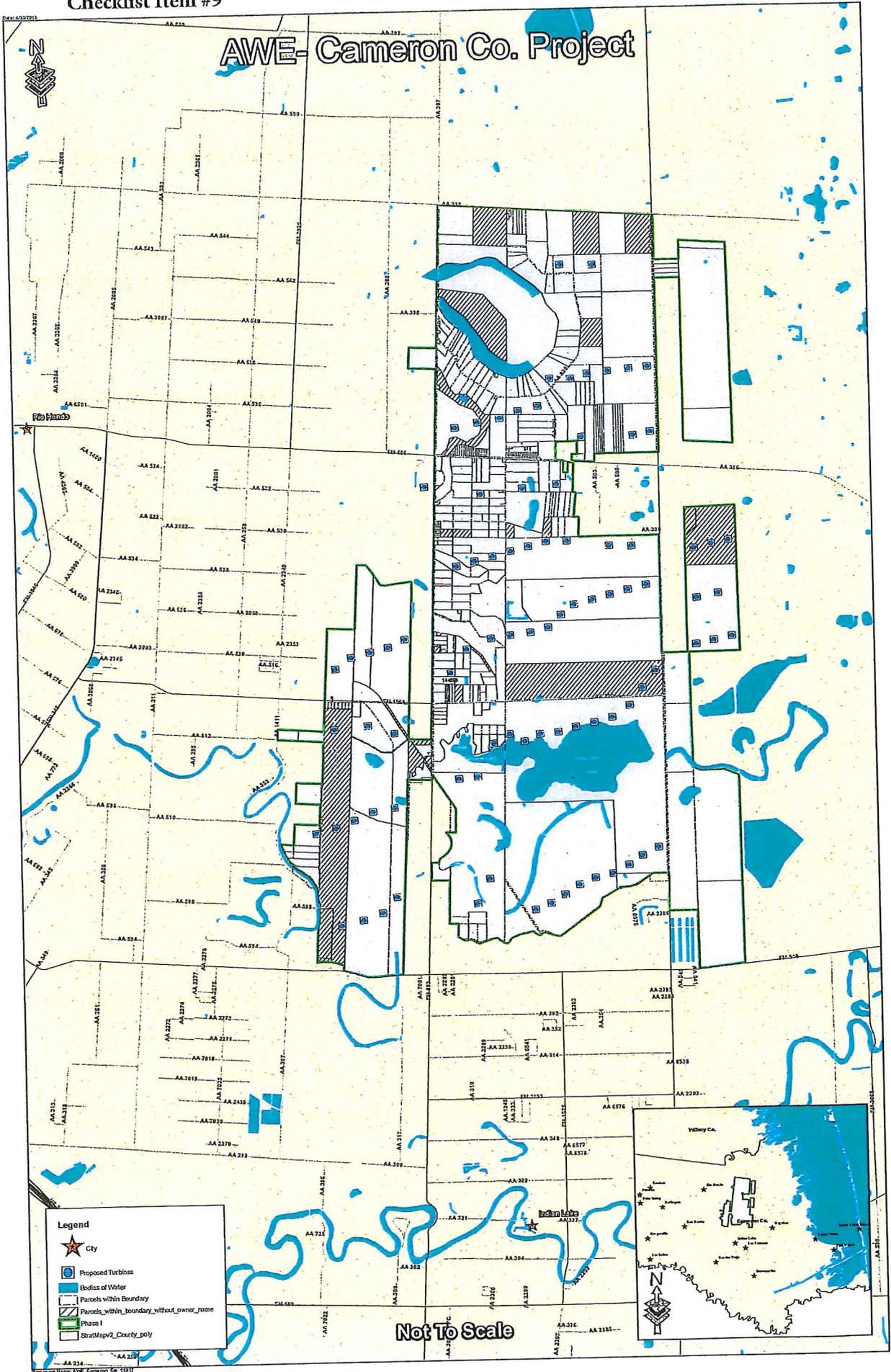
- Up to 97 wind turbine generator foundations, anchor bolt embeds & template mounting rings.
- An electric substation including power transformers, associated circuit breakers, switches, reactive power compensation equipment and control building & fencing of perimeter.
- Operations & Maintenance Building with offices, warehouse & all standard utilities (i.e. telephone, water, drainage, sewer, etc.)
- Underground power cables from wind turbines to substation with various cable accessories including junction boxes.
- Roadwork sloped for drainage, with turnouts from public roads.
- Permanent meteorological towers, quality and location of which to be determined by final layout turbine.
- Underground communication cables.
- Wind turbine lighting per FAA requirements.

Legal Description of Land Appraisal parcel number & Owner (per Application pg 9)

See following pages

Checklist Item #9

AWE- Cameron Co. Project



A		B		C		D	
1	PROP_ID	SEC_ID	owner_name	legal_desc			
2	119288	73-2110-0010-001D-00	JARAMILLO NADIA REBECCA	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 2.01 ACRES OUT OF 7.3300 ACRES			
3	119288	73-2110-0010-0010-00	JARAMILLO NADIA REBECCA	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 2.01 ACRES OUT OF 7.3300 ACRES			
4	119289	73-2110-0010-0011-00	JUAREZ JOSE M ET UX ESTATE OF	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 0.470 ACRE			
5	119292	73-2110-0010-0100-00	GARZA ESTELA V	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 0.2500 ACRES			
6	119295	73-2110-0020-0000-00	SIMPSON B J	BLK 2 ARROYO GARDENS UNIT 1 SUBDIVISION 18.48 AC			
7	119298	73-2110-0030-0000-00	GARCIA LINDA CORREA	BLK 3, 6 & 9 ARROYO GARDENS UNIT 1 SUBDIVISION W 0.520 AC OUT OF 1.00 AC OF W 9.50 ACRES			
8	119299	73-2110-0030-0000-10	SIMPSON BILLIE MACK	BLK 3 ARROYO GARDENS UNIT 1 SUBDIVISION 8.97 ACRES OUT OF 9.50 ACRES			
9	119300	73-2110-0030-0010-00	TEDFORD ANGELA A	BLK 3 ARROYO GARDENS UNIT 1 SUBDIVISION 1.00 ACRE			
10	119301	73-2110-0030-0100-00	SIMPSON BILLIE MACK ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLS 3-6-9 E.18-6800 10.0000 ACS			
11	119302	73-2110-0030-0200-00	SIMPSON BILLIE MACK	ABST2 - ARROYO GARDENS UNIT 1 BLS 3-6-9 E.18-6800 ACRES			
12	119303	73-2110-0040-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 4, 1.0000 ACRES			
13	119304	73-2110-0040-0000-10	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 4, 11.4900 ACRES			
14	119305	73-2110-0050-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 5, 12.1500 ACRES			
15	119305	73-2110-0070-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 7, 14.8200 ACRES			
16	119307	73-2110-0080-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 8, 13.8100 ACRES			
17	119308	73-2110-0100-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 10-11-12, 37.0700 ACRES			
18	119309	73-2110-0130-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 13-14, 27.4700 ACRES			
19	119310	73-2110-0150-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 15, 12.6300 ACRES			
20	119311	73-2110-0160-0001-00	SIMPSON BILLIE D	ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16, 1.0000 ACRES			
21	119312	73-2110-0160-0001-10	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16, 10.7670 ACRES			
22	119313	73-2110-0160-0002-00	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16, 0.5330 ACRES			
23	119314	73-2110-0170-0000-00	SIMPSON BILLY M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 17, 1.0000 ACRES			
24	119315	73-2110-0170-0000-10	SIMPSON BILLY M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 17, 11.3900 ACRES			
25	119316	73-2110-0180-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 18, 12.6300 ACRES			
26	119317	73-2110-0190-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLS 19-20, 27.6900 ACRES			
27	119318	73-2110-0200-0020-00	CUEVAS ADELAIDA	ABST2 - ARROYO GARDENS UNIT 1 BLOCK 20, ACRES .625			

A		B		C		D	
28	119320	73-2110-0200-0022-00		CUEVAS EUGENIO		ABST2 - ARROYO GARDENS UNIT 1 BLK 20, ACRES .625	
29	119321	73-2110-0210-0000-00		SIMPSON B J		ABST2 - ARROYO GARDENS UNIT 1 BLK 21, 13.2000 ACRES	
30	119322	73-2110-0220-0000-00		SIMPSON B J		ABST2 - ARROYO GARDENS UNIT 1 BLK 22, 13.0900 ACRES	
31	119323	73-2110-0230-0000-00		SIMPSON BILLIE M ET UX		ABST2 - ARROYO GARDENS UNIT 1 BLK 23, 12.6300 ACRES	
32	119324	73-2110-0240-0000-00		SIMPSON BILLY M ET UX		ABST2 - ARROYO GARDENS UNIT 1 BLK 24, 12.3800 ACRES	
33	119325	73-2110-0250-0010-00		SIMPSON B J		ABST2 - ARROYO GARDENS UNIT 1 BLK 25 W, 7.2000 ACRES	
34	119326	73-2110-0250-0020-00		SIMPSON BILLIE MACK & INA JANETTE		ABST2 - ARROYO GARDENS UNIT 1 BLK 25 E, 5.2300 ACRES	
35	119327	73-2110-0260-0010-00		SIMPSON B J		ABST2 - ARROYO GARDENS UNIT 1 BLK 26 W, 7.5000 ACRES	
36	119328	73-2110-0260-0020-00		SIMPSON B J		ABST2 - ARROYO GARDENS UNIT 1 BLK 26 E, 5.1300 ACRES	
37	119329	73-2110-0270-0000-00		PAWLK WILFRED & PAWLK WILL		ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS OUT OF BLKS 27,29,30 & BLKS 27,29,30,35 & 36	
38	119329	73-2110-0270-0000-00		PAWLK WILFRED & PAWLK WILL		ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS OUT OF BLKS 27,29,30 & BLKS 27,29,30,35 & 36	
39	119329	73-2110-0270-0000-00		PAWLK WILFRED & PAWLK WILL		ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS OUT OF BLKS 27,29,30 & BLKS 27,29,30,35 & 36	
40	119330	73-2110-0280-0000-00		ARGULLIN AARON A & CANDICE L		ABST2 - ARROYO GARDENS UNIT 1 BLK 28, 13.2000 ACRES	
41	119332	73-2110-0310-0010-00		GODOY GERARDO		ABST2 - ARROYO GARDENS UNIT 1 BLK 31, 12.6300 ACRES	
42	119333	73-2110-0320-0010-00		SIMPSON BILLIE MACK & INA JANETTE		ABST2 - ARROYO GARDENS UNIT 1 BLK 32 W, 7.2000 ACRES	
43	119334	73-2110-0320-0020-00		SIMPSON BILLIE MACK & INA JANETTE		ABST2 - ARROYO GARDENS UNIT 1 BLK 32 E, 5.2700 ACRES	
44	119335	73-2110-0330-0000-00		THOMAE DENNIS R		ABST2 - ARROYO GARDENS UNIT 1 BLK 33 W, 6.2500 ACRES	
45	119336	73-2110-0330-0100-00		THOMAE DENNIS R		ABST2 - ARROYO GARDENS UNIT 1 BLK 33 E, 6.2700 ACRES	
46	119337	73-2110-0340-0000-00		THOMAE DENNIS R		ABST2 - ARROYO GARDENS UNIT 1 BLK 34, 12.6300 ACRES	
47	119338	73-2110-0370-0000-00		PEREIRA FRANCISCO F		ABST2 - ARROYO GARDENS UNIT 1 BLK 37 N, 1.0000 ACRES	
48	119339	73-2110-0370-0000-10		PEREIRA FRANCISCO F		ABST2 - ARROYO GARDENS UNIT 1 BLK 37 N, 5.6000 ACRES	
49	119340	73-2110-0370-0100-00		THOMAE DENNIS R		ABST2 - ARROYO GARDENS UNIT 1 BLK 37 S, 1.0000 ACRES	
50	119341	73-2110-0370-0100-10		THOMAE DENNIS R		ABST2 - ARROYO GARDENS UNIT 1 BLK 37 S, 5.6600 ACRES	

	A	B	C	D
51	119342	73-2110-0380-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLKS 38-39-40-41-42, 63.5200 ACS
52	119343	73-2110-0430-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 43, 13.0900 ACRES
53	119344	73-2110-0440-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 44, 13.1700 ACRES
54	119345	73-2110-0450-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 45-46-47, 39.9200 ACRES
55	119346	73-2110-0480-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLKS 48-49, 23.7900 ACRES
56	119347	73-2110-0500-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 50, 9.8000 ACRES
57	119348	73-2110-0510-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 51, 13.2000 ACRES
58	119349	73-2110-0520-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 52 N, 10.0000 ACRES
59	119350	73-2110-0520-0100-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 52 S, 3.2000 ACRES
60	119351	73-2110-0530-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLKS 53-54-55, 32.2100 ACRES
61	119352	73-2110-0560-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 56, 16.1200 ACRES
62	119353	73-2110-0570-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLKS 57-58, 21.4000 ACRES
63	119354	73-2110-0590-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLKS 59-60, 26.4000 ACRES
64	119355	73-2110-0610-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 61, 13.2000 ACRES
65	119356	73-2110-0620-0000-00	WATERS DONALD BURL	BLK 62 ARROYO GARDENS UNIT 1 SUBDIVISION 13.20 ACRES (PARCEL 7)
66	119357	73-2110-0630-0000-00	THOMAE DENNIS R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 63, 13.2000 ACRES
67	119358	73-2110-0640-0000-00	WATERS DONALD BURL	BLK 64 ARROYO GARDENS UNIT 1 SUBDIVISION 45' STRIP A
68	119359	73-2110-0640-0100-00	WATERS DONALD BRUCE & KAREN K	LONG SOUTHERLY LINE BLK 64, Undivided Interest
69	119361	73-2110-0640-0100-10	WATERS DONALD BRUCE & KAREN K	50.0000000000%
70	119362	73-2110-0660-0000-00	WATERS DONALD BURL	ABSTZ - ARROYO GARDENS UNIT 1 BLK 64 & 65, 1.00 OUT OF 22.580 AC
71	119363	73-2110-0670-0000-00	WATERS DONALD BURL	ABSTZ - ARROYO GARDENS UNIT 1 BLK 64 & 65 21.580 AC OUT OF 22.580 ACRES
72	119364	73-2110-0710-0010-00	VASQUEZ PABLO & DEBORA RAMOS	BLK 66 ARROYO GARDENS UNIT 1 SUBDIVISION 10.520 ACRES, Undivided Interest 50.0000000000%
73	119365	73-2110-0710-0020-00	MEARS RICHARD E	BLK 67, 68, 69, & 70 ARROYO GARDENS UNIT 1 SUBDIVISION 65.840 ACRES (PARCEL 8)
				ABSTZ - ARROYO GARDENS UNIT 1 BLK 71, N 5.50 AC OUT OF 5.1100 ACRES
				ABSTZ - ARROYO GARDENS UNIT 1 BLK 71 N, 1.0000 ACRES
				SOL CERT#MH0008252

A	B	C	D
74	119366 73-2110-0710-0020-10	MEARS RICHARD E	ABSTZ - ARROYO GARDENS UNIT 1 BLK 71 N, 2.9900 ACRES
75	119367 73-2110-0720-0010-00	WATERS DONALD B	BLK 72 ARROYO GARDENS UNIT 1 SUBDIVISION 1.00 ACRES OUT OF 5.00 ACRE
76	119368 73-2110-0720-0010-10	WATERS DONALD B	BLK 72 ARROYO GARDENS UNIT 1 SUBDIVISION E 4.00 ACRES
77	119369 73-2110-0720-0020-00	GOSS JAMES R. & DEORA	ABSTZ - ARROYO GARDENS UNIT 1 BLK 72, 0.776
78	119370 73-2110-0720-0020-10	WATERS DONALD B & JANICE	BLK 72 & 73 ARROYO GARDENS UNIT 1 SUBDIVISION (PARCEL 3) BEING 3.76 ACRES BLK 72 & (PARCEL 4) 11.78 ACRES BLK 73
79	119372 73-2110-0730-0020-00	WATERS DONALD BURL	BLK 73 ARROYO GARDENS UNIT 1 SUBDIVISION E 1.490 ACRES
80	119373 73-2110-0740-0000-00	WATERS DONALD BURL	BLK 74 & 75 ARROYO GARDENS UNIT 1 SUBDIVISION 18.650 ACRES
81	119374 73-2110-0760-0010-00	WATERS DONALD B & JANICE	BLK 76 & 77 ARROYO GARDENS UNIT 1 SUBDIVISION 12.50 ACRES
82	119375 73-2110-0760-0020-00	WATERS DONALD BURL	BLK 75,77,78 ARROYO GARDENS UNIT 1 SUBDIVISION 15.90 ACRES, Undivided Interest 50.0000000000%
83	119376 73-2110-0770-0010-00	WATERS DONALD B & JANICE	BLK 77 & 84 ARROYO GARDENS UNIT 1 SUBDIVISION (PARCEL 9) 7.50 ACRES BLK 77 & 84
84	119377 73-2110-0790-0000-00	O'BRIEN ESTHER R	ABSTZ - ARROYO GARDENS UNIT 1 BLK 79, 11.4800 ACRES
85	119378 73-2110-0800-0000-00	O'BRIEN ESTHER R	ABSTZ - ARROYO GARDENS UNIT 1 BLKS 80-81, 31.0000 ACRES
86	119379 73-2110-0800-0000-00	O'BRIEN ESTHER R	ABSTZ - ARROYO GARDENS UNIT 1 BLKS 80-81, 31.0000 ACRES
87	119379 73-2110-0820-0000-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.0000000000%
88	119379 73-2110-0820-0000-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.0000000000%
89	119379 73-2110-0880-0020-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.0000000000%
90	119379 73-2110-0880-0020-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.0000000000%
91	119380 73-2110-0830-0000-00	WATERS DONALD BURL	BLK 83 ARROYO GARDENS UNIT 1 SUBDIVISION 10.90 ACRES, Undivided Interest 50.0000000000%
92	119381 73-2110-0840-0010-00	WATERS DONALD BURL	BLK 84 ARROYO GARDENS UNIT 1 SUBDIVISION E 4.72 ACRES, Undivided Interest 50.0000000000%

	A	B	C	D
93	119382	73-2110-0840-0030-00	WATERS DONALD BURL	BLK 84 & 85 ARROYO GARDENS UNIT 1 SUBDIVISION 5.84 ACRES OF 84 & 9.44 ACRES OF 85 (PARCEL 12 TR1)
94	119383	73-2110-0850-0020-00	WATERS DONALD BURL	BLK 85 ARROYO GARDENS UNIT 1 SUBDIVISION E 9.28 ACRES, Undivided Interest 50.0000000000%
95	119384	73-2110-0860-0100-00	WATERS DONALD BURL	BLK 86 ARROYO GARDENS UNIT 1 SUBDIVISION 10.90 ACRES (PARCEL 12 TR 2)
96	119385	73-2110-0880-0010-00	ATKINSON JACK	ABST2 - ARROYO GARDENS UNIT 1 BLKS 88-89 W5E10E20, 5.0000 ACRES
97	119387	73-2110-0880-0020-00	GALVAN JESUS ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLKS 88-89 E5E10E20, 2.2000 ACRES
98	119392	73-2110-0820-0036-00	ESTRADA JUANITA	ABST2 - ARROYO GARDENS UNIT 1 PT BLKS 88 & 89, 2.2200 ACRES
99	119403	73-2110-0910-0100-10	ATKINSON OFELIA	ABST2 - ARROYO GARDENS UNIT 1 BLK 91, 9.5700 ACRES
100	119404	73-2110-0920-0000-00	GALVAN JORGE R & VERONICA	ABST2 - ARROYO GARDENS UNIT 1 BLK 92, 8.0500 ACRES
101	119405	73-2110-0920-0100-00	TORRES VANESSA	ABST2 - ARROYO GARDENS UNIT 1 BLK 92, 5.0000 ACRES
102	119406	73-2110-0930-0100-00	GALVAN JORGE R & VERONICA	ABST2 - ARROYO GARDENS UNIT 1 BLK 93, 2.7800 ACRES
103	119407	73-2110-0950-0101-00	WATERS MARK R	BLK 93 ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00 ACRES OF E 10 ACRES (PARCEL 6), Undivided Interest 50.0000000000%
104	119408	73-2110-0950-0102-00	RGV EDUCATIONAL BROADCASTING INC	BLK 93 ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00 ACRES OF E 10 ACRES
105	119409	73-2110-0940-0000-00	WATERS MARK R	BLK 94 ARROYO GARDENS UNIT 1 SUBDIVISION E 17.680 ACRES, Undivided Interest 25.0000000000%
106	119410	73-2110-0950-0000-00	SIMMONS L P & LEONARD ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLK 95, TRACT 95-97, 99-101, 104-113, ACRES 168.48
107	119411	73-2110-0970-0010-00	BREZETTE TERRI LYNN SHINER ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLK 97 N, 5.5100 ACRES
108	119412	73-2110-0980-0000-00	BREZETTE TERRI LYNN SHINER ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLK 98, 9.3900 ACRES
109	119413	73-2110-1020-0000-00	GONZALES ESMERALDA	ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00 ACS OF N1D AC OUT OF 20 AC OF BLKS 102 & 103
110	119414	73-2110-1020-0000-01	OLIVARES GISELDA	ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00 ACRES OUT OF 20 ACRES OF BLKS 102 & 103
111	119416	73-2110-1020-0050-00	PLATA MICHAEL	ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00 AC OUT OF 5 10 AC OF 20 ACS OUT OF BLKS BLKS 102 & 103
112	119417	73-2110-1030-0010-00	GAYTAN ROY & ENEIDA	ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00 ACS OUT OF 20 ACRES OUT OF BLKS 102 & 103
113	119418	73-2110-1030-0020-00	ARGULLIN FRANCISCO	ARROYO GARDENS UNIT 1 SUBDIVISION S 6.600 ACRES OUT OF BLK 103
114	119419	73-2110-1140-0000-00	DAVIS JAMES FLETCHER	BLK 114 ARROYO GARDENS UNIT 1 SUBDIVISION 6.770 ACRES
115	119420	73-2110-1150-0000-00	DAVIS JAMES FLETCHER	BLK 115 ARROYO GARDENS UNIT 1 SUBDIVISION 6.8900 ACRES
116	119421	73-2110-1160-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1, BLK 116, 6.8900 ACRES
117	119422	73-2110-1170-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1, BLK 117, 6.8900 ACRES

	A	B	C	D
118	119423	73-2110-1180-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 118, 12.0100 ACRES
119	119424	73-2110-1190-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 119, 12.8800 ACRES
120	119425	73-2110-1200-0000-00	DAVIS JAMES FLETCHER	BLK 120 ARROYO GARDENS UNIT 1, SUBDIVISION 9.5800 ACRES
121	119426	73-2110-1210-0000-00	DAVIS JAMES FLETCHER	BLK 121 ARROYO GARDENS UNIT 1, SUBDIVISION 7.1100 ACRES
122	119427	73-2110-1220-0000-00	JARAMILLO MIGUEL SR	ABST2 - ARROYO GARDENS UNIT 1 BLK 122, 1.0500 ACRES
123	119428	73-2110-1230-0000-00	BREIDENBACH JAMES M.	ABST2 - ARROYO GARDENS UNIT 1 BLK 123, 1.3500 ACRES
124	119429	73-2110-1500-0000-00	C C W I D #13	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR #1, 194.5000 ACRES
125	119430	73-2110-2000-0000-00	WATERS DONALD BURL	ARROYO GARDENS UNIT 1 SUBDIVISION 115.890 ACRES
126	119432	73-2110-2000-0100-00	C C W I D #13	RESERVOIR 2, Undivided Interest 50.000000000000%
127	119433	73-2110-3000-0000-00	WATERS DONALD BURL	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR #2, 48.6600 ACRES
128	119434	73-2110-4000-0100-00	THOMAE DENNIS R	ARROYO GARDENS UNIT 1 SUBDIVISION 104.780 ACRES
129	119435	73-2110-4000-0200-00	THOMAE DENNIS R	RESERVOIR 3, Undivided Interest 50.000000000000%
130	119436	73-2110-5000-0000-00	C C W I D #13	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 4, 13.6900 ACRES
131	119438	73-2110-6000-0011-00	ORTEGA ARMANDO JR & ORTEGA JACQUELIN JESSICA	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 4 PT, 38.5500 ACRES
132	119439	73-2110-6000-0020-00	Vasquez Estela E.	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR #5, 40.0600 ACRES
133	119439	73-2110-6000-0020-00	Vasquez Estela E.	ABST2 - ARROYO GARDENS UNIT 1 BLOCK RESERVOIR 6, ACRES
134	119442	73-2120-0010-0010-00	WATERS BARRY D	1.00
135	119443	73-2120-0010-0020-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 6 E1/2, 42.4100 ACRES
136	119445	73-2120-0010-0030-00	ATKINSON MIGUEL JR	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-5, 31.5120 ACRES
137	119447	73-2120-0010-0040-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 30.12 ACRES LOTS 1-2 BLK A (VOL 11 PG 61 CCMR)
138	119448	73-2120-0010-0050-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 1.00 ACRE LOT 2 BLK A (VOL 11 PG 61 CCMR)
139	119449	73-2120-0010-0060-00	FLORES JUAN ANDRES	ABST2 - ARROYO GARDENS UNIT 2 LOT 3 BLK A, 10.7000 ACRES
140	119450	73-2120-0010-0070-00	BERMUDEZ FRANCISCO & BLANCA E	ABST2 - ARROYO GARDENS UNIT 2 LOT 4 BLK A, 10.3200 ACRES
141	119451	73-2120-0010-0080-00	MOYA MARCIANO & ADELAIDA C	ABST2 - ARROYO GARDENS UNIT 2 LOT 5 BLK A, 10.5700 ACRES
				ABST2 - ARROYO GARDENS UNIT 2 LOT 6 BLK A, 13.7000 ACRES
				ABST2 - ARROYO GARDENS UNIT 2 LOT 7 BLK A, 10.5300 ACRES
				ABST2 - ARROYO GARDENS UNIT 2 LOT 8 BLK A, 10.2100 ACRES

	A	B	C	D
142	119452	73-2120-0010-0091-00	RAMOS RUBEN A & NORMA LEE	ABSTZ - ARROYO GARDENS UNIT 2 1.00 ACRES OUT OF W 10 ACRES LOT 9 BLK A
143	119453	73-2120-0010-0091-10	RAMOS RUBEN A & NORMA LEE	ABSTZ - ARROYO GARDENS UNIT 2 9.00 ACRES OF W 10 ACRES LOT 9 BLK 1
144	119455	73-2120-0010-0100-00	BENAVIDES OSCAR ALBERTO MARTINEZ	ABSTZ - ARROYO GARDENS UNIT 2 ALL OF LOT 10 BLK A, 10.9000 ACRES
145	119456	73-2120-0010-0110-00	DE LOS REYES JULIO & ELVIA DE LOS REYES	ABSTZ - ARROYO GARDENS UNIT 2 PT W5.062 AC LOT 11 BLK A, 5.062 ACS
146	119457	73-2120-0010-0120-00	ZUNIGA SILVERIO & REFUGIA V TR OF ZUNIGA FAM TR	ARROYO GARDENS UNIT 2 SUBDIVISION LOT 12 BLK A 10.3600 ACRES
147	119458	73-2120-0010-0130-00	TORRE LETICIA	LOT 13 BLK A ARROYO GARDENS UNIT 2 SUBDIVISION 10.00 ACRES
148	119462	73-2120-0010-0132-00	CAMPOS JOSE A & ANTONIA	ARROYO GARDENS UNIT 2 SUBDIVISION 0.5800 ACRE OUT OF LOT 14 BLK A
149	119463	73-2120-0010-0135-00	ROGERS MELQUIADES B	ARROYO GARDENS UNIT 2 SUBDIVISION 0.490 ACRE OUT LOT 13 & 14 BLK A
150	119464	73-2120-0010-0140-00	RAMIREZ GUADALUPE & JUAN PABLO	ARROYO GARDENS UNIT 2 SUBDIVISION 0.50 ACRE OUT OF LOT 14 BLK A
151	119466	73-2120-0010-0141-10	DE LEON JUANITA & RODRIGO RODNEY	ARROYO GARDENS UNIT 2 SUBDIVISION 8.97 AC OF LT 14 BLK A (VOL 1 PG 61 CCMR)
152	119467	73-2120-0010-0142-00	GARCIA PETRA GLORIA	ARROYO GARDENS UNIT 2 SUBDIVISION 0.50 ACRES OUT OF LOT 14 BLK A
153	119469	73-2120-0010-0150-10	ATKINSON MIGUEL JR	ABSTZ - ARROYO GARDENS UNIT 2 LOT 15 BLK A, 9.1600 ACRES
154	119469	73-2120-0010-0150-00	ATKINSON MIGUEL JR	ABSTZ - ARROYO GARDENS UNIT 2 LOT 15 BLK A, 1.0000 ACRES
155	119470	73-2120-0010-0160-00	ATKINSON MIGUEL JR	ABSTZ - ARROYO GARDENS UNIT 2 LOT 16 BLK A, 10.2900 ACRES
156	119471	73-2120-0010-0160-10	ATKINSON MIGUEL JR	ABSTZ - ARROYO GARDENS UNIT 2 LOT 17-18 BLK A, 22.0200 ACRES
157	119472	73-2120-0010-0170-00	ATKINSON OVIDIO G ET UX	ABSTZ - ARROYO GARDENS UNIT 2 LOT 19 BLK A, 10.0700 ACRES
158	119473	73-2120-0010-0190-00	ATKINSON OVIDIO	ABSTZ - ARROYO GARDENS UNIT 2 LOT 20-21 BLK A, 20.2200 ACRES
159	119474	73-2120-0010-0200-00	J & G FARMS	ABSTZ - ARROYO GARDENS UNIT 2 LOT 22-23 BLK A, 20.4000 ACRES
160	119475	73-2120-0010-0220-00	RECKER JUDY K	ABSTZ - ARROYO GARDENS UNIT 2 LOT 24 BLK A, 11.0900 ACRES
161	119476	73-2120-0010-0240-00	T D FARMS	ABSTZ - ARROYO GARDENS UNIT 2 LOT 25 BLK A, 10 ACRES
162	119477	73-2120-0010-0250-00	LOCKETT FORD & JACKIE LIVING TRUST	ABSTZ - ARROYO GARDENS UNIT 2 LOT 27-28 BLK A, 21.2600 ACRES
163	119478	73-2120-0010-0270-00	ARISPE JUAN M	ABSTZ - ARROYO GARDENS UNIT 2 LOT 29 BLK A, 1.0000 ACRES
164	119479	73-2120-0010-0290-00	ATKINSON MINERVA	ABSTZ - ARROYO GARDENS UNIT 2 LOT 29 BLK A, 1.0000 ACRES

	A	B	C	D
165	119480	73-2120-0010-0290-10	ATKINSON MIMERYA	ABST2 - ARROYO GARDENS UNIT 2 LOT 29 BLK A, 10.6700 ACRES
166	119481	73-2120-0010-0300-00	DAVID GEORGE	ABST2 - ARROYO GARDENS UNIT 2 PT LOTS 30 & 31 BLK A, 18.8200 ACS
167	119483	73-2140-0050-0010-00	DAVID GEORGE	ABST2 - ARROYO GARDENS UNIT 4 PT LOTS 1-7 BLK E, 68.7800 ACRES
168	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
169	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
170	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
171	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
172	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
173	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
174	119484	73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
175	119485	73-2140-0050-0180-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 18-19-20-21 & PT 22 BLK E, 41.0000 ACRES
176	119486	73-2140-0050-0220-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 22-23-24-25 BLK E, 40.9150 ACS
177	119487	73-2140-0050-0280-00	RIO HONDO IMPLEMENT CO INC	ABST2 - ARROYO GARDENS UNIT 4 LOTS 26-27-28-29 BLK E, 44.90 ACS
178	119488	73-2140-0050-0300-00	NEWELL DAVID ET UX	ABST2 - ARROYO GARDENS UNIT 4 LOTS 30-31 BLK E, 24.3300 ACRES
179	119489	73-2140-0050-0320-00	WOODS CHARLOTTE R	ABST2 - ARROYO GARDENS UNIT 4 LOT 32 BLK E, 12.0100 ACRES
180	119490	73-2140-0050-0330-00	OSHER ANNE PACKARD TR OF THE NON EXEMPT ARTICLE VI TR	ABST2 - ARROYO GARDENS UNIT 4 LOTS 33-34-35-36-37 BLK E, 52.19 ACS
181	119491	73-2140-0050-0380-00	WATERS BARRY DEAN & KRISTA GAYLE	ABST2 - ARROYO GARDENS UNIT 4 LOTS 38-39 BLKE, 22.8300 ACRES
182	119492	73-2140-0050-0400-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 LOT 42 BLK E, 10.17 ACRES
183	119493	73-2140-0050-0401-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 LOT 40 BLK E, ACRES 13.39
184	119494	73-2140-0050-0410-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 LOT 41 BLK E, ACRES 10.42
185	119495	73-2140-0050-0430-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 21.040 ACRES OUT OF LOTS 43 & 44 BLK E ABST 2 (VOL 12 PG 58 CCMR)
186	119497	73-2140-0060-0020-00	ATKINSON RAFAELA R	ABST2 - ARROYO GARDENS UNIT 4 LOT 3 BLK F W, 2.0000 ACRES
187	119500	73-2140-0060-0021-00	ATKINSON RAFAELA R	ABST2 - ARROYO GARDENS UNIT 4 LOT 2 BLK FE

A	B	C	D
188	119501 73-2140-0060-0031-00	CHOLICK ALBERT J	ABST2 - ARROYO GARDENS UNIT 4 LOT 3 BLK F E, 6.0000 ACRES
189	119502 73-2140-0060-0040-00	CHOLICK MARY E INDIVIDUALLY & AS SOLE BENEFICIARY PER WILL OF CLEMENT	ABST2 - ARROYO GARDENS UNIT 4 LOTS 3 THRU 9 OUT OF LOT 4 THRU 13 BLK F, 59.79 ACS
190	119503 73-2140-0060-0140-00	MOODY BLUFORD C	ABST2 - ARROYO GARDENS UNIT 4 LOT 14 BLK F, 11.735 ACRES
191	119505 73-2140-0060-0150-00	ATKINSON ARNULFO & NANCY	ABST2 - ARROYO GARDENS UNIT 4 LOTS 15-16-17 BLK F, 35.745 ACRES
192	119510 73-2140-0060-0187-00	MOODY BLUFORD C	ABST2 - ARROYO GARDENS UNIT 4 46.6 ACRES OF LOTS 18, 19, 20, & 21 BLK F ABST 2 (VOL 12 PG 58 CCMR)
193	119517 73-2140-0060-0220-00	ATKINSON MICHELE	ABST2 - ARROYO GARDENS UNIT 4 LOTS 22 THRU 25 BLK F, 48.00
194	119520 73-2140-0060-0260-00	GARCIA GRAIN TRADING CORP	ABST2 - ARROYO GARDENS UNIT 4 LOTS 27-28-29-30 & PT LOT 31 BLK F, 48.58 ACRES
195	119523 73-2140-0060-0360-00	NEWELL DAVID ET UX	ABST2 - ARROYO GARDENS UNIT 4 LOTS 36-37 BLK F, 23.8600 ACRES
196	119524 73-2140-0060-0380-00	NEWELL DAVID ET UX	ABST2 - ARROYO GARDENS UNIT 4 LOT 38 BLK F, 12.2000 ACRES
197	119525 73-2140-0060-0390-00	J & G FARMS	ABST2 - ARROYO GARDENS UNIT 4 LOTS 39 THRU 46 BLK F, 94.6100 ACS
198	119526 73-2140-0060-0470-00	ATKINSON RICHARD	ABST2 - ARROYO GARDENS UNIT 4 LOTS 47-48-49 BLK F, 36.0000 ACRES
199	119527 73-2140-0060-0500-00	ATKINSON ARNULFO & NANCY	ABST2 - ARROYO GARDENS UNIT 4 LOT 50 BLK F, 13.9200 ACRES
200	119528 73-2140-0060-0510-00	ATKINSON ARNULFO & NANCY	ABST2 - ARROYO GARDENS UNIT 4 LOTS 51-52-53-54 BLK F, 52.380 ACS
201	119529 73-2140-0060-0551-00	KARPETS YEVGENIY EUGENE	ABST2 - ARROYO GARDENS UNIT 4 LOT 55 & 5.69 AC LOT 56 BLK F ABST 2, 18.285 AC
202	119532 73-2140-0060-0562-00	KARPETS YEVGENIY EUGENE	ARROYO GARDENS UNIT 4 SUBDIVISION N 6.2850 ACRES LOT 56 BLK F
203	119534 73-2140-0060-0572-00	OSIPOVE GALINA CONSERVATOR EST OF YEVGENIY KARPETS C/O DIONNE BROOM	ARROYO GARDENS UNIT 4 SUBDIVISION 1.33 ACRES LOT 57 BLK F
204	119535 73-2140-0060-0580-00	CHOLICK ALBERT J	ABST2 - ARROYO GARDENS UNIT 4 LOTS 58-59 BLK F, 22.0020 ACRES
205	119730 73-2700-0010-0010-00	MORENO DANNY & ERICA	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 1, 1.523 ACRES
206	119732 73-2700-0010-0020-00	ATKINSON RODLOFO	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 2, 0.8612 ACRES
207	119733 73-2700-0010-0030-00	GLOYER RUTH ANN	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 3, 1.4410 ACRES
208	119734 73-2700-0010-0040-00	ATKINSON ARNULFO	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 4, 10.7900 ACRES
209	128025 74-7375-0010-0190-00	MEDINA MARIA	LOT 19 BLK 1 803 FARMS SUBDIVISION
210	128026 74-7375-0010-0200-00	FLORES AMALIA	LOT 20 BLK 1 803 FARMS SUBDIVISION
211	128046 74-7375-0010-0400-00	LOF LAWRENCE V	LOT 40 BLK 1 803 FARMS SUBDIVISION
212	128048 74-7375-0010-1050-00	SAN BENITO C C DRAINAGE DISTRICT #3	LOT 105 BLK 1 803 FARMS SUBDIVISION

A	B	C	D
213	142436 76-0020-0040-0000-00	MOODY BUFORD C	LA LEONA SUBDIVISION 99.567 ACRES OUT OF BLKS 4,5,6,19,20,21,28,29,30,40 & PT BLK 41
214	142435 76-0020-0010-0000-00	Quidt, Judith Young	BLK 1, 2 & 3 LA LEONA SUBDIVISION 30.0100 ACRES
215	142440 76-0020-0070-0100-00	Waters Barry Dean & Krista Gayle	LA LEONA SUBDIVISION 81.52 ACRES OF N PT BLKS 7-8-9, ALL B BLK 10,11,12,13,14,15,34,35,36,37, W PT 38 LA LEONA SUBDIVISION SAVE & EXCEPT 0.160 ACRE OF 10, Undivided Interest 25.000000000000%
216	142442	CANALES ALMA ROSA	ABST 2- LA LEONA BLK 22 THRU 27, 66.5800 ACRES
217	142449 76-0020-0220-0000-00	Quidt, Judith Young	ABST 2- LAS YESCAS RANCH LOT 1
218	143329 76-3365-0000-0010-00	GAYTAN ROY & ENEIDA	ABST 2- LAS YESCAS RANCH LOT 2
219	143330 76-3365-0000-0020-00	BUENROSTRO LUCIANO JR	ABST 2- LAS YESCAS RANCH LOT 3
220	143331 76-3365-0000-0030-00	MULLENS MARGARITA	ABST 2- LAS YESCAS RANCH LOT 4
221	143332 76-3365-0000-0040-00	RODRIGUEZ JUAN E	ABST 2- LAS YESCAS RANCH LOT 5
222	143333 76-3365-0000-0050-00	ARGULIN AJUCIA	ABST 2- LAS YESCAS RANCH LOT 6
223	143334 76-3365-0000-0060-00	TELLEZ MIGUEL A & OLIVIA M	ABST 2- LAS YESCAS RANCH LOT 7
224	143335 76-3365-0000-0070-00	KEEN JACKIE D & RUTH	ABST 2- LAS YESCAS RANCH LOT 8
225	143336 76-3365-0000-0080-00	KEEN JACKIE D & RUTH	ABST 2- LAS YESCAS RANCH LOT 9
226	143337 76-3365-0000-0090-00	FALCON MARIA E	ABST 2- LAS YESCAS RANCH LOT 9
227	144898 76-8720-1600-0000-00	ATKINSON OVIDIO G & OTILIA	ABST 2 - MONTE GRANDE 2 BLK 160-161-162-163, 54.1300 AC
228	154812 78-1010-1430-0200-00	CHERRINGTON CHARLES BONNIE	S B I CO RES NE BLK 143, 40.5500
229	154859 78-1010-1630-0300-00	VASQUEZ ESTELLA E	ABST 2 - S B I CO PT BLK 163, 3.4000 ACRES
230	154860 78-1010-1630-0500-00	VASQUEZ ESTELLA E	ABST 2 - S B I CO BLK 163 PTNES.88, 5.5900 ACRES
231	154861 78-1010-1640-0100-00	VASQUEZ ESTELLA E	ABST 2 - S B I CO BLK 164, 16.6000 ACRES
232	154862 78-1010-1640-0200-00	GARCIA NATIVIDAD	78-1010 SAN BENITO IRRIGATION COMP ANY, BLOCK 164 & 163 PT, ACRES 20.00
233	154863 78-1010-1640-0300-00	VASQUEZ ESTELLA E	ABST 2 - S B I CO BLK 164, 16.4400 ACRES
234	154864 78-1010-1650-0100-00	VASQUEZ ESTELLA E	ABST 2 - S B I CO BLK 165, 52.1000 ACRES
235	154865 78-1010-1650-0200-00	Vasquez Estela E.	ABST 2 - S B I CO BLKS 165 & 188, 20.1800 ACRES
236	154868 78-1010-1660-0400-00	Vasquez Estela E.	ABST 2 - S B I CO BLK 166 E, 19.020 ACRES
237	154923 78-1010-1850-0300-00	Vasquez Estela E.	78-1010 SAN BENITO IRRIGATION COMP ANY, BLOCK 185, ACRES
238	154924 78-1010-1850-0400-00	Vasquez Estela E.	ABST 2 - S B I CO BLK 185 N2.63E7 6 6, 2.6300 ACRES
239	154925 78-1010-1860-0100-00	Vasquez Estela E.	ABST 2 - S B I CO BLK 186 E10S41.49, 10.0000 ACRES
240	154926 78-1010-1860-0200-00	Vasquez Estela E.	ABST 2 - S B I CO N-W-5 PT BLK 186, 41.4900 ACRES
241	154927 78-1010-1870-0000-00	VASQUEZ ESTELA	SAN BENITO IRRIGATION CO SUBD 50.88 ACRES BLK 187
242	155031 78-1010-2170-0200-00	RHYNER WALTER & THELMA	ABST 2 - S B I CO BLK 217 S, 20.0000 ACRES
243	155034 78-1010-2180-0300-00	RHYNER WALTER & THELMA	ABST 2 - S B I CO BLK 218 S, 24.84 AC
244	160948 79-1200-0000-0000-10	MOBLEY ROBERT L	ESPIRITU SANTO GRANT SHARE 12 10.306 AC OUT OF 849.063 ACRES AKA BLK 17 KEMPNER CITRUS GROVE
245	160949 79-1200-0000-0003-00	MOBLEY ROBERT L	ESPIRITU SANTO GRANT SHARE 12 34.425 ACS OF 116.553 AC OF 1095.235 ACS
246	160950 79-1200-0000-0010-00	R. & S FARMS	ABST 2 UNSUBDIVIDED SHARE 12 12.22 ACS OF 849.063 ACS (AKA BLK 41 KEMPNER CITRUS GROVES)
247	160953 79-1200-0000-0020-00	SIAS JOSE & IDOLINA	

A	B	C	D
248	160954 79-1200-0000-0400-00	MOBLEY ROBERT L	ESPIRITU SANTO GRANT SHARE 12 512.00 ACS OF BLK 40 OUT OF 806.2640 ACS
249	161971 79-1210-0260-0302-00	MARQUEZ JOSE	ESPIRITU SANTO GRANT SHARE 12 91 ACS OF E 120 OF N 240 OF 352.82 AC TRACT
250	161972 79-1210-0260-0500-00	ELLIOTT ROBERTS RANCHES INC	ESPIRITU SANTO GRANT 12 1386.950 ACRES TRACTZ-1 ABST 2 ABST2 - UNSUBDIVIDED NE COR SHARE 12 TRACT Z-1, 64.7200 ACRES
251	161973 79-1210-0260-0600-00	T W & ASSOCIATES RE LTD	ABST2 - UNSUBDIVIDED SHARE 12 TRACT Z-1, 163.1700 ACRES
252	161981 79-1210-0260-0800-00	VF INVESTMENTS LP	ESPIRITU SANTO GRANT SHARE 12 112.82 ACRES TRACT Z-1
253	161982 79-1210-0260-0900-00	KARPETS YEVGENIY EUGENE	UNSUBDIVIDED - ABST 2, SHARE 12 TRA CT Z-1, 19.17 ACRES
254	161983 79-1210-0260-1000-00	CAMERON COUNTY IRRIGATION DISTRICT #1	HI-LAND SUBDIVISION LOT 1 BLK 1
255	161984 79-1211-0010-0010-00	TREVINO JESUS & GRISELDA	HI-LAND SUBDIVISION LOT 2 BLK 1
256	161985 79-1211-0010-0020-00	TREVINO JESUS & GRISELDA	HI-LAND SUBDIVISION LOT 3 BLK 1
257	161986 79-1211-0010-0030-00	ALVAREZ EDUARDO &	HI-LAND SUBDIVISION LOT 4 BLK 1
258	161987 79-1211-0010-0040-00	ALVAREZ EDUARDO JR & CYNTHIA ANN	HI-LAND SUBDIVISION LOT 5 BLK 1
259	161988 79-1211-0010-0050-00	BUENOSTRO RICARDO	HI-LAND SUBDIVISION LOT 6 BLK 1
260	161989 79-1211-0010-0060-00	CANO JUAN	HI-LAND SUBDIVISION LOT 7 BLK 1
261	161990 79-1211-0010-0070-00	CANO RAUL & EMMA G GONZALEZ	HI-LAND SUBDIVISION LOT 8 BLK 1
262	161991 79-1211-0010-0080-00	RAMIREZ RENE I	HI-LAND SUBDIVISION LOT 9 BLK 1
263	161992 79-1211-0010-0090-00	CEDILLO LUIS P & PAULINE	HI-LAND SUBDIVISION LOT 10 BLK 1
264	161993 79-1211-0010-0100-00	ORTEGA AGAPITO & ESMERALDA	HI-LAND SUBDIVISION LOT 11 BLK 1
265	161994 79-1211-0010-0110-00	SANCHEZ JOSE O & MARTA O RANGEL	HI-LAND SUBDIVISION LOT 12 BLK 1
266	161995 79-1211-0010-0120-00	AHMADA GRISELDA	HI-LAND SUBDIVISION LOT 13 BLK 1
267	161997 79-1211-0010-0130-00	RODRIGUEZ RAUL M & ENRIQUETA	HI-LAND SUBDIVISION LOT 14 BLK 1
268	161998 79-1211-0010-0140-00	ESTRADA BLANCA LORENA	HI-LAND SUBDIVISION LOT 15 BLK 1
269	162000 79-1211-0010-0150-00	JUDKINS JAMES K	HI-LAND SUBDIVISION 100% UNDIVIDED INTEREST IN LOT 16 BLK 1
270	162001 79-1211-0010-0160-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 17 BLK 1
271	162003 79-1211-0010-0170-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 18 BLK 1
272	162004 79-1211-0010-0180-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 19 BLK 1
273	162005 79-1211-0010-0190-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 20 BLK 1
274	162006 79-1211-0010-0200-00	GONZALEZ MONICA	HI-LAND SUBDIVISION LOT 21 BLK 1
275	162007 79-1211-0010-0210-00	CONFIDENTIAL	ESPIRITU SANTO GRANT SHARE 14, 464.891 ACRES OUT OF A 1,263.244 ACRES BETWEEN FM 1561 & FM 106
276	165391 79-1400-0010-0103-00	SAENZ GLORIA	1,257.6050 AC OUT OF 1,263.244 ACS BETWEEN FM 1561 & FM 106
277	165392 79-1400-0010-0103-01	SAENZ GLORIA	FM 106
278	165402 79-1410-0010-0201-10	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 284.1685 ACS OF 1373.198 ACS OUT OF 1453.745 ACRES
279	165402 79-1410-0010-0201-10	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 284.1685 ACS OF 1373.198 ACS OUT OF 1453.745 ACRES

A	B	C	D
280	165403 79-1410-0010-0201-11	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 192.50 AC OF 1324.3745 AC OF 1373.198 OUT OF 1453.745 ACS
281	165425 79-1410-0080-0010-00	CAMERON COUNTY WATER IMP	UNSUBDIVIDED - ABST 2, LOT 8, ACRES 4.71
282	165425 79-1410-0080-0010-00	CAMERON COUNTY WATER IMP	UNSUBDIVIDED - ABST 2, LOT 8, ACRES 4.71
283	165452 79-1410-0110-0201-00	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14 10.77 ACRES OUT OF 1373.198 ACS OUT OF A 1453.745 AC TRACT
284	165750 79-1510-0050-0360-00	LOF LARRY	ESPIRITU SANTO GRANT - ABST 2 UNSUBDIVIDED SHARE 15 TRACTS E36, E37, E37N, E38 & E39 57.457 ACRES
285	165753 79-1510-0050-0380-00	LOF LARRY	ESPIRITU SANTO GRANT - ABST 2 UNSUBDIVIDED SHARE 15 TRACTS E36, E37, E37N, E38 & E39 57.457 ACRES
286	165752 79-1510-0050-0363-00	AGUILAR GUILLERMO & SANDY POY	ESPIRITU SANTO GRANT UNSUBDIVIDED SH 15 1.267 ACRES PT TR E37, ABST 2
287	166168 79-1700-0040-0100-01	Rancho El Sacrificio Farms, LLC	ABST-2 UNSUBDIVIDED SHARE 17 629.134 ACRES OF 640.156 ACRES OF 653.93 ACRES TRACT D
288	166170 79-1700-0040-0200-00	MENDEZ SANDRA KAY	ABST 2 - UNSUBDIVIDED SHARE 17 TRACT D, 0.9960 ACRES
289	166171 79-1700-0040-0300-00	WATERS BRENDA E & JAIME J WAYLAND WATERS	ESPIRITU SANTO GRANT SHARE 17 178.860 ACRES TRACT D
290	166219 79-1701-0010-0010-00	LIRA JOSE LUIS & LENA J	LOT 1 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
291	166220 79-1701-0010-0020-00	MENDEZ RITO	LOT 2 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
292	166221 79-1701-0010-0030-00	SANCHEZ ZEUS S & MARIA G	LOT 3 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
293	166222 79-1701-0010-0040-00	YANES M SANTOS	LOT 4 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
294	166231 79-1701-0020-0050-00	SOTO RALPH & LYNDA A	LOT 5 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
295	166232 79-1701-0020-0060-00	AZUA ARTURO	LOT 6 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
296	166233 79-1701-0020-0070-00	CASTILLO SALVADOR & ELIZABETH L	LOT 7 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
297	166234 79-1701-0020-0080-00	HALEY JEFFERY J & HALEY AMY	LOT 8 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
298	166778 79-1900-0450-0120-00	COLIMA RANCH PARTNERSHIP	ABST 2 - UNSUBDIVIDED 5468.7 IN 937.4 3 SHARE 19 TRACT 45, 468.7100 ACRES
299	166789 79-1900-0450-0175-00	COLIMA RANCH PARTNERSHIP	ABST 2 - UNSUBDIVIDED N OF BAYVIEW RD SHARE 19 PT TRACT 45, 350.0000 ACRES
300	166807 79-1900-0460-0100-00	COMBE CONCEPCION ET AL	ESPIRITU SANTO GRANT SHARE 19 S 330.10 ACRES OF N 643.1 ACRES PAREDES PARTION TRACT 46 ABST 2
301	166808 79-1900-0460-0300-00	SCAIEF MICHAEL & JOHN	ESPIRITU SANTO GRANT SHARE 19 122.190 ACRES PAREDES PARTITION TRACT 46 ABST 2
302	166810 79-1900-0460-0400-00	SCAIEF MICHAEL F & SCAIEF JOHN F	ESPIRITU SANTO GRANT SHARE 19 121.680 ACRES OF N 292.37 ACRES PAREDES PARTITION TRACT 46 ABST 2
303	166973 79-1900-0500-0201-00	LAGUNA ENCANTADA LP	ABST 2 - UNSUBDIVIDED SH 19 PT TR 50 N, 673.91 OF 833.93 AC OF 1296.38 AC OF S 1465.60 AC TRACT 50
304	166974 79-1900-0500-0202-00	Filip David H.	ESPIRITU SANTO GRANT SHARE 19 227.9230 AC OF 1011.78 AC
305	166975 79-1900-0500-0202-10	PEMBEL INVESTMENTS L P	ESPIRITU SANTO GRANT SHARE 19 400.00 ACS OUT OF 651.173 OF 1011.78 AC PT TRACT 50
306	166981 79-1900-0500-0300-00	LAGUNA ENCANTADA LP	ABST 2 - UNSUBDIVIDED SHARE 19 TRACT 50 S, 31.7 AC CF 207.5 ACS
307	170061 79-2220-0150-0100-00	VALENCIA M L FAMILY & GEORGE ARANGO & LUIS ARANGO	ABST 2 - UNSUBDIVIDED SHARE 22 TR O -2, 1241.6100 ACRES
308	170061 79-2220-0150-0100-00	VALENCIA M L FAMILY & GEORGE ARANGO & LUIS ARANGO	ABST 2 - UNSUBDIVIDED SHARE 22 TR O -2, 1241.6100 ACRES

A	B	C	D
309	170063 79-2220-0160-0210-00	LA LEONA ENTERPRISES INC	ABST 2 - UNSUBDIVIDED SHARE 22 TRACT P-2 45.29 ACRES ABST2 - UNSUBDIVIDED SHARE 22 TRACT Q-2, 1582.6000ACRES
310	170064 79-2220-0170-0100-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ABST2 - UNSUBDIVIDED SHARE 22 TRACT Q-2, 172.0000 ACRES
311	170065 79-2220-0170-0200-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ESPIRITU SANTO GRANT SHARE 22 592.100 ACRES TRACT R-2N
312	170066 79-2220-0180-0100-00	FROST NATIONAL BANK TRUSTEES	ESPIRITU SANTO GRANT SHARE 22 592.100 ACRES TRACT R-2N
313	170066 79-2220-0180-0100-00	FROST NATIONAL BANK TRUSTEES	ESPIRITU SANTO GRANT SHARE 22 513.90 ACS OUT OF 579.9 ACS OF 4183.6 ACS TRACT AKN MATA DE SANDIA RANCF TR R- 2 ABST 2
314	170071 79-2220-0180-0202-00	MAYFIELD CHARLES & TOMMY	ESPIRITU SANTO GRANT SHARE 22 (PARCEL 16) 66.00 ACS OUT OF 579.90 ACS OF 4183.6 AKN MATA DE SANDIA RANCF TR R- 2 ABST 2
315	170072 79-2220-0180-0203-00	WATERS DONALD B & JANICE	ESPIRITU SANTO GRANT SHARE 22 TRACT R-2 130.00 ACRES ABST 2.
316	170073 79-2220-0180-0300-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ESPIRITU SANTO GRANT SHARE 22 TRACT R-2 70.00 ACRES ABST 2
317	170075 79-2220-0180-0400-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ABST2-UNSUBDIVIDED SH 22 TR R-2 S. 1045.4 ACRES
318	170076 79-2220-0180-0500-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ESPIRITU SANTO GRANT SHARE 22 25.00 ACRES OUT OF TRACT 5-2 E
319	170078 79-2220-0190-0100-00	WELKER EMMA	ESPIRITU SANTO GRANT SHARE 22 11.0500 ACRES TRACT 1 VICENTE SANDOVAL HEIRS PARTITION OF 66.18 ACRES SUR 552 UNRECORDED
320	170079 79-2220-0190-0200-00	GONZALES CONCEPCION S HRS	ESPIRITU SANTO GRANT SHARE 22 4.9800 ACRES OUT OF 11.03 ACRES TRACT 2 VICENTE SANDOVAL HEIRS PARTITION OF 66.18 AC SUR 552
321	170080 79-2220-0190-0300-00	CAMERON COUNTY TRUSTEE	ESPIRITU SANTO GRANT SHARE 22 23.540 ACS OUT OF 76.104 ACRES TRACT 5-2
322	170084 79-2220-0190-0701-00	ARGULLIN ARMIN	ESPIRITU SANTO GRANT SHARE 22 12.684 ACRES OUT OF 76.104 ACRES TRACT 5-2 ABST.2
323	170096 79-2220-0190-0702-00	ARGULLIN ARMIN SR	ESPIRITU SANTO GRANT SHARE 22 12.684 ACS OUT OF 38.776 ACS OF 76.104 TRACT 5-2
324	170097 79-2220-0190-0703-00	ARGULLIN LIDIA	ABST2 - UNSUBDIVIDED SHARE 22 TRACT T-2, 131.1000 ACRES ABST2 - UNSUBDIVIDED SHARE 22 TRACT T U-2, 150.0000 ACRES
325	170098 79-2220-0200-0000-00	WATERS BRENDA E & JAIME J WAYLAND WATERS	ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 1-2 55.200 ACRES ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 1)
326	170099 79-2220-0210-0000-00	ATKINSON OVI &	ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 4. 43.0000 ACRES
327	170100 79-2220-0220-0010-00	ATKINSON RICHARD	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 1)
328	170101 79-2220-0220-0030-00	GARCIA JOSE ARMANDO	ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 4. 43.0000 ACRES
329	170103 79-2220-0220-0040-00	T D FARMS	79-2220 UNSUBDIVIDED - ABST 2 SHAR E 22 TR C D F H-M & O-Z, BLOCK 2, PT OF TRACT 5 10.75 ACRES TRACT.
330	170104 79-2220-0220-0050-00	DUENEZ ANTONIO & LUPE V	

	A	B	C	D
331	170105	79-2220-0220-0051-00	DUENEZ ANTONIO & LUPE V	ABST2 - UNSUBDIVIDED PT SH 22 TR V-2 BLK 5, E 10.75 ACRES OF THE WEST 21.50 ACRES. BUILDING ONLY
332	170106	79-2220-0220-0052-00	DUENEZ ANTONIO & LUPE V	UNSUBDIVIDED - ABST 2 SHARE 22 TR C D F H-M & O-Z, BLCK 22. PT OF LOT 5, ACRES 10.75
333	170108	79-2220-0220-0054-00	DUENEZ ANTONIO & LUPE V	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT V-2, BLK 5, 10.75 ACRES
334	170111	79-2220-0220-0057-00	DUENEZ ANTONIO & LUPE V	UNSUBDIVIDED - ABST 2 SHARE 22 TRACT V-2, BLK 5, ACRES 10.75
335	170113	79-2220-0220-0065-00	GONZALEZ CONRADO	ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 6 PTE10, 9.5040 ACRES
336	170115	79-2220-0230-0010-00	ALFARO NORMA	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 7 (EXHIBIT "B" V.17242 P.241) 7.02 ACRES OUT OF BLOCKS 3 & 5 OF THE ALFREDO GARZA HEIRS PARTITION VOL 176 PG 399 CRCC (TRW-2)
337	170117	79-2220-0230-0012-00	ORTEGA NATALIO G JR & LETICIA	BLK 1 ESPIRITU SANTO GRANT SHARE 22 1.00 ACRES OUT OF 30.27 ACS OF THE ALFREDO GARZA HEIRS PARTITION (VOL 176 PG 399)
338	170118	79-2220-0230-0013-00	GARZA XAVIER	BLK 1 ESPIRITU SANTO GRANT SHARE 22 2.21 ACRES OUT OF 30.27 ACRES OF THE ALFREDO GARZA HEIRS PARTITION (VOL 176 PG 399)
339	170119	79-2220-0230-0014-00	GUERRERO ERNESTINA	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 5 (EXHIBIT "B" V.17242 P.241) 7.24 ACRES OUT OF BLOCKS 3 & 5
340	170121	79-2220-0230-0021-00	SANDOVAL MANUEL & DALIA SANTOS	BLK 2 ESPIRITU SANTO GRANT SHARE 22 30.27 ACRES OF THE ALFREDO GARZA HEIRS PARTITION (VOL 176 PG 399)
341	170126	79-2220-0230-0030-00	ALFARO NORMA LINDA	BLK 3 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 3 (EXHIBIT "B" V.17242 P.241) 22.7025 ACRES OUT OF BLOCKS 3, 4 & 5
342	170127	79-2220-0230-0043-00	GUERRERO ERNESTINA	BLK 4 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 4 (EXHIBIT "B" V.17242 P.241) 22.7025 ACRES OUT OF BLOCKS 3, 4 & 5
343	170128	79-2220-0230-0050-00	DTL PROPERTIES LLC	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 5, NKA TRACT 1 (EXHIBIT "B" V.17242 P.241) 22.7025 ACRES OUT OF BLOCKS 3, 4 & 5
344	170129	79-2220-0230-0060-00	ESCOBEDO ROGERIO G	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 6, 30.2700 ACRES
345	170131	79-2220-0230-0070-01	VASQUEZ VELMA	UNSUBDIVIDED SH 22 TR W-2 1.00 ACRE OUT OF 28.27 AC BLK 1
346	170133	79-2220-0230-0072-00	RANGEL ADRIANA	ABST 2 - UNSUBDIVIDED SH 22 TR W-2 7.510 AC OUT OF 23.05 AC TRACT 7 ALFREDO GARZA HEIR PARTITION (VOL 176 PG 399 CCDR)
347	170136	79-2220-0230-0080-00	LEDET DANIEL M ET UX	ESPIRITU SANTO GRANT SHARE 22 30.2700 ACRES OUT OF TRACT W-2 BLK 8
348	170137	79-2220-0230-0090-00	WINGERT PETER L & MARYANN M	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 9, 30.2700 ACRES

A	B	C	D
			ABSTZ - UNSUBDIVIDED SH 22 TR W-2 BLK 10, 30.2700 ACRES
349	170138 79-2220-0230-0100-00	MAUGHAN REX G & RUTH G MAUGHAN TRS	79-2220 UNSUBDIVIDED - ABST 2 SHAR E 22, TRACT X-2
350	170139 79-2220-0240-0100-00	PINE TREE CONSERVATION SOCIETY INC	ESPIRITU SANTO GRANT SHARE 22 111.4800 ACRES N 1/2 TRACT Z-2
351	170143 79-2220-0260-0100-00	T D FARMS	ESPIRITU SANTO GRANT SHARE 22 89.140 ACRES N 1/2 TRACT Z-2
352	170144 79-2220-0260-0200-00	RIO HONDO IMPLEMENT CO INC	LAS YESCAS SUBDIVISION II LOT 1 BLK 1 (CAB 1 SLOT 1968-B
353	170407 79-2228-0010-0010-00	SEPULVEDA ROSA	(CCMR)
354	170408 79-2228-0010-0020-00	SILVA BEATRIZ	LAS YESCAS SUBDIVISION II LOT 2 BLK 1 (CAB 1 SLOT 1968-B
355	170409 79-2228-0010-0030-00	MAY ERIC E & ADRIANA V	(CCMR)
356	170410 79-2228-0010-0040-00	HERNANDEZ OSCAR & LISA	LOT 3 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-B
357	170411 79-2228-0010-0050-00	LUCIO DANIEL & ANA LAURA LUCIO	(CCMR)
358	170412 79-2228-0010-0060-00	GALVAN-MARTINEZ VICTORIA	LOT 4 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-B
359	170413 79-2228-0010-0070-00	HILL ROBERTO & SYLVIA	(CCMR)
360	170414 79-2228-0010-0080-00	ATKINSON ANGELINA	LAS YESCAS SUBDIVISION II LOT 7 BLK 1 (CAB 1 SLOT 1968-B
361	170415 79-2228-0010-0090-00	SAENZ RAYMUNDO & PATRICIA	(CCMR)
362	170416 79-2228-0010-0100-00	VILLARREAL MARISELA	LAS YESCAS SUBDIVISION II LOT 9 BLK 1 (CAB 1 SLOT 1968-B
363	170417 79-2228-0010-0110-00	LUCIO LUCILA S	(CCMR)
364	170418 79-2228-0010-0120-00	LUCIO LUIS G	LOT 11 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-B
365	170419 79-2228-0010-0130-00	DIJAZ EUJAS F & OLIVIA G	(CCMR)
366	170420 79-2228-0010-0140-00	REYES DELIA	LAS YESCAS SUBDIVISION II LOT 10 BLK 1 (CAB 1 SLOT 1968-B
367	170421 79-2228-0010-0150-00	ZAMORA MIGUEL A	(CCMR)
368	170422 79-2228-0010-0160-00	ORTEGA ESMAEL SR ET AL	LAS YESCAS SUBDIVISION II LOT 13 BLK 1 (CAB 1 SLOT 1968-B
369	170423 79-2228-0010-0170-00	ORTEGA ESMAEL JR & MELISSA R	(CCMR)
370	170424 79-2228-0010-0180-00	RODRIGUEZ JOSE M	LAS YESCAS SUBDIVISION II LOT 14 BLK 1 (CAB 1 SLOT 1968-B
371	170425 79-2228-0010-0190-00	ORTEGA EDDIE	(CCMR)
			LAS YESCAS SUBDIVISION II LOT 16 BLK 1 (CAB 1 SLOT 1968-B
			(CCMR)
			LAS YESCAS SUBDIVISION II LOT 17 BLK 1 (CAB 1 SLOT 1968-B
			(CCMR)
			LAS YESCAS SUBDIVISION II LOT 18 BLK 1 (CAB 1 SLOT 1968-B
			(CCMR)
			LAS YESCAS SUBDIVISION II LOT 19 BLK 1 (CAB 1 SLOT 1968-B
			(CCMR)

A	B	C	D
372	170426 79-2228-0010-0200-00	RODRIGUEZ SUSANA	LAS YESCAS SUBDIVISION II LOT 20 BLK 1 (CAB 1 SLOT 1968-B CCMR)
373	170427 79-2228-0010-0210-00	ORTEGA EDDIE	LAS YESCAS SUBDIVISION II LOT 21 BLK 1 (CAB 1 SLOT 1968-B CCMR)
374	170428 79-2228-0010-0220-00	MARTINEZ GILBERT & CLAUDIA	LAS YESCAS SUBDIVISION II LOT 22 BLK 1 (CAB 1 SLOT 1968-B CCMR)
375	170429 79-2228-0010-0230-00	MARTINEZ GILBERT & CLAUDIA	LAS YESCAS SUBDIVISION II LOT 23 BLK 1 (CAB 1 SLOT 1968-B CCMR)
376	170430 79-2228-0010-0240-00	CERVANTES JOEL & BLANCA	LAS YESCAS SUBDIVISION II LOT 24 BLK 1 (CAB 1 SLOT 1968-B CCMR)
377	170431 79-2228-0010-0250-00	BAEZ MODESTO	LAS YESCAS SUBDIVISION II LOT 25 BLK 1 (CAB 1 SLOT 1968-B CCMR)
378	170434 79-2230-0010-0020-00	CAMERON COUNTY TRUSTEE	ESPIRITU SANTO GRANT SHARE 22 6.040 OUT OF 11.03 AC TRACT 2 VICENTE SANDOVAL HEIRS PARTITION 66.18 ACS SUR 552 UNRECORDED
379	170435 79-2230-0010-0031-00	VILLARREAL JOSE LUIS	ESPIRITU SANTO GRANT SHARE 22 8.00 ACRES OUT OF TRACT 3 VICENTE SANDOVAL HEIRS PARTITION 66.18 ACRES SUR 552 UNRECORDED
380	170437 79-2230-0010-0040-00	REVILLA JOSE G	ESPIRITU SANTO GRANT SHARE 22 7.03 ACRES OUT TRACT 4 UNRECORDED
381	170438 79-2230-0010-0050-00	CARAVEO NOE	VICENTE SANDOVAL HEIRS PARTITION 66.18 ACRES SUR 552 UNRECORDED
382	170439 79-2230-0010-0060-00	ZUNIGA SILVERIO & REFUGIA V TR OF ZUNIGA FAM TR	ESPIRITU SANTO GRANT SHARE 22 11.030 ACRES TRACT 5 UNRECORDED
383	170487 79-2230-0050-0200-00	NEWELL DAVID	VICENTE SANDOVAL HEIRS PARTITION 66.18 ACRES SUR 552 UNRECORDED
384	170493 79-2230-0050-0308-01	GONZALES CONRADO	ESPIRITU SANTO GRANT SHARE 22 49,270 ACRES OUT OF SURVEY 604 AND LA TINA RANCH TR E-3
385	170495 79-2230-0050-0308-03	MONTALVO MARCELA	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 9.0810 ACRES
386	170496 79-2230-0050-0308-04	TAMAYO EDNA	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 31.5120 ACRES
387	170498 79-2230-0050-0308-06	CABRERA CRISTOBAL	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 28.8520 ACRES
388	170499 79-2230-0050-0308-07	GONZALES JOSE R ET AL	ESPIRITU SANTO GRANT SHARE 22 6.304 ACS OF 31.5190 ACS TRACT E-3 UNSUBDIVIDED
389	170500 79-2230-0050-0308-08	GRACIA JOSE ARNOLDO	ABST 2 - UNSUBDIVIDED PT SHARE 22 24.519 ACRES TRACT E-3
390	170503 79-2230-0050-0308-11	ATKINSON RICHARD	ESPIRITU SANTO GRANT SHARE 22 25.215 ACS OUT OF 31.519 ACS TRACT E-3 UNSUBDIVIDED
391	241859 79-1900-0500-0210-00	Flinn David H.	ABST 2 - UNSUBDIVIDED TRACT IX (PR IVATE ROAD) SHARE 22 TRACT E-3, 0.8470 ACRES
392	244400 78-1895-0000-0370-00	LA CUESTA PARTNERS LTD	ESPIRITU SANTO GRANT SHARE 19 23.2500 AC OF 1011.73 ACS LOT 37 LOS POTREROS SUBDIVISION PHASE I (C1 2756-AB CCMR)

	A	B	C	D
393	244401	78-1896-0000-0380-00	LA CUESTA PARTNERS LTD	LOT 38 LOS POTREROS SUBDIVISION PHASE I C1 2756-AB CCMR
394	244402	78-1896-0000-0390-00	LA CUESTA PARTNERS LTD	LOT 39 LOS POTREROS SUBDIVISION PHASE I C1 2756-AB CCMR
395	244403	78-1896-0000-0400-00	LA CUESTA PARTNERS LTD	LOT 40 LOS POTREROS SUBDIVISION PHASE I C1 2756-AB CCMR
396	244802	79-2220-0220-0031-00	TREVINO ALFREDO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 2)
397	244803	79-2220-0220-0032-00	GALLEGOS RANDY ADAM & PATRICIA TREVINO GALLEGOS	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 3)
398	244804	79-2220-0220-0033-00	CARPENTER MARY & JESSEE TREVINO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 4)
399	244805	79-2220-0220-0034-00	TREVINO EMILIO JR & TREVINO INDIALESCIO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 5)
400	244806	73-2120-0010-0111-00	MARTINEZ GERARDO B	ABST2 - ARROYO GARDENS UNIT 2 E PT OF LOT 11 5.188 ACRES BLK A
401	356659	79-1200-0000-0150-00	JIMENEZ JOSE & JIMENEZ JACINTA D	ESPIRITU SANTO GRANT SHARE 12 14.78 ACRES OUT OF 794.264 ACRES (AKA BLK 15 KEMPNER CITRUS GROVES SUBD VOL 8 PG 74 CCMR)
402	356946	73-2140-0060-0261-00	OSHER HENRY PACKARD	ABST2 - ARROYO GARDENS UNIT 4 LOT 26 BLK F, 11.5000 ACRES
403	357960	79-1200-0000-0160-00	QUIROZ ANGEL ET AL	ESPIRITU SANTO GRANT SHARE 12 13.24 AC OUT OF 779.484 ACRES AKA BLK 15 KEMPNER CITRUS GROVES SUB (VOL 8 PG 47 CCMR)
404	359975	73-2120-0010-0260-00	LOCKETT FORD LEE III	ABST2 - ARROYO GARDENS UNIT 2 LOT 26 BLK A, 10 ACRES
405	361434	79-1410-0010-0202-00	J & I PARTNERS LTD	ESPIRITU SANTO GRANT SHARE 14, 626.206 ACS OF 1373.198 ACS OUT OF 1453.745 ACRES
406	361435	79-1410-0010-0203-00	J & I PARTNERS LTD	ESPIRITU SANTO GRANT SHARE 14, 221.50 AC OF 1324.3745 AC OF 1373.198 OUT OF 1453.745 ACS
407	366654	73-2140-0060-0573-00	KARPEZ YEVGENIY EUGENE	ARROYO GARDENS UNIT 4 SUBDIVISION 10.67 ACRES LOT 57 BLK F
408	371961	73-2110-0710-0010-01	INFANTE NICOLAS M & MARGARITA C	ABST2 - ARROYO GARDENS UNIT 1 BLK 71 S 5.50 AC OUT OF 11.00 ACRES
409	373769	79-2220-0230-0051-00	GARZA ERNESTO	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 5, NKA TRACT 2 (EXHIBIT "B" V.17242 P.241) 22.7025 ACRES OUT OF BLOCKS 3,4 & 5
410	373787	79-2220-0230-0015-00	GARZA GILBERTO G	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 6 (EXHIBIT "B" V.17242 P.241) 4.551 ACRES OUT OF BLOCKS 3,4 & 5 OF THE ALFREDO GARZA HEIRS PARTITION VOL 176 PG 399 CRCC (TRW-2)
411	373789	79-2220-0230-0011-00	GARZA ERNESTO	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 8 (EXHIBIT "B" V.17242 P.241) 7.24 ACRES OUT OF BLOCKS 3,4 & 5 OF THE ALFREDO GARZA HEIRS PARTITION VOL 176 PG 399 CRCC (TRW-2)

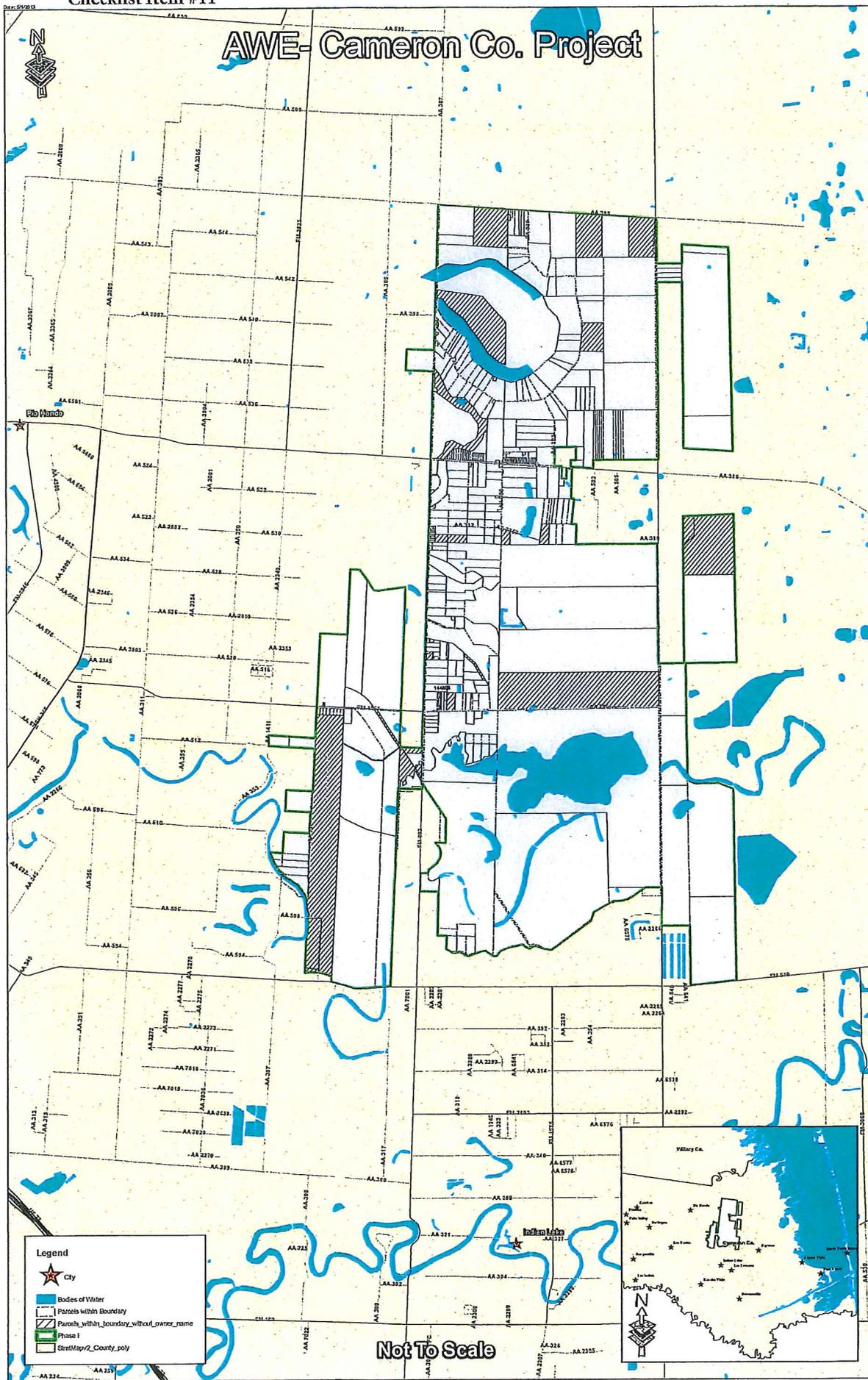
A	B	C	D
412	374733 79-1400-0010-0103-02	SAENZ TOMAS & NORMA C SAENZ	ESPIRITU SANTO GRANT SHARE 14, 36.831 AC OF 172.58 ACS OF 1,257.605D AC OUT OF 1,263.244 ACS BETWEEN FM 1561 & FM 106
413	380183 79-1900-0500-0207-00	LA CUESTA PARTNERS LTD	ABST2 - UNSUBDIVIDED SH 19 PT TR 50 N, 157.02 ACS OUT OF 830.95 AC OF S 1296.38 AC OF S 1465.60 AC TRACT 50
414	380584 73-2110-0820-0010-00	WATERS DONALD BURL	BLK 82 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 ACRES
415	380683 73-2110-0820-0011-00	WATERS DONALD B & JANICE	BLK 87 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 ACRES ABSTZ - ARROYO GARDENS UNIT 4 LOT 4,10,11,12,13 BLK F, 59.53 ACS
416	385167 73-2140-0060-0041-00	CHOLICK ALBERT J	ESPIRITU SANTO GRANT 12 199.50 ACRES TRACTZ-1 ABST 2
417	386294 79-1210-0260-0510-00	SANTA ROSA DE ANAHUAC INC	

Checklist Item #10

Description of Land

The project area is rural, consisting mostly of cultivated fields and some grazing land. There are also some single family homes sparsely located in the project area, located primarily along the Farm-to-Market roads in the project area (FM 106, 803 and 1847).

AWE- Cameron Co. Project



Legend

- ★ City
- Blue Area Bodies of Water
- Diagonal Lines Parcels within Boundary without owner name
- Green Outline Phase I
- Green Outline Stratmap/2_County_poly

Not To Scale



Checklist Item #12

Description of all Existing Improvements

There are currently NO existing improvements.

Checklist Item #13

Request for Waiver of Job Creation Requirement

Attached



May 30, 2013

Mr. Gonzalo Salazar, Superintendent
Los Fresnos Consolidated Independent School District
600 N. Mesquite St.
Los Fresnos, TX 78566

RE: Ch-313 Application for Appraised Value Limitation – Job Waiver Request

Dear Mr. Salazar,

This letter is to advise you that Apex Wind Energy ('Apex') is submitting its Chapter 313 Application for Appraised Value Limitation on Qualified Property with a request for a waiver of the jobs creation requirement. House Bill 1470 altered the jobs requirement by adding Section 313-025 (f-1) to permit a school district's board of trustees to make a finding that the job requirement could be waived if the job 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.

Apex requests that the Los Fresnos Consolidated Independent School District's Board of Trustees make such a finding and waive the job creation requirement for the permanent jobs. Based on the industry standard, the size and scope of this project will require approximately ten (10) permanent jobs.

As background information on the creation of the full-time jobs by wind energy projects, these types of projects create a large number of full-time, temporary jobs during the construction phase, but require a small number of highly skilled technicians to operate the wind project once construction is completed and commercial operations begin. 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. The industry standard for permanent employment is one full-time employee for every fifteen to twenty (15-20) turbines, although this number varies depending on the turbines selected as well as the support and technical assistance offered by the turbine manufacturer. In addition to the onsite employees described, there may be asset managers or technicians who supervise, monitor, and support the wind project operations from offsite locations. However, please note that the local economic impact for a 165 MW project is approximately \$18 million of direct spending by the wind farm during construction and \$5 million in direct spending by the wind farm per year thereafter.

We look forward to bringing the Cameron Wind project into construction in early 2014 and into commercial operations by the end of 2014. Please do not hesitate to contact me at (434) 220-7595 or Karlis Povisils (Project Manager of Cameron Wind) if you would like additional information about Cameron Wind or Apex Wind Energy. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Mark Goodwin'.

Mark Goodwin
President

Checklist Item #14

ATTACHMENT

CALCULATION OF WAGE REQUIREMENTS – CAMERON COUNTY

110% of County Average Weekly Wage for All Jobs

2012	1Q	506
2012	2Q	505
2012	3Q	509
2012	4Q	549

2069/4= \$517.25 average weekly salary
 X 1.1 (110%)
 \$568.98 *110% of County Average Weekly Wage for all jobs*

110% of County Average Weekly Wage for Manufacturing Jobs in County

2012	1Q	796
2012	2Q	795
2012	3Q	794
2012	4Q	909

3295/4= \$823.75 average weekly salary
 X 1.1 (110%)
 \$906.13 *110% of County Average Weekly Wage for Manufacturing Jobs*

110% of County Average Weekly Wage for Manufacturing Jobs in Region (Lower Rio Grande Valley)

\$15.08 per hour
X 40 hr per week
\$603.20 average weekly salary

\$603.20 average weekly salary
X 1.1 (110%)
\$663.52

\$663.52
X 52 weeks
\$34,503.04 *110% of County Average Weekly Wage for Manufacturing Jobs in Region*

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
2012	1st Qtr	Cameron County	Private	00	0	10	Total, All Industries	\$506
2012	2nd Qtr	Cameron County	Private	00	0	10	Total, All Industries	\$505
2012	3rd Qtr	Cameron County	Private	00	0	10	Total, All Industries	\$509
2012	4th Qtr	Cameron County	Private	00	0	10	Total, All Industries	\$549

Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

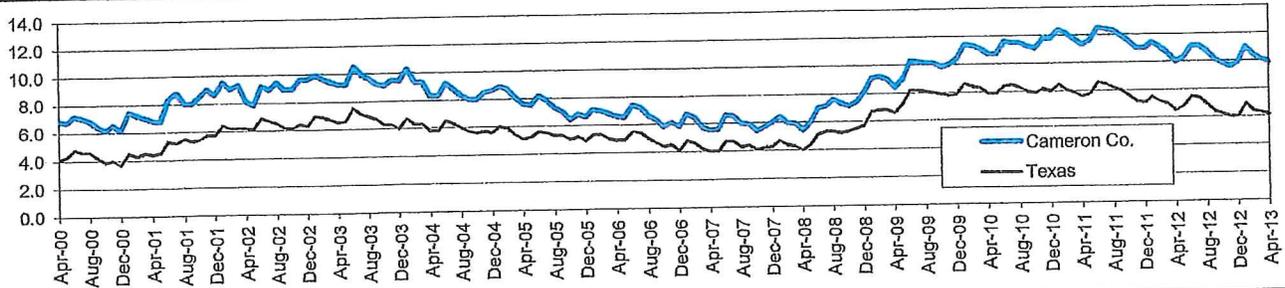
Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2012	1st Qtr	Cameron County	Private	31	2	31-33	Manufacturing	\$796
2012	2nd Qtr	Cameron County	Private	31	2	31-33	Manufacturing	\$795
2012	3rd Qtr	Cameron County	Private	31	2	31-33	Manufacturing	\$794
2012	4th Qtr	Cameron County	Private	31	2	31-33	Manufacturing	\$909

Cameron County Workforce Development Area*

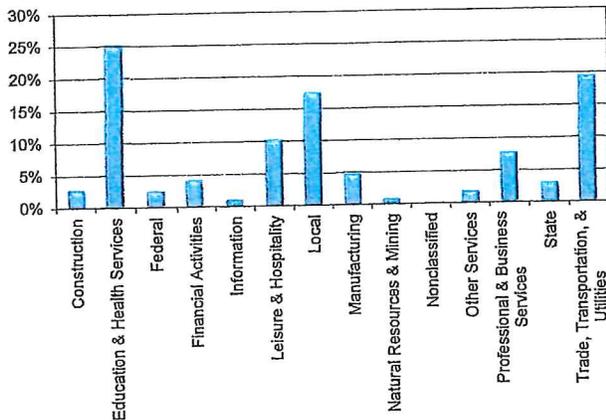
April 2013

Cameron County WDA					Texas				
	CLF	Employed	Unemployed	Rate		CLF	Employed	Unemployed	Rate
Apr-13	163,556	147,296	16,260	9.9	Apr-13	12,736,120	11,955,418	780,702	6.1
Mar-13	163,838	147,271	16,567	10.1	Mar-13	12,685,594	11,885,778	799,816	6.3
Apr-12	162,558	146,254	16,304	10.0	Apr-12	12,541,233	11,721,272	819,961	6.5

Historical Unemployment Rates



Cameron County WDA Industry Composition 3rd Quarter 2012



Total WDA Claims

Continued Claims for the Week of the 12th				
	Apr-13	Mar-13	Apr-12	OTY
Continued	2,706	2,774	2,761	-55

Texas Unemployment Insurance Claims

Continued Claims for the Week of the 12th				
	Apr-13	Mar-13	Apr-12	OTY
Continued	124,483	128,994	126,440	-1,957

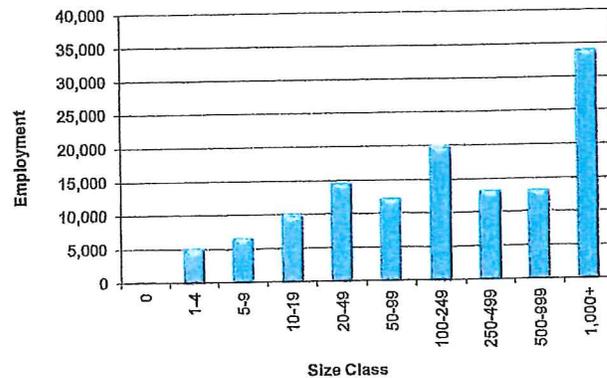
Cameron County WDA Average Weekly Wage

	Cameron Co.	Texas
3rd Quarter 2012	\$580.49	\$929.84
2nd Quarter 2012	\$570.18	\$922.14
3rd Quarter 2011	\$589.54	\$931.54
Quarter Change	\$10.31	\$7.70
OTY Change	-\$9.05	-\$1.70

NAICS Covered Employment Quarterly Data 3rd Quarter 2012

SUPER SECTOR	Employment	Change	
		Quarter	Year
Construction	3,456	144	596
Education & Health Services	32,085	-291	605
Federal	3,136	77	98
Financial Activities	5,295	76	16
Information	1,246	-371	-646
Leisure & Hospitality	13,077	76	466
Local	22,380	-539	-147
Manufacturing	5,954	119	410
Natural Resources & Mining	914	116	116
Nonclassified	31	12	26
Other Services	2,333	49	-42
Professional & Business Services	9,919	-508	1,107
State	3,949	-236	-20
Trade, Transportation, & Utilities	24,863	222	388
TOTAL	128,638	-1,054	2,973

Size Class Employment Composition 3rd Quarter 2012



*Counties in WDA: Cameron

**2011 Manufacturing Wages by Council of Government Region
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
Texas	\$22.89	\$47,610
<u>1. Panhandle Regional Planning Commission</u>	\$19.32	\$40,196
<u>2. South Plains Association of Governments</u>	\$16.45	\$34,210
<u>3. NORTEX Regional Planning Commission</u>	\$18.14	\$37,733
<u>4. North Central Texas Council of Governments</u>	\$24.03	\$49,986
<u>5. Ark-Tex Council of Governments</u>	\$16.52	\$34,366
<u>6. East Texas Council of Governments</u>	\$18.27	\$37,995
<u>7. West Central Texas Council of Governments</u>	\$17.76	\$36,949
<u>8. Rio Grande Council of Governments</u>	\$15.69	\$32,635
<u>9. Permian Basin Regional Planning Commission</u>	\$21.32	\$44,349
<u>10. Concho Valley Council of Governments</u>	\$15.92	\$33,123
<u>11. Heart of Texas Council of Governments</u>	\$18.82	\$39,150
<u>12. Capital Area Council of Governments</u>	\$26.46	\$55,047
<u>13. Brazos Valley Council of Governments</u>	\$15.71	\$33,718
<u>14. Deep East Texas Council of Governments</u>	\$15.48	\$32,207
<u>15. South East Texas Regional Planning Commission</u>	\$28.23	\$58,724
<u>16. Houston-Galveston Area Council</u>	\$25.82	\$53,711
<u>17. Golden Crescent Regional Planning Commission</u>	\$20.38	\$42,391
<u>18. Alamo Area Council of Governments</u>	\$18.00	\$37,439
<u>19. South Texas Development Council</u>	\$13.85	\$28,806
<u>20. Coastal Bend Council of Governments</u>	\$22.35	\$46,489
* <u>21. Lower Rio Grande Valley Development Council</u>	\$15.08	\$31,365
<u>22. Texoma Council of Governments</u>	\$20.76	\$43,190
<u>23. Central Texas Council of Governments</u>	\$16.17	\$33,642
<u>24. Middle Rio Grande Development Council</u>	\$13.65	\$28,382

Source: Texas Occupational Employment and Wages

Data published: July 2012

Data published annually, next update will be summer 2013

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.

Checklist Item #15

Description of Benefits

Cameron Wind I, LLC offers the following benefits for employees & dependents:

- Medical
- Dental
- Life Insurance
- Short-term disability
- Long-term disability
- 401K Plan
- Individual Retirement Acct (IRA)
- Paid Cell Phone
- Paid Leave
- Paid Holidays

Checklist Item #16

ECONOMIC IMPACT ANALYSIS

Not Applicable

Checklist Item #17

Schedule "A" attached

Applicant Name
D Name
CAMERON WIND I, LLC
LOS FRESNOS C.I.S.D.

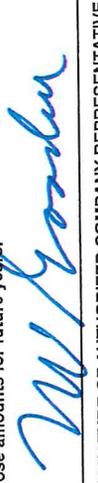
PROPERTY INVESTMENT AMOUNTS

(Estimated investment in each year. Do not put cumulative totals.)

Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Tangible Personal Property The amount of new investment (original cost) placed in service during this year	Column B: Building or permanent nonremovable component of building (annual amount only)	Column C: Sum of A and B Qualifying investment (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value	Column E: Total Investment (A+B+D)
Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment) Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property) Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property) Complete tax years of qualifying time period Value Limitation Period Continue to Maintain Viable Presence Post-Settle-Up Period Post-Settle-Up Period	1	2014	202,897,495	950,000	203,847,495	63,482,000	267,329,495
	2	2015					
	3	2016					
	4	2017					
	5	2018					
	6	2019					
	7	2020					
	8	2021					
	9	2022					
	10	2023					
	11	2024					
	12	2025					
	13	2026					
	14	2027					
	15	2028					

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.
 Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(1)(A)-(D).
 For the purposes of investment, please list amount invested each year, not cumulative totals.
 Column B: Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period.
 The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E).
 For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings.
 Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value-for planning, construction and operation of the facility.
 The most significant example for many projects would be land. Other examples may be items such as professional services, etc.
 Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed.
 This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE


DATE
 6/18/13

Checklist Item #18

Schedule "B" attached

Schedule B (Rev. May 2010): Estimate Market And Taxable Value

Applicant Name
ISD Name

CAMERON WIND I, LLC
Los Fresnos CISD

Form 50-296

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Reductions from Market Value		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 building or "in or on the new improvement"	Exempted Value	Final taxable value for I&S - after all reductions	Final taxable value for M&O--after all reductions	
	pre-year 1			N/A			N/A			
Tax Credit Period (with 50% cap on credit)	Complete tax years of qualifying time period	2014-2015	2014	N/A	950,000	240,596,546	N/A	241,546,546	241,546,546	241,546,546
		2015-2016	2015	N/A	902,500	228,566,719	N/A	229,469,219	229,469,219	229,469,219
		2016-2017	2016	N/A	857,375	217,138,383	N/A	217,995,758	217,995,758	217,995,758
		2017-2018	2017	N/A	814,506	206,281,464	N/A	207,095,970	207,095,970	207,095,970
		2018-2019	2018	N/A	773,781	195,967,390	N/A	196,741,171	196,741,171	196,741,171
		2019-2020	2019	N/A	735,092	186,169,021	N/A	186,904,113	186,904,113	186,904,113
		2020-2021	2020	N/A	698,337	176,860,570	N/A	177,558,907	177,558,907	177,558,907
		2021-2022	2021	N/A	663,420	168,017,541	N/A	168,680,961	168,680,961	168,680,961
Credit Settle-Up Period	Continue to Maintain Viable Presence	2022-2023	2022	N/A	630,249	159,616,664	N/A	160,246,913	160,246,913	160,246,913
		2023-2024	2023	N/A	598,737	151,635,831	N/A	152,234,568	152,234,568	152,234,568
		2024-2025	2024	N/A	568,800	144,054,040	N/A	144,622,840	144,622,840	144,622,840
		2025-2026	2025	N/A	540,360	136,851,338	N/A	137,391,698	137,391,698	137,391,698
		2026-2027	2026	N/A	513,342	130,008,771	N/A	130,522,113	130,522,113	130,522,113
Post-Settle-Up Period	Post-Settle-Up Period	2027-2028	2027	N/A	487,675	123,508,332	N/A	123,996,007	123,996,007	123,996,007
		2028-2029	2028	N/A	463,291	117,332,916	N/A	117,796,207	117,796,207	117,796,207

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

M. Soobin

6/18/13

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE

Checklist Item #19

Schedule "C" attached

Schedule C- Application: Employment Information

Form 50-296

Applicant Name
CAMERON WIND I, LLC
ISD Name
LOS FRESNOS C.I.S.D.

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs		Qualifying Jobs		
				Column A: Number of Construction FTE's or man- hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs	
	pre- year 1									
Tax Credit Period (with 50% cap on credit)	1	2014-2015	2014	200	31,768	207	33,135	7	34,503	
	2	2015-2016	2015	0	31,768	207	33,135	7	34,503	
	3	2016-2017	2016	0	31,768	207	33,135	7	34,503	
	4	2017-2018	2017	0	31,768	207	33,135	7	34,503	
	5	2018-2019	2018	0	31,768	207	33,135	7	34,503	
	6	2019-2020	2019	0	31,768	207	33,135	7	34,503	
	7	2020-2021	2020	0	31,768	207	33,135	7	34,503	
	8	2021-2022	2021	0	31,768	207	33,135	7	34,503	
	9	2022-2023	2022	0	31,768	207	33,135	7	34,503	
	10	2023-2024	2023	0	31,768	207	33,135	7	34,503	
	11	2024-2025	2024	0	31,768	207	33,135	7	34,503	
	12	2025-2026	2025	0	31,768	207	33,135	7	34,503	
	13	2026-2027	2026	0	31,768	207	33,135	7	34,503	
	14	2027-2028	2027	0	31,768	207	33,135	7	34,503	
	15	2028-2029	2028	0	31,768	207	33,135	7	34,503	
Complete tax years of qualifying time period										
Value Limitation Period										
Credit Settle-Up Period	Continue to Maintain Viable Presence .									
Post- Settle-Up Period										
Post- Settle-Up Period										

Notes: For job definitions see TAC §9.1051(14) and Tax Code §313.021(3).

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

[Handwritten Signature]

6/18/13

DATE

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Checklist Item #20

Schedule "D" attached

Schedule D: (Rev. May 2010): Other Tax Information

Applicant Name

CAMEROND WIND I, LLC

LOS FRESNOS C.I.S.D.

Form 50-296

Other Property Tax Abatements Sought

	Sales Tax Information				Franchise Tax	County	City	Hospital	Other
	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	Fill in percentage exemption requested or granted in each year of the Agreement					
	Year	School Year (YYYY-YYYY)	Tax/Calendar Year YYYY						
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	1	2014-2015	2014	50,000,000	190,000,000	246,700	85	N/A	0
	2	2015-2016	2015	490,000	318,500	246,700	85	N/A	0
	3	2016-2017	2016	490,000	318,500	246,700	85	N/A	0
	4	2017-2018	2017	490,000	318,500	246,700	85	N/A	0
	5	2018-2019	2018	490,000	318,500	246,700	85	N/A	0
	6	2019-2020	2019	490,000	318,500	246,700	85	N/A	0
	7	2020-2021	2020	490,000	318,500	246,700	85	N/A	0
	8	2021-2022	2021	490,000	318,500	246,700	85	N/A	0
	9	2022-2023	2022	490,000	318,500	246,700	85	N/A	0
	10	2023-2024	2023	490,000	318,500	246,700	85	N/A	0
	11	2024-2025	2024	490,000	318,500	246,700	0	N/A	0
	12	2025-2026	2025	490,000	318,500	246,700	0	N/A	0
	13	2026-2027	2026	490,000	318,500	246,700	0	N/A	0
	14	2027-2028	2027	490,000	318,500	246,700	0	N/A	0
	15	2028-2029	2028	490,000	318,500	246,700	0	N/A	0
Tax Credit Period (with 50% cap on credit)	Complete tax years of qualifying time period								
	Value Limitation Period								
Credit Settle-Up Period	Continue to Maintain Viable Presence								
Post-Settle-Up Period	Post-Settle-Up Period								

*For planning, construction and operation of the facility.

[Signature]

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

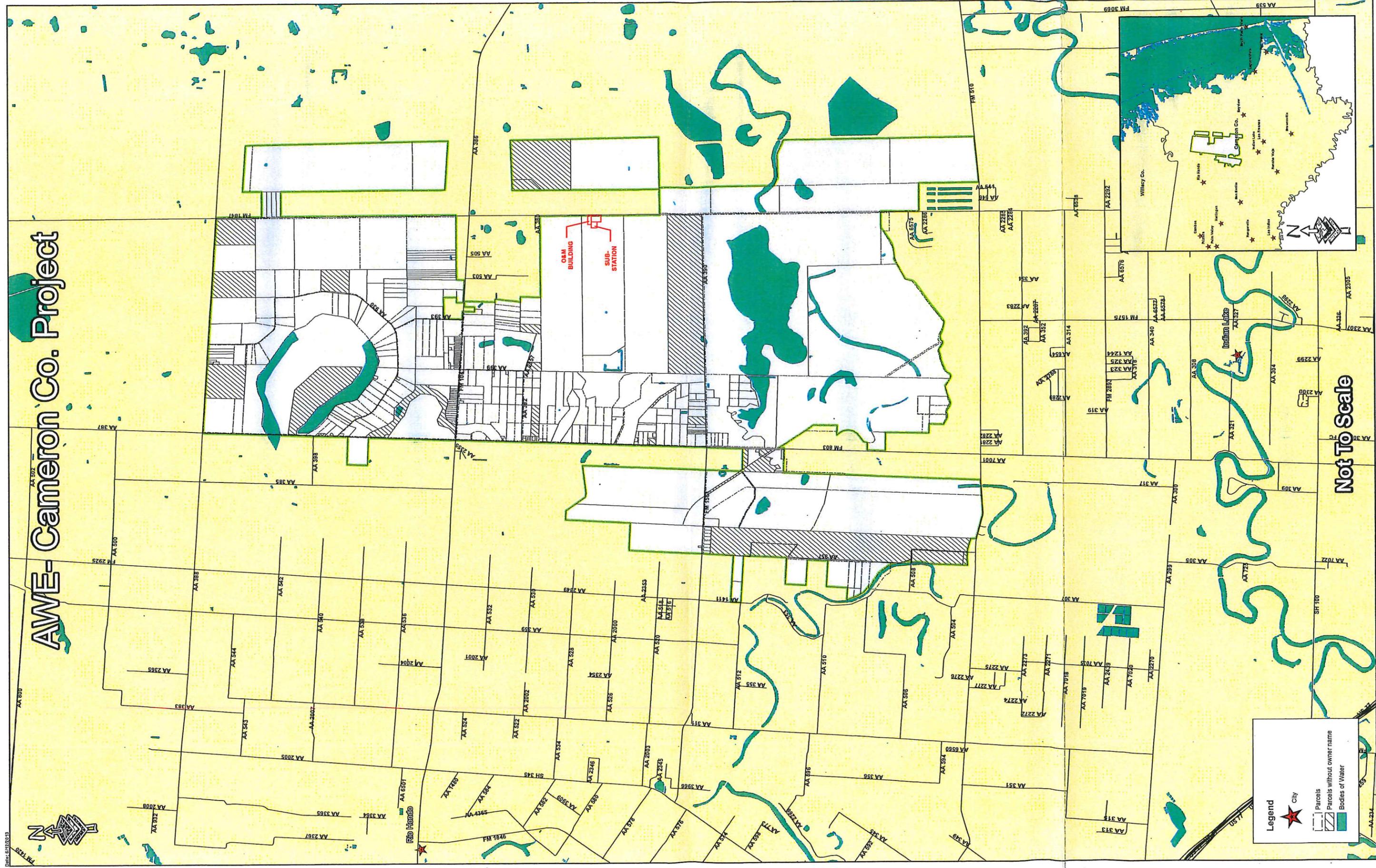
6/18/13

DATE

Checklist Item #21

Map of Reinvestment Zone

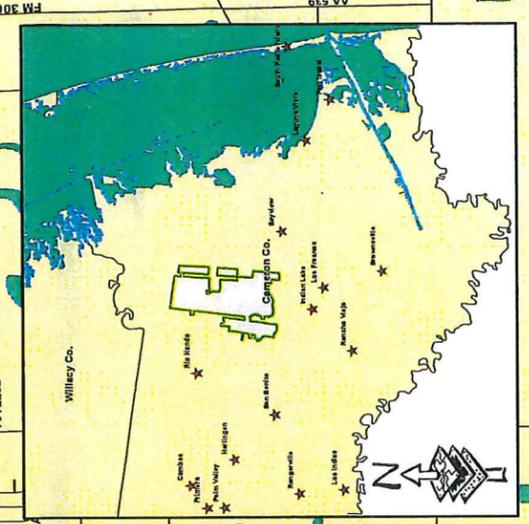
AWE-Cameron Co. Project



Legend

- City
- Parcels
- Parcels without owner name
- Bodies of Water

Not To Scale



Doc# 0122013

Document Name: AWE_Cameron_Co_11X17

Checklist Item #22

Order & Resolution Establishing Reinvestment Zone

**A Resolution and Order Approving Designation of
Cameron Wind Reinvestment Zone No. 1**

The Board of Trustees of Los Fresnos CISD, Cameron County, Texas, meeting in regular session on May 13, 2013, considered the following resolution:

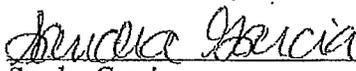
WHEREAS, Los Fresnos CISD, Cameron County Texas considered the creation of the Cameron Wind Reinvestment Zone No. 1 (the "Zone");

WHEREAS, the Board has determined that the designation of the Zone will contribute to the retention or expansion of primary employment and will attract major investment in the Zone that will benefit the Zone and will contribute to the economic development of the County;

BE IT ORDERED BY THE BOARD OF TRUSTEES OF LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, CAMERON COUNTY, TEXAS AS FOLLOWS:

1. That the Board designates the property located in Cameron County, having the boundary description in Exhibit A and shown on the map in Exhibit B, both attached to this Order, as the Cameron Wind Reinvestment Zone No. 1 ("the Zone"), having determined that the designation will contribute to the retention or expansion of primary employment and will attract major investment in the Zone and will contribute to the economic development of the County, and
2. That the zone shall be called "Cameron Wind Reinvestment Zone No. 1"

PASSED AND APPROVED at this public hearing of the Board of Trustees meeting, at which a quorum was present, on the 13th day of May, 2013.



Sandra Garcia
President

Date: 5/13/13

ATTESTED: 

Ruben R. Trevino, Board Secretary

Date: 5/13/13

Checklist Item #23

Legal Description of Reinvestment Zone

Exhibit A

**Legal Description of Reinvestment Zone
Containing Proposed Project**

The real property in Cameron County, being:

BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION
2.01 ACRES OUT OF 7.3300 ACRES

BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION
0.470 ACRE

BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION
0.2500 ACRES

BLK 2 ARROYO GARDENS UNIT 1 SUBDIVISION
18.48 AC

BLK 3,6 & 9 ARROYO GARDENS UNIT 1
SUBDIVISION W 0.520 AC OUT OF 1.00 AC OF W
9.50 ACRES

BLK 3 ARROYO GARDENS UNIT 1 SUBDIVISION
8.97 ACRES OUT OF 9.50 ACRES

BLK 3 ARROYO GARDENS UNIT 1 SUBDIVISION
1.00 ACRE

ABST2 - ARROYO GARDENS UNIT 1 BLKS 3-6-9
E10W20.5', 10.0000 ACS

ABST2 - ARROYO GARDENS UNIT 1 BLKS 3-6-9
E,18.6800 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 4, 1.0000
ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 4,
11.4900 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 5,
12.1500 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 7,
14.8200 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 8,
13.8100 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 10-11-
12,37.0700 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 13-14,
27.4700 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 15,
12.6300 ACRES

ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16,
1.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16,
10.7670 ACRES

ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16,
0.5330 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 17,
1.0000 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 17,
11.3300 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 18,
12.6300 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLKS 19-20,
27.6900 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLOCK 20,
ACRES .625
ABST2 - ARROYO GARDENS UNIT 1 BLK 20,
ACRES .625
ABST2 - ARROYO GARDENS UNIT 1 BLK 21,
13.2000 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 22,
13.0900 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 23,
12.6300 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 24,
12.3800 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 25 W,
7.2000 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 25 E,
5.2300 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 26 W,
7.5000 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 26 E,
5.1300 ACRES
ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS
OUT OF BLKS 27,29,30 & BLKS 27,29,30,35 & 36
ABST2 - ARROYO GARDENS UNIT 1 BLK 28,
13.2000 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 31,
12.6300 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 32 W,
7.2000 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 32 E,
5.2700 ACRES
ABST2 - ARROYO GARDENS UNIT 1 BLK 33 W,
6.2500 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 33 E,
6.2700 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 34,
12.6300 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 37 N,
1.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 37 N,
5.6000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 37 S,
1.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 37 S,
5.6600 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLKS 38-39-
40-41-42, 63.5200 ACS

ABST2 - ARROYO GARDENS UNIT 1 BLK 43,
13.0900 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 44,
13.1700 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 45-46-
47,39.9200 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLKS 48-49,
23.7900 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 50,
9.9000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 51,
13.2000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 52 N,
10.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 52 S,
3.2000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLKS 53-54-
55,32.2100 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 56,
16.1200 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLKS 57-58,
21.4000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLKS 59-60,
26.4000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 61,
13.2000 ACRES

BLK 62 ARROYO GARDENS UNIT 1 SUBDIVISION
13.20 ACRES (PARCEL 7)

ABST2 - ARROYO GARDENS UNIT 1 BLK 63,
13.2000 ACRES

BLK 64 ARROYO GARDENS UNIT 1 SUBDIVISION
45' STRIP A LONG SOUTHERLY LINE BLK 64,
Undivided Interest 50.0000000000%

ABST2 - ARROYO GARDENS UNIT 1 BLK 64 & 65,
1.00 OUT OF 22.580 AC

ABST2 - ARROYO GARDENS UNIT 1 BLK 64 & 65
21.580 AC OUT OF 22.580 ACRES

BLK 66 ARROYO GARDENS UNIT 1 SUBDIVISION
10.520 ACRES, Undivided Interest 50.0000000000%

BLK 67, 68, 69, & 70 ARROYO GARDENS UNIT 1
SUBDIVISION 65.840 ACRES (PARCEL 8)

ABST2 - ARROYO GARDENS UNIT 1 BLK 71, N 5.50
AC OUT OF S 11.00 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 71 N,
1.0000 ACRES SOL CERT#MH00083252

ABST2 - ARROYO GARDENS UNIT 1 BLK 71 N,
2.9900 ACRES

BLK 72 ARROYO GARDENS UNIT 1 SUBDIVISION
1.00 ACRES OUT OF 5.00 ACRE

BLK 72 ARROYO GARDENS UNIT 1 SUBDIVISION
E 4.00 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 72, 0.776

BLK 72 & 73 ARROYO GARDENS UNIT 1
SUBDIVISION (PARCEL 3) BEING 3.76 ACRES BLK
72 & (PARCEL 4) 11.78 ACRES BLK 73

BLK 73 ARROYO GARDENS UNIT 1 SUBDIVISION
E 1.490 ACRES

BLK 74 & 75 ARROYO GARDENS UNIT 1
SUBDIVISION 18.650 ACRES

BLK 76 & 77 ARROYO GARDENS UNIT 1
SUBDIVISION 12.50 ACRES

BLK 76,77,78 ARROYO GARDENS UNIT 1
SUBDIVISION 15.90 ACRES, Undivided Interest
50.0000000000%

BLK 77 & 84 ARROYO GARDENS UNIT 1
SUBDIVISION (PARCEL 5) 7.50 ACRES BLK 77 &
N5.00 ACRES BLK 84

ABST2 - ARROYO GARDENS UNIT 1 BLK 79,
11.4800 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLKS 80-81,
31.0000 ACRES

BLK 88 & 89 ARROYO GARDENS UNIT 1
SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11),
15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF
88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11),
Undivided Interest 25.0000000000%

BLK 88 & 89 ARROYO GARDENS UNIT 1
SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11),
15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF
88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11),
Undivided Interest 25.0000000000%

BLK 83 ARROYO GARDENS UNIT 1 SUBDIVISION
10.90 ACRES, Undivided Interest 50.0000000000%

BLK 84 ARROYO GARDENS UNIT 1 SUBDIVISION
E 4.72 ACRES, Undivided Interest 50.0000000000%

BLK 84 & 85 ARROYO GARDENS UNIT 1
SUBDIVISION 5.84 ACRES OF 84 & 9.44 ACRES OF
85 (PARCEL 12 TR1)

BLK 85 ARROYO GARDENS UNIT 1 SUBDIVISION
E 9.28 ACRES, Undivided Interest 50.0000000000%

BLK 86 ARROYO GARDENS UNIT 1 SUBDIVISION
10.90 ACRES (PARCEL 12 TR 2)

ABST2 - ARROYO GARDENS UNIT 1 BLKS 88-89
W5E10E20, 5.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLKS 88-89
E5E10E20, 2.2200 ACRES

ABST2 - ARROYO GARDENS UNIT 1 PT BLKS 88 &
89, 2.2200 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 91,
9.5700 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 92,
8.0600 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 92,
5.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 93,
2.7800 ACRES

BLK 93 ARROYO GARDENS UNIT 1 SUBDIVISION
N 5.00 ACRES OF E 10 ACRES (PARCEL 6),
Undivided Interest 50.0000000000%

BLK 93 ARROYO GARDENS UNIT 1 SUBDIVISION
S 5.00 ACRES OF E 10 ACRES

BLK 94 ARROYO GARDENS UNIT 1 SUBDIVISION
E 17.680 ACRES, Undivided Interest 25.0000000000%

ABST2 - ARROYO GARDENS UNIT 1 BLK 95,
TRACT 95-97, 99-101, 104- 113, ACRES 168.48

ABST2 - ARROYO GARDENS UNIT 1 BLK 97 N,
5.6100 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 98,
9.3900 ACRES

ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00
ACS OF N10 AC OUT OF 20 AC OF BLKS 102 & 103

ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00
ACRES OUT OF 20 ACRES OF BLKS 102 & 103
ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00
AC OUT OF S 10 AC OF 20 ACS OUT OF BLKS
BLKS 102 & 103

ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00
ACS OUT OF 20 ACRES OUT OF BLKS 102 & 103

ARROYO GARDENS UNIT 1 SUBDIVISION S 6.600
ACRES OUT OF BLK 103

BLK 114 ARROYO GARDENS UNIT 1
SUBDIVISION 6.770 ACRES

BLK 115 ARROYO GARDENS UNIT 1
SUBDIVISION 6.8900 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 116,
6.8900 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 117,
6.8900 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 118,
12.0100 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 119,
12.8800 ACRES

BLK 120 ARROYO GARDENS UNIT 1
SUBDIVISION 9.5800 ACRES

BLK 121 ARROYO GARDENS UNIT 1
SUBDIVISION 7.1100 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 122,
1.0600 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLK 123,
1.3500 ACRES

ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR
#1,194.5000 ACRES
ARROYO GARDENS UNIT 1 SUBDIVISION 115.890
ACRES RESERVOIR 2, Undivided Interest
50.0000000000%

ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR
#2,48.6800 ACRES
ARROYO GARDENS UNIT 1 SUBDIVISION 104.780
ACRES RESERVOIR 3, Undivided Interest
50.0000000000%

ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR
4, 13.6900 ACRES

ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 4
PT, 38.5500 ACRES

ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR
#5, 40.0600 ACRES

ABST2 - ARROYO GARDENS UNIT 1 BLOCK
RESERVOIR 6, ACRES 1.00

ABST2 - ARROYO GARDENS UNIT 2 30.12 ACRES
LOTS 1-2 BLK A (VOL 11 PG 61 CCMR)

ABST2 - ARROYO GARDENS UNIT 2 1.00 ACRE
LOT 2 BLK A (VOL 11 PG 61 CCMR)

ABST2 - ARROYO GARDENS UNIT 2 LOT 3 BLK A
10.700 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 4 BLK A,
10.3200 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 5 BLK A,
10.5700 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 6 BLK A,
13.7000 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 7 BLK A,
10.5300 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 8 BLK A,
10.2100 ACRES

ABST2 - ARROYO GARDENS UNIT 2 1.00 ACRES
OUT OF W 10 ACRES LOT 9 BLK A

ABST2 - ARROYO GARDENS UNIT 2 9.00 ACRES
OF W 10 ACRES LOT 9 BLK 1

ABST2 - ARROYO GARDENS UNIT 2 ALL OF LOT
10 BLK A, 10.9000 ACRES

ABST2 - ARROYO GARDENS UNIT 2 PT W5.062 AC
LOT 11 BLK A, 5.062 ACS

ARROYO GARDENS UNIT 2 SUBDIVISION LOT 12
BLK A 10.3600 ACRES

LOT 13 BLK A ARROYO GARDENS UNIT 2
SUBDIVISION 10.00 ACRES

ARROYO GARDENS UNIT 2 SUBDIVISION 0.5800
ACRE OUT OF LOT 14 BLK A

ARROYO GARDENS UNIT 2 SUBDIVISION 0.490
ACRE OUT LOT LOT 13 & 14 BLK A

ARROYO GARDENS UNIT 2 SUBDIVISION 0.50
ACRE OUT OF LOT 14 BLK A

ARROYO GARDENS UNIT 2 SUBDIVISION 8.97 AC
OF LT 14 BLK A (VOL 1 PG 61 CCMR)

ARROYO GARDENS UNIT 2 SUBDIVISION 0.50
ACRES OUT OF LOT 14 BLK A

ABST2 - ARROYO GARDENS UNIT 2 LOT 15 BLK
A, 9.1600 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 15 BLK
A, 9.1600 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 16 BLK
A, 1.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 16 BLK
A, 10.2900 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 17-18
BLK A, 22.0200 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 19 BLK
A, 10.0700 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 20-21
BLK A, 20.2200 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 22-23
BLK A, 20.4000 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 24 BLK
A, 11.0900 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 25 BLK
A, 10 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 27-28
BLK A, 21.2600 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 29 BLK
A, 1.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 2 LOT 29 BLK
A, 10.6700 ACRES

ABST2 - ARROYO GARDENS UNIT 2 PT LOTS 30 &
31 BLK A, 18.8200 ACS

ABST2 - ARROYO GARDENS UNIT 4 PT LOTS 1-7
BLK E, 68.7800 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU
17 BLK E, 108.9800 ACS

ABST2 - ARROYO GARDENS UNIT 4 LOTS 18-19-
20-21 & PT 22 BLK E, 41.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOTS 22-23-
24-25 BLK E, 40.9150ACS

ABST2 - ARROYO GARDENS UNIT 4 LOTS 26-27-
28-29 BLK E, 44.90 ACS

ABST2 - ARROYO GARDENS UNIT 4 LOTS 30-31
BLK E, 24.3300 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOT 32 BLK
E, 12.0100 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOTS 33-34-
35-36-37 BLK E, 52.13 ACS

ABST2 - ARROYO GARDENS UNIT 4 LOTS 38-39
BLK E, 22.8300 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOT 42 BLK
E, 10.17 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOT 40 BLK
E, ACRES 13.39

ABST2 - ARROYO GARDENS UNIT 4 LOT 41 BLK
E, ACRES 10.42

ABST2 - ARROYO GARDENS UNIT 4 21.040 ACRES
OUT OF LOTS 43 & 44 BLK E ABST 2 (VOL 12 PG 58
CCMR)

ABST2 - ARROYO GARDENS UNIT 4 LOT 3 BLK F
W, 2.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOT 2 BLK FE

ABST2 - ARROYO GARDENS UNIT 4 LOT 3 BLK F
E, 6.0000 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOTS 5 THRU
9 OUT OF LOT 4 THRU 13 BLK F, 59.79 ACS

ABST2 - ARROYO GARDENS UNIT 4 LOT 14 BLK
F, 11.735 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOTS 15-16-17
BLK F, 35.745 ACRES

ABST2 - ARROYO GARDENS UNIT 4 46.6 ACRES
OF LOTS 18, 19, 20, & 21 BLK F ABST 2 (VOL 12 PG
58 CCMR)

ABST2 - ARROYO GARDENS UNIT 4 LOTS 22
THRU 25 BLK F, 48.00

ABST2 - ARROYO GARDENS UNIT 4 LOTS 27-28-
29-30 & PT LOT 31 BLK F, 48.58 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOTS 36-37
BLK F, 23.8600 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOT 38 BLK
F, 12.2000 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOTS 39
THRU 46 BLK F, 94.6100 ACS

ABST2 - ARROYO GARDENS UNIT 4 LOTS 47-48-49
BLK F, 36.0000 ACRES

ABST2 - S B I CO BLK 164, 16.6000 ACRES
78-1010 SAN BENITO IRRIGATION COMP ANY,
BLOCK 164 &163 PT, ACRES 20.0 0
ABST2 - S B I CO BLK 164, 16.4400 ACRES
ABST2 - S B I CO BLK 165, 52.1000 ACRES
SAN BENITO IRRIGATION CO SUBD 50.88 ACRES
BLK 187
ABST2 - S B I CO BLK 217 S, 20.000 0 ACRES
ABST2 - S B I CO BLK 218 S, 24.84 AC
ESPIRITU SANTO GRANT SHARE 12 766.244 OUT
OF 779.484 ACRES AKA KEMPNER CITRUS
GROVES SUBD (VOL 8 PG 47 CCMR)
ESPIRITU SANTO GRANT SHARE 12 10.306 AC
OUT OF 849.063 AC AKA BLK 17 KEMPNER
CITRUS GROVE
ESPIRITU SANTO GRANT SHARE 12 34.425 ACS OF
116.553 AC OF 1095.235 ACS
ABST2 UNSUBDIVIDED SHARE 12 12.22 ACS OF
849.063 ACS (AKA BLK 41 KEMPNER CITRUS
GROVES)
ESPIRITU SANTO GRANT SHARE 12 S12.00 ACS
OF BLK 40 OUT OF 806.2640 ACS
ESPIRITU SANTO GRANT SHARE 12 91 ACS OF E
120 OF N 240 OF 352.82 AC TRACT
ESPIRITU SANTO GRANT 12 1386.950 ACRES
TRACTZ-1 ABST 2
ABST2 - UNSUBDIVIDED NE COR SHARE 12
TRACT Z-1, 64.7200 ACRES
ABST2 - UNSUBDIVIDED SHARE 12 TRAC T Z-1,
163.1700 ACRES
ESPIRITU SANTO GRANT SHARE 12 112.82 ACRES
TRACT Z-1
UNSUBDIVIDED - ABST 2 SHARE 12 TRA CT Z-1,
19.17 ACRES
HI-LAND SUBDIVISION LOT 1 BLK 1
HI-LAND SUBDIVISION LOT 2 BLK 1
HI-LAND SUBDIVISION LOT 3 BLK 1
HI-LAND SUBDIVISION LOT 4 BLK 1
HI-LAND SUBDIVISION LOT 5 BLK 1
HI-LAND SUBDIVISION LOT 6 BLK 1
HI-LAND SUBDIVISION LOT 7 BLK 1
HI-LAND SUBDIVISION LOT 8 BLK 1
HI-LAND SUBDIVISION LOT 9 BLK 1
HI-LAND SUBDIVISION LOT 10 BLK 1

HI-LAND SUBDIVISION LOT 11 BLK 1
HI-LAND SUBDIVISION LOT 12 BLK 1
HI-LAND SUBDIVISION LOT 13 BLK 1
HI-LAND SUBDIVISION LOT 14 BLK 1
HI-LAND SUBDIVISION LOT 15 BLK 1
HI-LAND SUBDIVISION 100% UNDIVIDED
INTEREST IN LOT 16 BLK 1
HI-LAND SUBDIVISION LOT 17 BLK 1
HI-LAND SUBDIVISION LOT 18 BLK 1
HI-LAND SUBDIVISION LOT 19 BLK 1
HI-LAND SUBDIVISION LOT 20 BLK 1
HI-LAND SUBDIVISION LOT 21 BLK 1
ESPIRITU SANTO GRANT SHARE 14, 464.891
ACRES OUT OF A 1,263.244 ACRES BETWEEN FM
1561 & FM 106

ESPIRITU SANTO GRANT SHARE 14, 135.749 OF
172.58 ACS OF 1,257.6050 AC OUT OF 1,263.244 ACS
BETWEEN FM 1561 & FM 106

ESPIRITU SANTO GRANT SHARE 14, 284.1685 ACS
OF 1373.198 ACS OUT OF 1453.745 ACRES

ESPIRITU SANTO GRANT SHARE 14, 192.50 AC OF
1324.3745 AC OF 1373.198 OUT OF 1453.745 ACS
UNSUBDIVIDED - ABST 2, LOT 8, ACRES 4.71
ESPIRITU SANTO GRANT SHARE 14 10.77 ACRES
OUT OF 1373.198 ACS OUT OF A 1453.745 AC
TRACT
ESPIRITU SANTO GRANT - ABST 2
UNSUBDIVIDED SHARE 15 TRACTS E36, E37,
E37N, E38 & E39 57.457 ACRES

ESPIRITU SANTO GRANT UNSUBDIVIDED SH 15
1.267 ACRES PT TR E37 ABST2

ABST2 - UNSUBDIVIDED SHARE 17 TRACT D,
0.9960 ACRES

ESPIRITU SANTO GRANT SHARE 17 178.860
ACRES TRACT D
LOT 1 BLK 1 SAN JOSE NORTH SUBDIVISION
AMENDED
LOT 2 BLK 1 SAN JOSE NORTH SUBDIVISION
AMENDED
LOT 3 BLK 1 SAN JOSE NORTH SUBDIVISION
AMENDED
LOT 4 BLK 1 SAN JOSE NORTH SUBDIVISION
AMENDED
LOT 5 BLK 2 SAN JOSE NORTH SUBDIVISION
AMENDED
LOT 6 BLK 2 SAN JOSE NORTH SUBDIVISION

AMENDED

LOT 7 BLK 2 SAN JOSE NORTH SUBDIVISION

AMENDED

LOT 8 BLK 2 SAN JOSE NORTH SUBDIVISION

AMENDED

ABST2 - UNSUBDIVIDED S468.71N937.4 3 SHARE
19 TRACT45, 468.7100 ACRES

ABST2 - UNSUBDIVIDED N OF BAYVIEW RD
SHARE 19 PT TRACT 45, 350.0000 ACRES
ESPIRITU SANTO GRANT SHARE 19 S 350.10
ACRES OF N 643.1 ACRES PAREDES PARTION
TRACT 46 ABST 2

ESPIRITU SANTO GRANT SHARE 19 122.190
ACRES PAREDES PARTITION TRACT 46 ABST 2
ESPIRITU SANTO GRANT SHARE 19 121.680
ACRES OF N 292.37 ACRES PAREDES PARTITION
TRACT 46 ABST 2

ABST2- UNSUBDIVIDED SH 19 PT TR 50 N, 673.91
OF 830.93 AC OF 1296.38 AC OF S 1465.60 AC
TRACT 50

ESPIRITU SANTO GRANT SHARE 19 400.00 ACS
OUT OF 651.173 OF 1011.78 AC PT TRACT 50

ABST2 - UNSUBDIVIDED SHARE 19 TRAC T 50 S,
31.7 AC OF 207.5 ACS

ABST2 - UNSUBDIVIDED SHARE 22 TR O -2,
1241.6100 ACRES

ABST 2 - UNSUBDIVIDED SHARE 22 TRACT P-2
45.29 ACRES

ABST2 - UNSUBDIVIDED SHARE 22 TRAC T Q-2,
1582.6000ACRES

ESPIRITU SANTO GRANT SHARE 22 592.100
ACRES TRACT R-2N

ESPIRITU SANTO GRANT SHARE 22 513.90 ACS
OUT OF 579.9 ACS OF 4183.6 ACS TRACT AKN
MATA DE SANDI A RANCH TR R-2 ABST 2

ESPIRITU SANTO GRANT SHARE 22 (PARCEL 16)
66.00 ACS OUT OF 579.90 ACS OF 4183.6 AKN
MATA DE SANDIA RANCH TR R-2 ABST 2

ESPIRITU SANTO GRANT SHARE 22 25.00 ACRES
OUT OF TRACT S-2 E

ESPIRITU SANTO GRANT SHARE 22 11.0300
ACRES TRACT 1 VICENTE SANDOVAL HEIRS
PARTITION OF 66.18 ACRES SUR 552
UNRECORDED

ESPIRITU SANTO GRANT SHARE 22 4.9800 ACRES
OUT OF 11.03 ACRES TRACT 2 VICENTE
SANDOVAL HEIRS PARTITION OF 66.18 AC SUR
552

ESPIRITU SANTO GRANT SHARE 22 23.540 ACS
OUT OF 76.104 ACRES TRACT S-2

ESPIRITU SANTO GRANT SHARE 22 12.684 ACRES
OUT OF 76.104 ACRES TRACT S-2 ABST 2

ESPIRITU SANTO GRANT SHARE 22 12.684 ACS
OUT OF 38.776 ACS OF 76.104 TRACT S-2

ABST2 - UNSUBDIVIDED SHARE 22 TRAC T T-2,
131.1000 ACRES

ABST2 - UNSUBDIVIDED SHARE 22 TRAC T U-2,
150.0000 ACRES

ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 1-2
55.200 ACRES

ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3
8.60 OF 43.00 ACRE ABST 2 (TRACT 1)

ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 4,
43.0000 ACRES

79-2220 UNSUBDIVIDED - ABST 2 SHAR E 22 TR C
D F H-M & O-Z, BLOCK 2 2, PT OF TRACT 5 10.75
ACS TRACT.

ABST2 - UNSUBDIVIDED PT SH 22 TRV 2 BLK 5,
E 10.75 ACRES OF THE WEST 21.50 ACRES.
BUILDING ONLY

UNSUBDIVIDED - ABST 2 SHARE 22 TR C D F H-M
& O-Z, BLOCK 22, PT OF LOT 5, ACRES 10.75

ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT V-
2 BLK 5, 10.75 ACRES

UNSUBDIVIDED - ABST 2 SHARE 22 TRACT V-2,
BLK 5, ACRES 10.75

ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 6
PTE10, 9.5040 ACRES

BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA
TRACT 7 (EXHIBIT "B" V.17242 P.241) 7.02 ACRES
OUT OF BLOCKS 3,4 & 5 OF THE ALFREDO
GARZA HEIRS PARTITION VOL 176 PG 399 CRCC
(TRW-2)

BLK 1 ESPIRITU SANTO GRANT SHARE 22 1.00
ACRES OUT OF 30.27 ACS OF THE ALFREDO
GARZA HEIRS PARTITION (VOL 176 PG 339)

BLK 1 ESPIRITU SANTO GRANT SHARE 22 2.21
ACRES OUT OF 30.27 ACRES OF THE ALFREDO
GARZA HEIRS PARTITION (VOL 176 PG 339)

BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA
TRACT 5 (EXHIBIT "B" V.17242 P.241) 7.24 ACRES
OUT OF BLOCKS 3,4 & 5

BLK 2 ESPIRITU SANTO GRANT SHARE 22 30.27
ACRES OF THE ALFREDO GARZA HEIRS
PARTITION (VOL 176 PG 339)

BLK 3 ESPIRITU SANTO GRANT SHARE 22 NKA
TRACT 3 (EXHIBIT "B" V.17242 P.241) 22.7025
ACRES OUT OF BLOCKS 3,4 & 5

BLK 4 ESPIRITU SANTO GRANT SHARE 22 NKA
TRACT 4 (EXHIBIT "B" V.17242 P.241) 22.7025
ACRES OUT OF BLOCKS 3,4 & 5

ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 5,
NKA TRACT 1 (EXHIBIT "B" V.17242 P.241) 22.7025
ACRES OUT OF BLOCKS 3,4 & 5

ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 6,
30.2700 ACRES

UNSUBDIVIDED SH 22 TR W-2 1.00 ACRE OUT OF
28.27 AC BLK 1

ABST 2- UNSUBDIVIDED SH 22 TR W-2 7.510 AC
OUT OF 25.05 AC TRACT 7 ALFREDO GARZA HEIR
PARTITION (VOL 176 PG 339 CCCR)

ESPIRITU SANTO GRANT SHARE 22 30.2700
ACRES OUT OF TRACT W-2 BLK 8

ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 9,
30.2700 ACRES

ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 10,
30.2700 ACRES
79-2220 UNSUBDIVIDED - ABST 2 SHAR E 22,
TRACT X-2

ESPIRITU SANTO GRANT SHARE 22 111.4800
ACRES N 1/2 TRACT Z-2

ESPIRITU SANTO GRANT SHARE 22 89.140 ACRES
N 1/2 TRACT Z-2

LAS YESCAS SUBDIVISION II LOT 1 BLK 1 (CAB 1
SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 2 BLK 1 (CAB 1
SLOT 1968-B CCMR)

LOT 3 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1
SLOT 1968-B CCMR)

LOT 4 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1
SLOT 1968-B CCMR)

ABST2 - ARROYO GARDENS UNIT 4 LOT 50 BLK
F, 13.9200 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOTS 51-52-
53-54 BLK F, 52.380 ACS

ABST2 - ARROYO GARDENS UNIT 4 LOT 55 & 5.69
AC LOT 56 BLK F ABST 2, 18.285 AC

ARROYO GARDENS UNIT 4 SUBDIVISION N 6.2850
ACRES LOT 56 BLK F

ARROYO GARDENS UNIT 4 SUBDIVISION 1.33
ACRES LOT 57 BLK F

ABST2 - ARROYO GARDENS UNIT 4 LOTS 58-59
BLK F, 22.0000 ACRES

ATKINSON FAMILY PARTITION ABST 2, BLOCK 1,
LOT 1, 1.523 ACRES

ATKINSON FAMILY PARTITION ABST 2, BLOCK 1,
LOT 2, 0.8912 ACRES

ATKINSON FAMILY PARTITION ABST 2, BLOCK 1,
LOT 3, 1.4410 ACRES

ATKINSON FAMILY PARTITION ABST 2, BLOCK 1,
LOT 4, 10.7900 ACRES

LOT 19 BLK 1 803 FARMS SUBDIVISION

LOT 20 BLK 1 803 FARMS SUBDIVISION

LOT 40 BLK 1 803 FARMS SUBDIVISION

LOT 105 BLK 1 803 FARMS SUBDIVISION

LA LEONA SUBDIVISION 99.567 ACRES OUT OF
BLKS 4,5,6,19,20,21,28,29,30,40 & PT BLK 41

BLK 10,11,12,13,14,15,34,35,36,37, W PT 38 LA
LEONA SUBDIVISION SAVE & EXCEPT 0.160
ACRE OF 10, Undivided Interest 25.0000000000%

ABST 2- LAS YESCAS RANCH LOT 1

ABST 2- LAS YESCAS RANCH LOT 2

ABST 2- LAS YESCAS RANCH LOT 3

ABST 2- LAS YESCAS RANCH LOT 4

ABST 2- LAS YESCAS RANCH LOT 5

ABST 2- LAS YESCAS RANCH LOT 6

ABST 2- LAS YESCAS RANCH LOT 7

ABST 2- LAS YESCAS RANCH LOT 8

ABST 2- LAS YESCAS RANCH LOT 9

ABST2 - MONTE GRANDE 2 BLK 160-161-162-163,
54.1300 AC

S B I CO RES NE BLK 143, 40.5500

ABST2 - S B I CO PT BLK 163, 3.400 0 ACRES

ABST2 - S B I CO BLK 163 PTNE9.88, 5.5900 ACRES

LOT 5 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1
SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 6 BLK 1 (CAB 1
SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 7 BLK 1 (CAB 1
SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 8 BLK 1 (CAB 1
SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 9 BLK 1 (CAB 1
SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 10 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LOT 11 BLK 1 LAS YESCAS SUBDIVISION II (CAB
1 SLOT 1968-B CCMR)

LOT 12 BLK 1 LAS YESCAS SUBDIVISION II (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 13 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 14 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LOT 15 BLK 1 LAS YESCAS SUBDIVISION II (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 16 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 17 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 18 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 19 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 20 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 21 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 22 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 23 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 24 BLK 1 (CAB
1 SLOT 1968-B CCMR)

LAS YESCAS SUBDIVISION II LOT 25 BLK 1 (CAB
1 SLOT 1968-B CCMR)

ESPIRITU SANTO GRANT SHARE 22 6.040 OUT OF
11.03 AC TRACT 2 VICENTE SANDOVAL HEIRS
PARTITION 66.18 ACS SUR 552 UNRECORDED

ESPIRITU SANTO GRANT SHARE 22 8.00 ACRES
OUT OF TRACT 3 VICENTE SANDOVAL HEIRS
PARTITION 66.18 ACRES SUR 552 UNRECORDED

ESPIRITU SANTO GRANT SHARE 22 7.03 ACRES
OUT TRACT 4 VICENTE SANDOVAL HEIRS
PARTITION 66.18 ACRES SUR 552 UNRECORDED

ESPIRITU SANTO GRANT SHARE 22 11.030 ACRES
TRACT 5 VICENTE SANDOVAL HEIRS PARTITION
66.18 ACRES SUR 552 UNRECORDED

ESPIRITU SANTO GRANT SHARE 22 11.0300
ACRES TRACT 6 VICENTE SANDOVAL HEIRS
PARTITION 66.18 ACRES SUR 553 UNRECORDED

ESPIRITU SANTO GRANT SHARE 22 49.270 ACRES
OUT OF SURVEY 604 AND LA TINA RANCH TR E-3

ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-
3, 9.0810 ACRES

ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-
3, 31.5120 ACRES

ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-
3, 28.8520 ACRES

ESPIRITU SANTO GRANT SHARE 22 6.304 ACS OF
31.5190 ACS TRACT E-3 UNSUBDIVIDED

ABST 2 - UNSUBDIVIDED PT SHARE 22 24.519
ACRES TRACT E-3

ESPIRITU SANTO GRANT SHARE 22 25.215 ACS
OUT OF 31.519 ACS TRACT E-3 UNSUBDIVIDED

ABST 2 - UNSUBDIVIDED TRACT IX (PRIVATE
ROAD) SHARE 22 TRACT E-3 , 0.8470 ACRES

LOT 37 LOS POTREROS SUBDIVISION PHASE I C1
2756-AB CCMR

LOT 38 LOS POTREROS SUBDIVISION PHASE I C1
2756-AB CCMR

LOT 39 LOS POTREROS SUBDIVISION PHASE I C1
2756-AB CCMR

LOT 40 LOS POTREROS SUBDIVISION PHASE I C1
2756-AB CCMR

ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3
8.60 OF 43.00 ACRE ABST 2 (TRACT 2)

ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3
8.60 OF 43.00 ACRE ABST 2 (TRACT 3)

ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3
8.60 OF 43.00 ACRE ABST 2 (TRACT 4)

ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3
8.60 OF 43.00 ACRE ABST 2 (TRACT 5)

ABST2 - ARROYO GARDENS UNIT 2 E PT OF LOT
11 5.188 ACRES BLK A

ESPIRITU SANTO GRANT SHARE 12 14.78 ACRES
OUT OF 794.264 ACRES(AKA BLK 15 KEMPNER
CITRUS GROVES SUBD VOL 8 PG 74 CCMR)

ABST2 - ARROYO GARDENS UNIT 4 LOT 26 BLK
F, 11.5000 ACRES

ESPIRITU SANTO GRANT SHARE 12 13.24 AC OUT
OF 779.484 ACRES AKA BLK 16 KEMPNER CITRUS
GROVES SUB (VOL 8 PG 47 CCMR)

ABST2 - ARROYO GARDENS UNIT 2 LOT 26 BLK
A, 10 ACRES

ESPIRITU SANTO GRANT SHARE 14, 626.206 ACS
OF 1373.198 ACS OUT OF 1453.745 ACRES

ESPIRITU SANTO GRANT SHARE 14, 221.50 AC OF
1324.3745 AC OF 1373.198 OUT OF 1453.745 ACS

ARROYO GARDENS UNIT 4 SUBDIVISION 10.67
ACRES LOT 57 BLK F

ABST2 - ARROYO GARDENS UNIT 1 BLK 71 S 5.50
AC OUT OF 11.00 ACRES

ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 5,
NKA TRACT 2 (EXHIBIT "B" V.17242 P.241) 22.7025
ACRES OUT OF BLOCKS 3,4 & 5

BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA
TRACT 6 (EXHIBIT "B" V.17242 P.241) 4.551 ACRES
OUT OF BLOCKS 3,4 & 5 OF THE ALFREDO
GARZA HEIRS PARTITION VOL 176 PG 399 CRCC
(TRW-2)

BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA
TRACT 8 (EXHIBIT "B" V.17242 P.241) 7.24 ACRES
OUT OF BLOCKS 3,4 & 5 OF THE ALFREDO
GARZA HEIRS PARTITION VOL 176 PG 399 CRCC
(TRW-2)

ESPIRITU SANTO GRANT SHARE 14, 36.831 AC OF
172.58 ACS OF 1,257.6050 AC OUT OF 1,263.244 ACS
BETWEEN FM 1561 & FM 106

ABST2- UNSUBDIVIDED SH 19 PT TR 50 N, 157.02
ACS OUT OF 830.93 AC OF 1296.38 AC OF S 1465.60
AC TRACT 50

BLK 82 ARROYO GARDENS UNIT 1 SUBDIVISION
15.50 ACRES

BLK 87 ARROYO GARDENS UNIT 1 SUBDIVISION
15.50 ACRES

ABST2 - ARROYO GARDENS UNIT 4 LOT
4,10,11,12,13 BLK F, 59.53 ACS

Exhibit B

Map of Reinvestment Zone

Checklist Item #24

Guidelines and Criteria for Reinvestment Zone

Los Fresnos CISD

LOCAL REVENUE SOURCES:
AD VALOREM TAXES

CCG
(LOCAL)

NO DISCOUNTS OR
SPLIT PAYMENTS Discount or split payment options shall not be provided for the early payment of property taxes in the District.

TEXAS ECONOMIC
DEVELOPMENT ACT
PURPOSE This policy outlines the procedures to be used by the District for filing, accepting, and reviewing of applications made under the Texas Economic Development Act, set forth in Chapter 313 of the Tax Code. It shall also provide for procedures for the Board to consider amendments to, and where necessary, provide for enforcement of agreements made by the District under the Texas Economic Development Act.

DEFINITIONS As used in this policy, the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:

"Act" means the Texas Economic Development Act as set forth in Chapter 313, Texas Tax Code.

"Agreement" means a written contract between the District and an Applicant, which creates, implements, and governs the terms of a limitation on the appraised value for school district maintenance and operations ad valorem property tax purposes on an entity's qualified property, as provided by Tax Code, Chapter 313, which is consistent with the requirements of Texas Tax Code 313.027(d).

"Applicant" means a business entity, including an "affiliated group" that is subject to taxation under Tax Code Chapter 171 that applies to the District for a limitation on the appraised value of qualified property in a reinvestment zone under the Act.

"Application" means the Application For Appraised Value Limitation on Qualified Property adopted by the Comptroller at 34 Texas Administrative Code Rule Section 9.1052, together

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with its supporting schedules and documentation. The term Application shall also include any Application Amendment or Application Supplement filed by the Applicant.

"Application Fee" means the nonrefundable application fee to be paid to the District by an Applicant, determined in accordance with this policy, to cover the District's costs incurred in the processing and consideration of the Application.

"Application Review Period" means the period of time during which the Board is required to consider the Application. The Application Review Period shall begin on the day the Application is filed with the District, and expires on the 151st day after the Application is filed with the District, unless the Application Review Period is extended by Board action taken prior to the expiration of the Application Review Period, in which case the Application Review Period shall include any such extension.

"Application Review Start Date" means the later date of either the date on which the District issues its written notice that an Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that an applicant has submitted a completed application.

"Appraisal District" means each appraisal district that appraises property proposed to be subject to a limitation on appraised value.

"Board" means the Board of Trustees of the District.

"Comptroller" means the comptroller of public accounts of the State of Texas.

"Comptroller's Rules" means those rules adopted by the Comptroller set forth at 34 Texas Administrative Code, Chapter 9, Subchapter F.

"Deferral" means a forward adjustment of the date upon which the qualifying time period, defined by the Texas Tax Code 313.021(4), begins.

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"District" has the meaning set out in policy AB(LOCAL).

"Substantive Document" means a document or other information or data in electronic media that includes or transmits information or data significant to an Application, the evaluation or consideration of such Application, or the Agreement or implementation of such Agreement for limitation of appraised value pursuant to Tax Code, Chapter 313. The term includes, but is not limited to, any application requesting a limitation on appraised value and any amendments or supplements, any economic impact evaluation made in connection with an application, any agreement between applicant and the District and any subsequent amendments or assignments, District written finding or report filed with the Comptroller as required under this subchapter, and any Application requesting school tax credits under Tax Code, 313.103.

FILING OF THE APPLICATION

Five (5) copies of every Application filed under this policy shall be filed by the Applicant with the Superintendent. The Superintendent shall acknowledge the date of the receipt of the Application and Application Fee in writing.

Applications shall be considered for final approval by the Board only after the District's receipt of the Application Fee established by the Board and after completion of the economic analysis and the school facilities impact analysis required by the Act.

Applications submitted without the Application Fee shall be held by the Superintendent until satisfactory arrangements have been made for the payment of the Application Fee. The Superintendent's determination of whether satisfactory arrangements for the payment of the Application Fee have been made shall be final.

The actual Application submitted to the District shall not be considered to be public information by the Board until eight (8) days before the date of the Board meeting or, if required, public hearing held under this policy. At that time information submitted to the District in connection with the Application shall be presumed to be public information unless the Applicant

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clearly identifies such as confidential or proprietary information prior to its release.

**AMENDING
APPLICATION**

An Application may be amended by Applicant at any time prior to the Board's final action on the Application. In the event that an Amended Application is filed within sixty (60) days of the end of the Application Review Period, the Application Review Period shall be automatically extended to sixty-first (61st) day after the date on which the last Amended Application was filed.

Upon receipt of any Amended Application or supplemental information, the Superintendent shall review and forward the material to the Comptroller and to each applicable Appraisal District.

**STANDARD
APPLICATION
FEE**

The standard Application Fee is Seventy-Five Thousand Dollars (\$75,000.00) and shall not refundable except:

1. For large project fees after the initial tender as set forth below; or,
2. In the event the Application is denied after an initial Board review, as defined in this policy.

The Standard Application Fee does not include any amount charged by the Comptroller's office for its economic impact study, if such a fee is charged.

**LARGE
PROJECT
APPLICATION
FEE**

For each Application for an appraised value limitation on qualified property where the qualified investment exceeds Three Hundred Million Dollars (\$300,000,000.00), the Board may, at its discretion, set an Application Fee higher than the standard Application Fee, if in the opinion of the Board, an analysis of the Application is of such complexity so as to require a higher fee. An Applicant proposing a qualified investment in excess of Three Hundred Million Dollars (\$300,000,000.00) in value shall initially tender an Application Fee of Seventy-Five Thousand Dollars (\$75,000.00). In the event that the Board sets a higher fee, the Applicant shall be entitled to withdraw its Application and its Application Fee if the Applicant disagrees with the higher fee set by the Board.

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PROCESSING
THE
APPLICATION

Upon receipt of the Application and the Application Fee, the Superintendent shall take the following actions:

1. Accept the filing of the Application, and send written confirmation of receipt of the Application and Application Fee to the Applicant.
2. Identify appropriate consultants to assist the Board in completing the Application review process and schedule Board action to retain such consultants.
3. Review the Application and, require the Applicant, as necessary, to submit additional and/or supplementary information, including the completion of all schedules required by the Comptroller's Rules.
4. Schedule Board consideration of the Application for initial Board review, in accordance with "Initial Board Review" below.
5. If the Board elects to consider the Application after conducting its initial Board review, determine the Application's sufficiency; and if the Application is incomplete, direct the Applicant to immediately correct any deficiencies. Once the completed Application has been received, file one (1) original hard copy of the completed Application, all required schedules and documentation, proof of payment of the Application Fee, and written notice certifying the Application Review Start Date in a three-ring binder with tabs separating each section of the documents submitted, and an additional electronically digitized copy formatted in searchable pdf format to the comptroller, with electronic copies to the Applicant and the Appraisal District. Such notice shall include:
 - a. The date on which the Application was received;
 - b. The date on which the governing body elected to consider the Application;
 - c. The date on which the District determined that the Applicant has submitted a completed Application;
 - d. A request that the Comptroller provide an economic impact evaluation; and
 - e. All other information relating to the Application's consideration, which has been prepared by the District's consultants to meet the requirements of 34 Texas Administration Code 9.1054.
6. Accept on behalf of the Board, any amendments or supplements submitted by the Applicant and transmit copies to the Comptroller.

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7. Within twenty (20) days of the receipt of a request from the Comptroller, forward any Amended or Supplemental Application, or any other information necessary to complete the Comptroller's Application recommendation, or economic impact study to the Comptroller and the Appraisal District.
8. Deliver a copy of the Application to the Appraisal District in which the Project is located for review.
9. Create a link on the District's website to the location on the Texas Comptroller's website where copies of Economic Development Act applications are posted.
10. Ensure that the Applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests.
11. Ensure that the Applicant and the District's consultants provide all required supplemental information necessary to assist the Comptroller and Texas Education Agency with the analyses required by the Act and the Comptroller's Rules.
12. Not later than 151 days after the Application Review Start Date, present to the Board an Agreement for final approval or a request for an extension of the Application Review Period from the Applicant.
13. If an extension of the Application Review Period is requested by the Applicant, the Superintendent shall report each request for an extension to the Comptroller and each applicable Appraisal District.
14. Ensure that at least ten (10) days prior to the meeting at which the Board is scheduled to consider final approval of an Agreement, the District and the Comptroller are provided draft Agreement copies of such Agreement.
15. Ensure that upon the completion of Board action, if any, on the Application, all required information is transmitted to the Comptroller and to each applicable Appraisal District.
16. Ensure that the Applicant makes all required post-approval submissions to the Comptroller and the District.

INITIAL BOARD
REVIEW

Following the filing of an Application, the Board should conduct an Initial Review of the Application. At the Initial Review, the Board may consider either a written or oral presentations concerning the Application.

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If, after the Initial Review, the Board determines that the Application is not in the best interests of the District, the Board shall reject the Application and shall return the Application Fee, less the necessary and reasonable cost of the Initial Review of the Application, to the Applicant.

In the event that the Board decides to proceed with a full consideration of the Application and the qualified investment in the Application exceeds Three Hundred Million Dollars (\$300,000,000.00), the Board shall set an appropriate large project Application Fee, in accordance with this policy.

Once the Board has accepted an Application for consideration after Initial Board Review, the Superintendent is expressly delegated the authority to accept on behalf of the Board and the District any Amended or Supplemental Application submitted by the Applicant for the same project.

**CONSULTING
SERVICES**

Upon retention by the Board, the District's consultants shall review the Application to ensure that the Application documents include all information required by the Comptroller's Rules. The consultants shall simultaneously begin an analysis of the impact on District finances, any legal implications of the Application, development of a revenue protection agreement, and when the reports become available, the studies from both the Comptroller's Office and the TEA.

The consultants shall be paid for their services from the Application Fee. The consultants will complete their analysis within sufficient time to be considered by the Board in its final determination on the Application.

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BOARD ACTION ON APPLICATION

Before the 91st day after the Comptroller receives a copy of the Application, the Comptroller will (1) determine whether the property which is the subject of the Application is eligible for a limitation on appraised value and (2) if the Comptroller determines the property is eligible, submit a recommendation to the Board of Trustees as to whether the Application should be approved or disapproved.

If the Comptroller determines that the property which is the subject of the application is not eligible for a limitation in appraised value, the District may not approve the Application.

If the Comptroller determines that the property which is the subject of the application is eligible for a limitation in appraised value and recommends that the Board of Trustees approve the Application, before the 151st day after the day the Application was filed with the District, the Board of Trustees shall make written findings of fact as to:

1. Each criteria listed in Tax Code Section 313.026;
2. The criteria required by Tax Code, 313.025(f-1) if applicable;
3. That the information in the application is true and correct;
4. That the Applicant is eligible for the limitation on the appraised value of the entity's qualified property; and
5. That granting the application is in the best interest of the District and the state.

If the Comptroller recommends that the Board of Trustees disapprove the Application, the Board may approve the Application only if:

1. The Board holds a public hearing the sole purpose of which is to consider the Application and the Comptroller's recommendation, and
2. At a subsequent meeting of the Board held after the date of the public hearing, at least two-thirds of the members of the Board vote to approve the Application.

ADOPTION OF AGREEMENT

The Board shall also consider and adopt an Agreement ("Agreement") with the Applicant to provide for protection from and/or compensation for any financial risks undertaken by the District in accepting the Application.

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**WAIVER OF JOBS
REQUIREMENT**

The Board may waive the new jobs creation requirement of Section 313.021(2)(A)(iv)(b) or 313.051(b) of the Tax Code and may approve an Application if the Board makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility described in the Application.

In the event that such request is made other than at the time of the original Application, the Board may charge the Applicant a fee to cover the costs of any consultant required by the Board in making the requisite finding.

**SUBSTANTIVE
DOCUMENTS**

Unless claimed by the Applicant to be confidential, all sections of any Application, after presentation to the Board, all reports presented to the Board by its consultants, all resolutions, findings of fact, agreements, or any other document adopted by the Board shall be considered to be a substantive document as defined in this policy and shall be available for public inspection. All such documents required by Comptroller's rules or by state law to be filed with the State of Texas shall be transmitted within seven (7) days of adoption.

**APPLICANT'S
CLAIMS OF
INFORMATION
CONFIDENTIALITY**

At the time that the Applicant submits its Application, or any amendment or supplement thereto, the Applicant may request that all or parts of such document not be posted on the Internet and not otherwise be publicly released. In order to make such request, the Applicant shall submit a written request that:

1. Specifically lists each document or portion of the document and each entry in any form prescribed by the Comptroller that the Applicant contends is confidential;
2. Identifies specific detailed reasons stating why the Applicant believes each item listed should be considered confidential and identifies any relevant legal authority in support of the request;
3. Segregates the documents that are subject to the request from the other documents submitted with the Application that are not subject to the request; and
4. Clearly designates each document subject to the request as "confidential."

**APPLICANT'S
REPORTING
OBLIGATIONS**

During the course of its Agreement with the District, the Applicant shall timely make any and all reports which are or may be required under the provisions of law or administrative regulation, including but not limited to the annual report or

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certifications which may be required to be submitted by the Applicant to the Comptroller under the provisions of Section 313.032 of the Tax Code. The Applicant shall forward to the District a copy of all such required reports or certifications contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation under this Agreement.

**DISTRICT'S
REPORTING
OBLIGATIONS**

If the Comptroller requests information reasonably necessary to complete the recommendation or economic impact evaluations, the Superintendent shall provide the requested information within twenty (20) working days from the date of request. The Superintendent may request for an extension of time, not to exceed ten (10) working days, to provide the additional information to the Comptroller.

**SUPERINTENDENT'S
RESPONSIBILITIES /
DELEGATION**

During the term of any agreement, the Superintendent shall ensure that all reporting requirements under Chapter 313 are being met in a timely fashion by both the District and the Applicant. The Superintendent is authorized to delegate this function to outside consultants; however any fees for the consultants should be reimbursed by the Applicant to the District.

**PUBLIC ACCESS TO
INFORMATION**

The Superintendent shall provide a copy of the economic impact evaluation and the facilities impact study to the Applicant and the District's Consultants upon receipt thereof.

**TAX
CREDIT
ELIGIBILITY**

Applicants meeting all requirements in Tax Code Chapter 313 and the Agreement become eligible to receive tax credits under the provisions of Tax Code Chapter 313, Subchapter D. The District will begin the processing of Applicant's Tax Credit request following the payment by Applicant of all ad valorem taxes due to the District of taxes levied in each year of the Qualifying Time Period as defined by Tax Code §313.021(4).

**TAX CREDIT
APPLICATION
REQUIREMENTS**

An Applicant seeking tax credits under the provisions of Tax Code Chapter 313, Subchapter D must file with the District a completed Comptroller's tax credit application form signed by the Applicant. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The Comptroller's form shall be accompanied by a tax receipt from the collector of taxes for the District showing

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full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.

APPLICANT TO
PROVIDE
INFORMATION
UPDATES

The Applicant shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);
2. Changes to the location and contact information for the approved applicant including all members of the combined group participating in the limitation agreement; and
3. Copies of any assignments of the Agreement and contact information for authorized representative(s) of any assignees.

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AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES by and between LOS FRESNOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT and CAMERON WIND I, LLC

EXHIBIT B

Comptroller's Letter

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



November 19, 2013

Gonzalo Salazar
Superintendent
Los Fresnos Consolidated Independent School District
600 N. Mesquite St.
Los Fresnos, Texas 78566

Dear Superintendent Salazar:

On August 22, 2013, the Comptroller received the completed application (Application # 342) for a limitation on appraised value under the provisions of Tax Code Chapter 313¹. This application was originally submitted in July 2013 to Los Fresnos Consolidated Independent School District (the school district) by Cameron Wind I, 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 (\$253.96 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 Cameron 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

¹ All statutory references are to the Texas Tax Code, unless otherwise noted.

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 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 August 22, 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 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

cct Robert Wood

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES by and between LOS FRESNOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT and CAMERON WIND I, LLC

EXHIBIT C

Economic Impact Evaluation

Economic Impact for Chapter 313 Project

Applicant	Cameron Wind I, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation - Wind
School District	Los Fresnos Consolidated
2011-12 Enrollment in School District	10,295
County	Cameron
Total Investment in District	\$280,695,969
Qualified Investment	\$253,963,020
Limitation Amount	\$10,000,000
Number of total jobs committed to by applicant	10
Number of qualifying jobs committed to by applicant	10
Average Weekly Wage of Qualifying Jobs committed to by applicant	\$719
Minimum Weekly Wage Required Tax Code, 313.051(b)	\$719
Minimum Annual Wage committed to by applicant for qualified jobs	\$37,363
Investment per Qualifying Job	\$28,069,597
Estimated 15 year M&O levy without any limit or credit:	\$28,957,579
Estimated gross 15 year M&O tax benefit	\$19,846,003
Estimated 15 year M&O tax benefit (<i>after</i> deductions for estimated school district revenue protection--but not including any deduction for supplemental payments or extraordinary educational expenses):	\$16,219,261
Tax Credits (estimated - part of total tax benefit in the two lines above - appropriated through Foundation School Program)	\$2,709,095
Net M&O Tax (15 years) After Limitation, Credits and Revenue Protection:	\$12,738,318
Tax benefit as a percentage of what applicant would have paid without value limitation agreement (percentage exempted)	56.0%
Percentage of tax benefit due to the limitation	86.3%
Percentage of tax benefit due to the credit.	13.7%

This presents the Comptroller's economic impact evaluation of Cameron Wind I, LLC (the project) applying to Los Fresnos Consolidated Independent School District (the district), as required by Tax Code, 313.026. This evaluation is based on information provided by the applicant and examines the following criteria:

- (1) the recommendations of the comptroller;
- (2) the name of the school district;
- (3) the name of the applicant;
- (4) the general nature of the applicant's investment;
- (5) the relationship between the applicant's industry and the types of qualifying jobs to be created by the applicant to the long-term economic growth plans of this state as described in the strategic plan for economic development submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Government Code, as that section existed before February 1, 1999;
- (6) the relative level of the applicant's investment per qualifying job to be created by the applicant;
- (7) the number of qualifying jobs to be created by the applicant;
- (8) the wages, salaries, and benefits to be offered by the applicant to qualifying job holders;
- (9) the ability of the applicant to locate or relocate in another state or another region of this state;
- (10) the impact the project will have on this state and individual local units of government, including:
 - (A) tax and other revenue gains, direct or indirect, that would be realized during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller; and
 - (B) economic effects of the project, including the impact on jobs and income, during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller;
- (11) the economic condition of the region of the state at the time the person's application is being considered;
- (12) the number of new facilities built or expanded in the region during the two years preceding the date of the application that were eligible to apply for a limitation on appraised value under this subchapter;
- (13) the effect of the applicant's proposal, if approved, on the number or size of the school district's instructional facilities, as defined by Section 46.001, Education Code;
- (14) the projected market value of the qualified property of the applicant as determined by the comptroller;
- (15) the proposed limitation on appraised value for the qualified property of the applicant;
- (16) the projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the agreement, if the property does not receive a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment and projected tax rates clearly stated;
- (17) the projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the agreement, if the property receives a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment clearly stated;
- (18) the projected effect on the Foundation School Program of payments to the district for each year of the agreement;
- (19) the projected future tax credits if the applicant also applies for school tax credits under Section 313.103; and
- (20) the total amount of taxes projected to be lost or gained by the district over the life of the agreement computed by subtracting the projected taxes stated in Subdivision (17) from the projected taxes stated in Subdivision (16).

Wages, salaries and benefits [313.026(6-8)]

After construction, the project will create ten new jobs when fully operational. All ten jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the Lower Rio Grande Valley Development Council Region, where Cameron County is located was \$33,961 in 2012. The annual average manufacturing wage for 2012 for Cameron County is \$42,497. That same year, the county annual average wage for all industries was \$26,949. In addition to a salary of \$37,363, each qualifying position will receive the following benefits: medical, dental, life insurance, short-term disability, long-term disability, 401k plan, individual retirement Acct, paid cell phone, paid leave, paid holidays. The project's total investment is \$280.1 million, resulting in a relative level of investment per qualifying job of \$28.1 million.

Ability of applicant to locate to another state and [313.026(9)]

According to Cameron Wind I, LLC's application, the company "has the ability to locate wind farms anywhere in the U.S. with the right conditions.without a value limitation program, Apex Wind would seek to move to alternative sites outside the State of Texas."

Number of new facilities in region [313.026(12)]

During the past two years, 5 projects in the Lower Rio Grande Valley Development Council Region applied for value limitation agreements under Tax Code, Chapter 313.

Relationship of applicant's industry and jobs and Texas's economic growth plans [313.026(5)]

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Cameron Wind I, LLC project requires appear to be in line with the focus and themes of the plan. Texas identified energy as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the energy industry.

Economic Impact [313.026(10)(A), (10)(B), (11), (13-20)]

Table I depicts Cameron Wind I, LLC's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 15 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

Table 1: Estimated Statewide Economic Impact of Investment and Employment in Cameron Wind I, LLC

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2014	210	179	389	\$6,727,230	\$13,272,770	\$20,000,000
2015	10	15	25	\$373,630	\$2,626,370	\$3,000,000
2016	10	5	15	\$373,630	\$1,626,370	\$2,000,000
2017	10	11	21	\$373,630	\$1,626,370	\$2,000,000
2018	10	10	20	\$373,630	\$1,626,370	\$2,000,000
2019	10	15	25	\$373,630	\$1,626,370	\$2,000,000
2020	10	15	25	\$373,630	\$1,626,370	\$2,000,000
2021	10	17	27	\$373,630	\$1,626,370	\$2,000,000
2022	10	17	27	\$373,630	\$1,626,370	\$2,000,000
2023	10	19	29	\$373,630	\$2,626,370	\$3,000,000
2024	10	17	27	\$373,630	\$1,626,370	\$2,000,000
2025	10	19	29	\$373,630	\$1,626,370	\$2,000,000
2026	10	11	21	\$373,630	\$1,626,370	\$2,000,000
2027	10	15	25	\$373,630	\$1,626,370	\$2,000,000
2028	10	10	20	\$373,630	\$1,626,370	\$2,000,000

Source: CPA, REMI, Cameron Wind I, LLC

The statewide average ad valorem tax base for school districts in Texas was \$1.65 billion in 2012-2013. Los Fresnos Consolidated ISD's ad valorem tax base in 2012-2013 was \$1.26 billion. The statewide average wealth per WADA was estimated at \$343,155 for fiscal 2012-2013. During that same year, Los Fresnos Consolidated ISD's estimated wealth per WADA was \$97,579. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Cameron County, and Cameron County Emergency Services District #1, with all property tax incentives sought being granted using estimated market value from Cameron Wind I, LLC's application. Cameron Wind I, LLC has applied for both a value limitation under Chapter 313, Tax Code and a tax abatement with the county. Table 3 illustrates the estimated tax impact of the Cameron Wind I, LLC project on the region if all taxes are assessed.

Table 2 Estimated Direct Ad Valorem Taxes with all property tax incentives sought										
Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Los Fresnos CISD I&S Levy	Los Fresnos CISD M&O Levy	Los Fresnos CISD M&O and I&S Tax Levies (Before Credit Credited)	Los Fresnos CISD M&O and I&S Tax Levies (After Credit Credited)	Cameron County Tax Levy	Cameron County Emergency Services District #1 Tax Levy	Estimated Total Property Taxes
				0.0200	1.1700			0.3843	0.1000	
2014	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015	\$241,546,546	\$241,546,546		\$48,309	\$2,826,095	\$2,874,404	\$2,874,404	\$139,236	\$241,547	\$3,255,187
2016	\$229,469,219	\$10,000,000		\$45,894	\$117,000	\$162,894	\$162,894	\$132,274	\$229,469	\$524,637
2017	\$217,995,758	\$10,000,000		\$43,599	\$117,000	\$160,599	\$80,300	\$125,661	\$217,996	\$423,956
2018	\$207,095,970	\$10,000,000		\$41,419	\$117,000	\$158,419	\$79,210	\$119,378	\$207,096	\$405,683
2019	\$196,741,171	\$10,000,000		\$39,348	\$117,000	\$156,348	\$78,174	\$113,409	\$196,741	\$388,324
2020	\$186,904,113	\$10,000,000		\$37,381	\$117,000	\$154,381	\$77,190	\$107,738	\$186,904	\$371,833
2021	\$177,558,907	\$10,000,000		\$35,512	\$117,000	\$152,512	\$76,256	\$102,351	\$177,559	\$356,166
2022	\$168,680,961	\$10,000,000		\$33,736	\$117,000	\$150,736	\$75,368	\$97,234	\$168,681	\$341,283
2023	\$160,246,913	\$10,000,000		\$32,049	\$117,000	\$149,049	\$74,525	\$92,372	\$160,247	\$327,144
2024	\$152,234,568	\$152,234,568		\$30,447	\$1,781,144	\$1,811,591	\$0	\$585,024	\$152,235	\$737,258
2025	\$144,622,840	\$144,622,840		\$28,925	\$1,692,087	\$1,721,012	\$1,364,531	\$555,773	\$144,623	\$2,064,926
2026	\$137,391,698	\$137,391,698		\$27,478	\$1,607,483	\$1,634,961	\$1,634,961	\$527,984	\$137,392	\$2,300,337
2027	\$130,522,113	\$130,522,113		\$26,104	\$1,527,109	\$1,553,213	\$1,553,213	\$501,585	\$130,522	\$2,185,320
2028	\$123,996,007	\$123,996,007		\$24,799	\$1,450,753	\$1,475,552	\$1,475,552	\$476,505	\$123,996	\$2,076,054
						Total	\$9,606,578	\$3,676,524	\$2,475,007	\$15,758,109

Assumes School Value Limitation and Tax Abatement with the County.

Source: CPA, Cameron Wind I, LLC

¹Tax Rate per \$100 Valuation

Table 3 Estimated Direct Ad Valorem Taxes without property tax incentives										
Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Los Fresnos CISD I&S Levy	Los Fresnos CISD M&O Levy	Los Fresnos CISD M&O and I&S Tax Levies	Cameron County Tax Levy	Cameron County Emergency Services District #1 Tax Levy	Estimated Total Property Taxes	
				0.0200	1.1700		0.3843	0.1000		
2014	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	
2015	\$241,546,546	\$241,546,546		\$48,309	\$2,826,095	\$2,874,404	\$928,242	\$241,547	\$4,044,192	
2016	\$229,469,219	\$229,469,219		\$45,894	\$2,684,790	\$2,730,684	\$881,830	\$229,469	\$3,841,982	
2017	\$217,995,758	\$217,995,758		\$43,599	\$2,550,550	\$2,594,150	\$837,738	\$217,996	\$3,649,883	
2018	\$207,095,970	\$207,095,970		\$41,419	\$2,423,023	\$2,464,442	\$795,851	\$207,096	\$3,467,389	
2019	\$196,741,171	\$196,741,171		\$39,348	\$2,301,872	\$2,341,220	\$756,059	\$196,741	\$3,294,020	
2020	\$186,904,113	\$186,904,113		\$37,381	\$2,186,778	\$2,224,159	\$718,256	\$186,904	\$3,129,319	
2021	\$177,558,907	\$177,558,907		\$35,512	\$2,077,439	\$2,112,951	\$682,343	\$177,559	\$2,972,853	
2022	\$168,680,961	\$168,680,961		\$33,736	\$1,973,567	\$2,007,303	\$648,226	\$168,681	\$2,824,210	
2023	\$160,246,913	\$160,246,913		\$32,049	\$1,874,889	\$1,906,938	\$615,814	\$160,247	\$2,683,000	
2024	\$152,234,568	\$152,234,568		\$30,447	\$1,781,144	\$1,811,591	\$585,024	\$152,235	\$2,548,850	
2025	\$144,622,840	\$144,622,840		\$28,925	\$1,692,087	\$1,721,012	\$555,773	\$144,623	\$2,421,407	
2026	\$137,391,698	\$137,391,698		\$27,478	\$1,607,483	\$1,634,961	\$527,984	\$137,392	\$2,300,337	
2027	\$130,522,113	\$130,522,113		\$26,104	\$1,527,109	\$1,553,213	\$501,585	\$130,522	\$2,185,320	
2028	\$123,996,007	\$123,996,007		\$24,799	\$1,450,753	\$1,475,552	\$476,505	\$123,996	\$2,076,054	
						Total	\$29,452,581	\$9,511,228	\$2,475,007	\$41,438,816

Source: CPA, Cameron Wind I, LLC

¹Tax Rate per \$100 Valuation

Attachment 1 includes schedules A, B, C, and D provided by the applicant in the application. Schedule A shows proposed investment. Schedule B is the projected market value of the qualified property. Schedule C contains employment information, and Schedule D contains tax expenditures and other tax abatement information.

Attachment 2, provided by the district and reviewed by the Texas Education Agency, contains information relating to the financial impact of the proposed project on the finances of the district as well as the tax benefit of the value limitation. "Table 5" in this attachment shows the estimated 15 year M&O tax levy without the value limitation agreement would be \$28,957,579. The estimated gross 15 year M&O tax benefit, or levy loss, is \$19,846,003.

Attachment 3 is an economic overview of Cameron County.

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Attachments

1. Schedules A, B, C, and D provided by applicant in application
2. School finance and tax benefit provided by district
3. County Economic Overview

Attachment 1

PROPERTY INVESTMENT AMOUNTS

		(Estimated investment in each year. Do not put cumulative totals.)											
		School Year (YYYY-YYYY)	Tax Year (FBI actual tax year below) YYYY	Tangible Personal Property Investment (original cost) placed in service during this year	Column B: Building or permanent nonremovable component of building (actual amount only)	Column C: Sum of A and B Qualifying Investment (during the qualifying time period)	Column D: Other investment that is not qualified investment but impacts economic impact and total value	Column E: Total Investment (A+B+D)					
Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment) Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property) Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property) Complete tax years of qualifying time period Value Limitation Period Continuous to Maintain Viable Presence Post-Settle-Up Period Post-Settle-Up Period	Year	1	2014	13,366,474	950,000	13,366,474		13,366,474				\$	
		2	2015	202,897,495		240,596,546		240,596,546				\$	
		3	2016										
		4	2017										
		5	2018										
		6	2019										
		7	2020										
		8	2021										
		9	2022										
		10	2023										
		11	2024										
		12	2025										
		13	2026										
		14	2027										
		15	2028										

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.
 Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(1)(A)-(D).
 For the purposes of investment, please list amount invested each year, not cumulative totals.
 Column B: For the years outside the qualifying time period, this number should simply represent the planned investment in tangible personal property.
 Include estimates of investment for "replacement" property that is part of original agreement but scheduled for probable replacement during limitation period.
 The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E).
 Column C: For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings.
 Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value for planning, construction and operation of the facility.
 The most significant example for many projects would be land. Other examples may be items such as professional services, etc.
 Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.
 Column D: For advanced clean energy projects, nuclear projects, projects with extended qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed.
 This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____ DATE 8/15/13

	Year	School Year (YYYY-YYYY)	Tax Year (File in actual tax year) YYYY	Qualified Property			Reductions from Market Value	Estimated Taxable Value	Final taxable value for M&O--after all reductions
				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 building or "in or on the new improvement"			
	pre- year 1			N/A			N/A		
Tax Credit Period (with 50% cap on credit)	1	2014-2015	2014	N/A			N/A		
	2	2015-2016	2015	N/A	950,000	#####	N/A	241,546,546	241,546,546
	3	2016-2017	2016	N/A	902,500	#####	N/A	229,469,219	10,000,000
	4	2017-2018	2017	N/A	857,375	#####	N/A	217,995,758	10,000,000
	5	2018-2019	2018	N/A	814,506	#####	N/A	207,095,970	10,000,000
	6	2019-2020	2019	N/A	773,781	#####	N/A	196,741,171	10,000,000
	7	2020-2021	2020	N/A	735,092	#####	N/A	186,904,113	10,000,000
	8	2021-2022	2021	N/A	698,337	#####	N/A	177,558,907	10,000,000
Credit Settle-Up Period	9	2022-2023	2022	N/A	663,420	#####	N/A	168,680,961	10,000,000
	10	2023-2024	2023	N/A	630,249	#####	N/A	160,246,913	10,000,000
	11	2024-2025	2024	N/A	598,737	#####	N/A	152,234,568	152,234,568
	12	2026-2027	2025	N/A	568,800	#####	N/A	144,622,840	144,622,840
	13	2027-2028	2026	N/A	540,360	#####	N/A	137,391,698	137,391,698
	14	2028-2029	2027	N/A	513,342	#####	N/A	130,522,113	130,522,113
	15	2029-2030	2028	N/A	487,675	#####	N/A	123,996,007	123,996,007

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

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

[Signature]

8/15/13

DATE

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Schedule D: (Rev. May 2010): Other Tax Information

CAMEROND WIND I, LLC

ISD Name

LOS FRESNOS C.I.S.D.

Form 50-296

Applicant Name	Sales Tax Information			Other Property Tax Abatements Sought							
	School Year (YYYY-YYYY)	Tax/Calendar Year YYYY	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column F: Estimate of total annual expenditures* subject to state sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	County	City	Hospital	Other		
15 year period exceeding the 10 year period at complete (year of 13 qualifying 15 period assuming no defaults)	Complete tax years of qualifying time period	1	2014-2015	2014	50,000,000	190,000,000	246,700	85	N/A	N/A	0
		2	2015-2016	2015	490,000	318,500	246,700	85	N/A	N/A	0
		3	2016-2017	2016	490,000	318,500	246,700	85	N/A	N/A	0
		4	2017-2018	2017	490,000	318,500	246,700	85	N/A	N/A	0
		5	2018-2019	2018	490,000	318,500	246,700	85	N/A	N/A	0
		6	2019-2020	2019	490,000	318,500	246,700	85	N/A	N/A	0
		7	2020-2021	2020	490,000	318,500	246,700	85	N/A	N/A	0
		8	2021-2022	2021	490,000	318,500	246,700	85	N/A	N/A	0
		9	2022-2023	2022	490,000	318,500	246,700	85	N/A	N/A	0
		10	2023-2024	2023	490,000	318,500	246,700	85	N/A	N/A	0
		11	2024-2025	2024	490,000	318,500	246,700	0	N/A	N/A	0
		12	2025-2026	2025	490,000	318,500	246,700	0	N/A	N/A	0
		13	2026-2027	2026	490,000	318,500	246,700	0	N/A	N/A	0
		14	2027-2028	2027	490,000	318,500	246,700	0	N/A	N/A	0
		15	2028-2029	2028	490,000	318,500	246,700	0	N/A	N/A	0

or planning, construction and operation of the facility.

[Signature]

GNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

8/15/13
DATE

Attachment 2



1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • www.tea.state.tx.us

October 18, 2013

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed Apex Wind Energy LLC project on the number and size of school facilities in Los Fresnos Consolidated Independent School District (LFCISD). Based on the analysis prepared by Moak, Casey and Associates for the school district and a conversation with the LFCISD CFO, David Young, the TEA has found that the Apex Wind Energy LLC project would not have a significant impact on the number or size of school facilities in LFCISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information about this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Al McKenzie".

Al McKenzie, Manager
Foundation School Program Support

AM/rk



1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • www.tea.state.tx.us

Michael Williams
Commissioner

October 18, 2013

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

The Texas Education Agency (TEA) has analyzed the revenue gains that would be realized by the proposed Apex Wind Energy LLC project for the Los Fresnos Consolidated Independent School District (LFCISD). Projections prepared by the TEA State Funding Division confirm the analysis that was prepared by Moak, Casey and Associates and provided to us by your division. We believe their assumptions regarding the potential revenue gain are valid, and their estimates of the impact of the Apex Wind Energy LLC project on LFCISD are correct.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information about this issue.

Sincerely,

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

Al McKenzie, Manager
Foundation School Program Support

AM/rk

**SUMMARY OF FINANCIAL IMPACT OF THE PROPOSED APEX
WIND ENERGY HOLDINGS, LLC PROJECT ON THE FINANCES OF
THE LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT UNDER A REQUESTED CHAPTER 313 PROPERTY
VALUE LIMITATION**

August 27, 2013

Final Report

PREPARED BY



Estimated Impact of the Proposed APEX Wind Energy Holdings, LLC Project on the Finances of the Los Fresnos Consolidated Independent School District under a Requested Chapter 313 Property Value Limitation

Introduction

APEX Wind Energy Holdings, LLC (APEX) has requested that the Los Fresnos Consolidated Independent School District (LFCISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to LFCISD on July 8, 2013, APEX proposes to invest \$253.9 million to construct a new renewable wind energy electric generation project in LFCISD.

The APEX project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others.

Under the provisions of Chapter 313, LFCISD may offer a minimum value limitation of \$10 million. The provisions of Chapter 313 call for the project to be fully taxable in the 2014-15 and 2015-16 school years, unless the District and the Company agree to an extension of the start of the two-year qualifying time period. For the purpose of this analysis, it is assumed that the qualifying time period will be the 2014-15 and 2015-16 school years. Beginning with the 2016-17 school year, the project would go on the local tax roll at \$10 million and remain at that level of taxable value for eight years for maintenance and operations (M&O) taxes.

The full taxable value of the project would be assessed for debt service taxes on voter-approved bond issues throughout the limitation period, with LFCISD currently levying a \$0.02 I&S tax rate. The full taxable value of the investment is expected to reach \$242 million in the 2015-16 school year, with depreciation expected to reduce the value of the project over the course of the value limitation agreement. Given that LFCISD would still be eligible for state facilities support after the addition of APEX to the District's I&S tax base, the I&S tax benefits are expected to be limited to the 2015-16 school year.

In the case of the APEX project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. Under current law, LFCISD would experience a \$3.6 million revenue loss as a result of the implementation of the value limitation in the 2016-17 school year. This results largely from the one-year lag in the state property value study that results in no state aid offset the first year the \$10 million value limitation takes effect.

Under the assumptions outlined below, the potential tax benefits under a Chapter 313 agreement could reach an estimated \$16.2 million over the course of the agreement. This amount is net of any anticipated revenue losses for the District.

School Finance Mechanics

Under the current school finance system, the property values established by the Comptroller's Office that are used to calculate state aid and recapture lag by one year, a practical consequence of the fact that the Comptroller's Office needs this time to conduct its property value study and the audits of appraisal district operations in alternating years. A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 3-10 and receives a tax bill for l&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter). The school funding formulas use the Comptroller's property values that reflect a reduction due to the property value limitation in years 4-11 as a result of the one-year lag in property values.

The third year is often problematical financially for a school district that approves a Chapter 313 value limitation. The implementation of the value limitation often results in a revenue loss to the school district in the third year of the agreement that would not be reimbursed by the state, but require some type of compensation from the applicant under the revenue protection provisions of the agreement. In years 4-10, smaller revenue losses would be anticipated when the state M&O property values are aligned at the minimum value established by the Board on both the local tax roll and the corresponding state property value study.

Under the HB 1 system adopted in 2006, most school districts received additional state aid for tax reduction (ASATR) that was used to maintain their target revenue amounts established at the revenue levels under old law for the 2005-06 or 2006-07 school years, whichever was highest. In terms of new Chapter 313 property value limitation agreements, adjustments to ASATR funding often moderated the impact of the reduced M&O collections as a result of the limitation, in contrast with the earlier formula-driven finance system.

House Bill 3646 as enacted in 2009 created more "formula" school districts that were less dependent on ASATR state aid than had been the case previously. The formula reductions enacted during the First Called Session in 2011 made \$4 billion in reductions to the existing school funding formulas for the 2011-12 and 2012-13 school years. For the 2011-12 school year, across-the-board reductions were made that reduced each district's WADA count and resulted in an estimated 781 school districts still receiving ASATR to maintain their target revenue funding levels, while an estimated 243 districts operated directly on the state formulas. For the 2012-13 school year, the changes called for smaller across-the-board reductions and funding ASATR-receiving target revenue districts at 92.35 percent of the level provided for under the existing funding formula, with 689 districts operating on formula and 335 districts still receiving ASATR funding.

Senate Bill 1 and House Bill 1025 as passed by the 83rd Legislature made significant increases to the basic allotment and other formula changes by appropriation. The ASATR reduction percentage is increased slightly to 92.63 percent, while the basic allotment is increased by \$325 and \$365, respectively, for the 2013-14 and 2014-15 school years. A slight increase in the guaranteed yield for the 6 cents above compressed—known as the Austin yield—is also included. With the basic allotment increase, it is estimated that approximately 300 school districts will still receive ASATR in the 2013-14 school year and 273 districts would do so in the 2014-15 school year. Current state policy calls for ASATR funding to be eliminated by the 2017-18 school year.

LFCISD has a target revenue level per WADA that is below the state average and is also classified as a property-poor district. Given these characteristics, the District is a formula district under the estimates presented below. ASATR funding is not a factor in these estimates.

One concern in projecting into the future is that the underlying state statutes in the Education Code were not changed in order to provide these funding increases. All of the major formula changes were made by appropriation, which gives them only a two-year lifespan unless renewed in the 2015 legislative session. Despite this uncertainty, it is assumed that these changes will remain in effect for the forecast period for the purpose of these estimates, assuming a continued legislative commitment to these funding levels in future years.

A key element in any analysis of the school finance implications is the provision for revenue protection in the agreement between the school district and the applicant. In the case of the APEX project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. This meets the statutory requirement under Section 313.027(f)(1) of the Tax Code to provide school district revenue protection language in the agreement.

Underlying Assumptions

There are several approaches that can be used to analyze the future revenue stream of a school district under a value limitation. Whatever method is used, a reasonable analysis requires the use of a multi-year forecasting model that covers the years in which the agreement is in effect. The Chapter 313 application now requires 15 years of data and analysis on the project being considered for a property value limitation.

The general approach used here is to maintain static enrollment and underlying base property values in order to isolate the effects of the value limitation under the school finance system. The SB 1 basic allotment increases are reflected in the underlying models. As noted previously, ASATR funding does not result from the adoption of the proposed value limitation agreement. The projected taxable values of the APEX project are factored into the base model used here in order to simulate the financial impact of the project in the absence of a value limitation agreement. The impact of the limitation value for the proposed APEX project is isolated separately and the focus of this analysis.

Student enrollment counts are held constant at 9,608 students in average daily attendance (ADA) in analyzing the effects of the APEX project on the finances of LFCISD. The District's local tax base reached \$1.37 billion for the 2012 tax year and is maintained for the forecast period in order to isolate the effects of the property value limitation. An M&O tax rate of \$1.17 per \$100 is used throughout this analysis. LFCISD has estimated state property wealth per weighted ADA or WADA of approximately \$102,381 for the 2013-14 school year. The enrollment and property value assumptions for the 15 years that are the subject of this analysis are summarized in Table 1.

School Finance Impact

School finance models were prepared for LFCISD under the assumptions outlined above through the 2028-29 school year. Beyond the 2014-15 school year, no attempt was made to forecast the 88th percentile or Austin yield that influence future state funding beyond the projected level for that school year. In the analyses for other districts and applicants on earlier projects, these changes appeared to have little impact on the revenue associated with the implementation of the

property value limitation, since the baseline and other models incorporate the same underlying assumptions.

Under the proposed agreement, a model is established to make a calculation of the “Baseline Revenue” by adding the value of the proposed APEX facility to the model, but without assuming that a value limitation is approved. The results of the model are shown in Table 2.

A second model is developed which adds the APEX value but imposes the proposed property value limitation effective in the third year, which in this case is the 2016-17 school year. The results of this model are identified as “Value Limitation Revenue Model” under the revenue protection provisions of the proposed agreement (see Table 3). A summary of the differences between these models is shown in Table 4.

Under these assumptions, LFCISD would experience a \$3.6 million revenue loss as a result of the implementation of the value limitation in the 2016-17 school year. The revenue reduction results chiefly from the mechanics of the one-year lag in state-assigned property values associated with the state property value study.

The estimated formula loss of \$3,626,742—the difference between the base and the limitation models for the 2016-17 school year—is based on an assumption that APEX would benefit from \$2.57 million in M&O tax savings as a result of the limitation. From the perspective of LFCISD, this represents an M&O tax loss with no state formula offset, along with the loss of an additional \$1.06 million in Tier II state aid. (This information is presented in Table 4.) Once the state property value study catches up in the state aid calculations for the 2017-18 school year, the revenue losses under current law are eliminated.

The Comptroller’s state property value study clearly influences these calculations. At the school-district level, a taxpayer benefiting from a property value limitation has two property values assigned by the local appraisal district for their property covered by the limitation: (1) a reduced value for M&O taxes, and (2) the full taxable value for I&S taxes. This situation exists for the eight years that the value limitation is in effect. Two state property value determinations are also made for school districts granting Chapter 313 agreements, consistent with local practice. A consolidated single state property value had been provided previously.

Impact on the Taxpayer

Table 5 summarizes the impact of the proposed property value limitation in terms of the potential tax savings under the property value limitation agreement. The focus of this table is on the M&O tax rate only. As noted previously, the property is fully taxable in the first two years under the agreement. A \$1.17 per \$100 of taxable value M&O rate is assumed in 2013-14 and thereafter.

Under the assumptions used here, the potential tax savings from the value limitation total \$17.1 million over the life of the agreement. In addition, APEX would be eligible for a tax credit for M&O taxes paid on value in excess of the value limitation in each of the first two qualifying years. The credit amount is paid out slowly through years 4-10 due to statutory limits on the scale of these payments over these seven years, with catch-up payments permitted in years 11-13. The tax credits are expected to total approximately \$2.7 million over the life of the agreement, with no unpaid tax credits anticipated. The school district is to be reimbursed by the Texas Education Agency for the cost of these credits.

The key LFCISD revenue losses are expected to total approximately \$3.6 million in the initial limitation year under the agreement. The total potential net tax benefits (inclusive of tax credits but after hold-harmless payments are made) are estimated to reach \$16.2 million over the life of the agreement.

Facilities Funding Impact

The APEX project remains fully taxable for debt services taxes, with LFCISD currently levying a \$0.02 per \$100 I&S rate. LFCISD should benefit from additional I&S taxes with the addition of \$246 million in taxable value in the 2015-16 school year. However, the additional I&S taxes are expected to supplant state facilities funding in the 2016-17 school year and thereafter, once the additional value is recognized in the state I&S property values used to compute state IFA and EDA funding.

The APEX project is not expected to affect LFCISD in terms of enrollment. Ten permanent positions are anticipated once the project begins operations. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

Conclusion

The proposed APEX renewable energy electric generation project enhances the tax base of LFCISD. It reflects continued capital investment in keeping with the goals of Chapter 313 of the Tax Code.

Under the assumptions outlined above, the potential tax savings for the applicant under a Chapter 313 agreement could reach an estimated \$16.2 million. (This amount is net of any anticipated revenue losses for the District.) The additional taxable value also enhances the tax base of LFCISD in meeting its future debt service obligations, chiefly in the 2015-16 school year when the project value first appears on the local tax roll.

Table 1 – Base District Information with APEX Wind Energy Holdings, LLC Project Value and Limitation Values*

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
Pre-Year 1	2013-14	9,608.17	13,167.58	\$1.1700	\$0.0200	\$1,370,319,704	\$1,370,319,704	\$1,348,113,430	\$1,348,113,430	\$102,381	\$102,381
1	2014-15	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,370,319,704	\$1,370,319,704	\$1,348,113,430	\$1,348,113,430	\$102,380	\$102,380
2	2015-16	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,611,866,250	\$1,611,866,250	\$1,348,113,430	\$1,348,113,430	\$102,380	\$102,380
3	2016-17	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,599,788,923	\$1,380,319,704	\$1,589,659,976	\$1,358,113,430	\$120,724	\$120,724
4	2017-18	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,588,315,462	\$1,380,319,704	\$1,577,582,649	\$1,358,113,430	\$119,807	\$103,140
5	2018-19	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,577,415,674	\$1,380,319,704	\$1,566,109,188	\$1,358,113,430	\$118,935	\$103,140
6	2019-20	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,567,060,875	\$1,380,319,704	\$1,555,209,400	\$1,358,113,430	\$118,108	\$103,140
7	2020-21	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,557,223,817	\$1,380,319,704	\$1,544,854,601	\$1,358,113,430	\$117,321	\$103,140
8	2021-22	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,547,878,611	\$1,380,319,704	\$1,535,017,543	\$1,358,113,430	\$116,574	\$103,140
9	2022-23	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,539,000,665	\$1,380,319,704	\$1,525,672,337	\$1,358,113,430	\$115,865	\$103,140
10	2023-24	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,530,566,617	\$1,380,319,704	\$1,516,794,391	\$1,358,113,430	\$115,190	\$103,140
11	2024-25	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,522,554,272	\$1,522,554,272	\$1,508,360,343	\$1,358,113,430	\$114,550	\$103,140
12	2025-26	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,514,942,544	\$1,514,942,544	\$1,500,347,998	\$1,500,347,998	\$113,941	\$113,941
13	2026-27	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,507,711,402	\$1,507,711,402	\$1,492,736,270	\$1,492,736,270	\$113,363	\$113,363
14	2027-28	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,500,841,817	\$1,500,841,817	\$1,485,505,128	\$1,485,505,128	\$112,814	\$112,814
15	2028-29	9,608.17	13,167.72	\$1.1700	\$0.0200	\$1,494,315,711	\$1,494,315,711	\$1,478,635,543	\$1,478,635,543	\$112,292	\$112,292

*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

Table 2-- "Baseline Revenue Model"--Project Value Added with No Value Limitation*

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Excess Formula Reduction	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2013-14	\$13,828,717	\$55,924,207	\$0	\$0	\$0	\$2,861,919	\$8,411,770	\$0	\$81,028,613
1	2014-15	\$13,828,717	\$57,140,432	\$0	\$0	\$0	\$2,861,919	\$8,569,906	\$0	\$82,400,974
2	2015-16	\$16,123,395	\$57,140,432	\$0	\$0	\$0	\$3,336,814	\$10,061,167	\$0	\$88,661,808
3	2016-17	\$16,051,210	\$54,798,924	\$0	\$0	\$0	\$3,321,875	\$7,989,434	\$0	\$82,161,443
4	2017-18	\$15,939,989	\$54,915,999	\$0	\$0	\$0	\$3,298,857	\$8,020,069	\$0	\$82,174,914
5	2018-19	\$15,834,328	\$55,027,221	\$0	\$0	\$0	\$3,276,990	\$8,049,280	\$0	\$82,187,819
6	2019-20	\$15,733,951	\$55,132,881	\$0	\$0	\$0	\$3,256,216	\$8,077,131	\$0	\$82,200,180
7	2020-21	\$15,638,593	\$55,233,259	\$0	\$0	\$0	\$3,236,482	\$8,103,683	\$0	\$82,212,017
8	2021-22	\$15,548,002	\$55,328,617	\$0	\$0	\$0	\$3,217,733	\$8,128,992	\$0	\$82,223,344
9	2022-23	\$15,461,941	\$55,419,208	\$0	\$0	\$0	\$3,199,923	\$8,153,114	\$0	\$82,234,186
10	2023-24	\$15,380,182	\$55,505,269	\$0	\$0	\$0	\$3,183,002	\$8,176,101	\$0	\$82,244,554
11	2024-25	\$15,274,936	\$55,587,027	\$0	\$0	\$0	\$3,161,221	\$8,183,233	\$0	\$82,206,417
12	2025-26	\$15,202,625	\$55,664,698	\$0	\$0	\$0	\$3,148,256	\$8,204,790	\$0	\$82,218,370
13	2026-27	\$15,133,930	\$55,738,484	\$0	\$0	\$0	\$3,132,039	\$8,225,335	\$0	\$82,229,788
14	2027-28	\$15,068,869	\$55,808,582	\$0	\$0	\$0	\$3,118,533	\$8,244,913	\$0	\$82,240,697
15	2028-29	\$15,006,671	\$55,875,174	\$0	\$0	\$0	\$3,105,702	\$8,263,566	\$0	\$82,251,115

*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

Table 3-- "Value Limitation Revenue Model"--Project Value Added with Value Limit*

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Excess Formula Reduction	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2013-14	\$13,828,717	\$55,924,207	\$0	\$0	\$0	\$2,881,919	\$8,411,770	\$0	\$81,026,613
1	2014-15	\$13,828,717	\$57,140,432	\$0	\$0	\$0	\$2,881,919	\$8,569,906	\$0	\$82,400,974
2	2015-16	\$16,123,395	\$57,140,432	\$0	\$0	\$0	\$3,338,814	\$10,081,167	\$0	\$86,681,808
3	2016-17	\$13,923,716	\$54,798,924	\$0	\$0	\$0	\$2,881,580	\$6,930,481	\$0	\$78,534,701
4	2017-18	\$13,923,716	\$57,043,494	\$0	\$0	\$0	\$2,881,580	\$8,603,352	\$0	\$82,452,142
5	2018-19	\$13,923,716	\$57,043,494	\$0	\$0	\$0	\$2,881,580	\$8,603,352	\$0	\$82,452,142
6	2019-20	\$13,923,716	\$57,043,494	\$0	\$0	\$0	\$2,881,580	\$8,603,352	\$0	\$82,452,142
7	2020-21	\$13,923,716	\$57,043,494	\$0	\$0	\$0	\$2,881,580	\$8,603,352	\$0	\$82,452,142
8	2021-22	\$13,923,716	\$57,043,494	\$0	\$0	\$0	\$2,881,580	\$8,603,352	\$0	\$82,452,142
9	2022-23	\$13,923,716	\$57,043,494	\$0	\$0	\$0	\$2,881,580	\$8,603,352	\$0	\$82,452,142
10	2023-24	\$13,923,716	\$57,043,494	\$0	\$0	\$0	\$2,881,580	\$8,603,352	\$0	\$82,452,142
11	2024-25	\$15,274,936	\$57,043,494	\$0	\$0	\$0	\$3,161,221	\$9,438,260	\$0	\$84,917,912
12	2025-26	\$15,202,625	\$55,684,698	\$0	\$0	\$0	\$3,146,258	\$8,204,790	\$0	\$82,218,370
13	2026-27	\$15,133,930	\$55,738,484	\$0	\$0	\$0	\$3,132,039	\$8,225,335	\$0	\$82,229,788
14	2027-28	\$15,068,669	\$55,808,582	\$0	\$0	\$0	\$3,118,533	\$8,244,913	\$0	\$82,240,697
15	2028-29	\$15,006,671	\$55,875,174	\$0	\$0	\$0	\$3,105,702	\$8,263,566	\$0	\$82,251,115

*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

Table 4-- Value Limit less Project Value with No Limit*

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Excess Formula Reduction	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2013-14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2014-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	2015-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	2016-17	-\$2,127,494	\$0	\$0	\$0	\$0	-\$440,295	-\$1,058,953	\$0	-\$3,626,742
4	2017-18	-\$2,016,273	\$2,127,495	\$0	\$0	\$0	-\$417,277	\$583,284	\$0	\$277,228
5	2018-19	-\$1,910,612	\$2,016,273	\$0	\$0	\$0	-\$395,410	\$554,072	\$0	\$264,323
6	2019-20	-\$1,810,235	\$1,910,613	\$0	\$0	\$0	-\$374,637	\$526,221	\$0	\$251,962
7	2020-21	-\$1,714,877	\$1,810,235	\$0	\$0	\$0	-\$354,902	\$499,669	\$0	\$240,125
8	2021-22	-\$1,624,286	\$1,714,877	\$0	\$0	\$0	-\$336,154	\$474,360	\$0	\$228,798
9	2022-23	-\$1,538,225	\$1,624,286	\$0	\$0	\$0	-\$318,343	\$450,238	\$0	\$217,956
10	2023-24	-\$1,456,466	\$1,538,225	\$0	\$0	\$0	-\$301,423	\$427,251	\$0	\$207,588
11	2024-25	\$0	\$1,456,467	\$0	\$0	\$0	\$0	\$1,255,027	\$0	\$2,711,494
12	2025-26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	2026-27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	2027-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	2028-29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

Table 5 - Estimated Financial Impact of the APEX Wind Energy Holdings, LLC Project Property Value Limitation Request Submitted to LFCISD at \$1.17 M&O Tax Rate

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	Tax Credits for First Two Years Above Limit	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits
Pre-Year 1	2013-14	\$0	\$0	\$0	\$1.170	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2014-15	\$0	\$0	\$0	\$1.170	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	2015-16	\$241,546,546	\$241,546,546	\$0	\$1.170	\$2,826,095	\$2,826,095	\$0	\$0	\$0	\$0	\$0
3	2016-17	\$229,469,219	\$10,000,000	\$219,469,219	\$1.170	\$2,684,790	\$117,000	\$2,567,790	\$0	\$2,567,790	-\$3,626,742	-\$1,058,952
4	2017-18	\$217,995,758	\$10,000,000	\$207,995,758	\$1.170	\$2,550,550	\$117,000	\$2,433,550	\$80,300	\$2,513,850	\$0	\$2,513,850
5	2018-19	\$207,095,970	\$10,000,000	\$197,095,970	\$1.170	\$2,423,023	\$117,000	\$2,306,023	\$79,210	\$2,385,232	\$0	\$2,385,232
6	2019-20	\$196,741,171	\$10,000,000	\$186,741,171	\$1.170	\$2,301,872	\$117,000	\$2,184,872	\$78,174	\$2,263,046	\$0	\$2,263,046
7	2020-21	\$186,904,113	\$10,000,000	\$176,904,113	\$1.170	\$2,186,778	\$117,000	\$2,069,778	\$77,190	\$2,146,969	\$0	\$2,146,969
8	2021-22	\$177,558,907	\$10,000,000	\$167,558,907	\$1.170	\$2,077,439	\$117,000	\$1,960,439	\$76,256	\$2,036,695	\$0	\$2,036,695
9	2022-23	\$168,680,961	\$10,000,000	\$158,680,961	\$1.170	\$1,973,567	\$117,000	\$1,856,567	\$75,368	\$1,931,935	\$0	\$1,931,935
10	2023-24	\$160,246,913	\$10,000,000	\$150,246,913	\$1.170	\$1,874,889	\$117,000	\$1,757,889	\$74,525	\$1,832,414	\$0	\$1,832,414
11	2024-25	\$152,234,568	\$152,234,568	\$0	\$1.170	\$1,781,144	\$1,781,144	\$0	\$1,811,591	\$1,811,591	\$0	\$1,811,591
12	2025-26	\$144,622,840	\$144,622,840	\$0	\$1.170	\$1,692,087	\$1,692,087	\$0	\$356,481	\$356,481	\$0	\$356,481
13	2026-27	\$137,391,698	\$137,391,698	\$0	\$1.170	\$1,607,483	\$1,607,483	\$0	\$0	\$0	\$0	\$0
14	2027-28	\$130,522,113	\$130,522,113	\$0	\$1.170	\$1,527,109	\$1,527,109	\$0	\$0	\$0	\$0	\$0
15	2028-29	\$123,996,007	\$123,996,007	\$0	\$1.170	\$1,450,753	\$1,450,753	\$0	\$0	\$0	\$0	\$0
						\$28,957,579	\$11,820,671	\$17,136,908	\$2,709,095	\$19,846,003	-\$3,626,742	\$16,219,261

Tax Credit for Value Over Limit in First 2 Years

	Year 1	Year 2	Max Credits
	\$0	\$2,709,095	\$2,709,095
Credits Earned			\$2,709,095
Credits Paid			\$2,709,095
Excess Credits Unpaid			\$0

***Note:** School District Revenue-Loss estimates are subject to change based on numerous factors, including legislative and Texas Education Agency administrative changes to school finance formulas, year-to-year appraisals of project values, and changes in school district tax rates. One of the most substantial changes to the school finance formulas related to Chapter 313 revenue-loss projections could be the treatment of Additional State Aid for Tax Reduction (ASATR). Legislative intent is to end ASATR in 2017-18 school year. Additional information on the assumptions used in preparing these estimates is provided in the narrative of this Report.

Attachment 3

Cameron County

Population

- Total county population in 2010 for Cameron County: 402,431 , up 1.8 percent from 2009. State population increased 1.8 percent in the same time period.
- Cameron County was the state's 13rd largest county in population in 2010 and the 43rd fastest growing county from 2009 to 2010.
- Cameron County's population in 2009 was 12.1 percent Anglo (below the state average of 46.7 percent), 0.4 percent African-American (below the state average of 11.3 percent) and 86.6 percent Hispanic (above the state average of 36.9 percent).
- 2009 population of the largest cities and places in Cameron County:

Brownsville:	176,859	Harlingen:	65,289
San Benito:	25,365	La Feria:	7,133
Los Fresnos:	5,603	Port Isabel:	5,318
Primera:	4,268	Laguna Vista:	4,039
Santa Rosa:	3,155	Combes:	2,921

Economy and Income

Employment

- September 2011 total employment in Cameron County: 140,427 , down 0.3 percent from September 2010. State total employment increased 0.9 percent during the same period.
(October 2011 employment data will be available November 18, 2011).
- September 2011 Cameron County unemployment rate: 12.9 percent, up from 11.5 percent in September 2010. The statewide unemployment rate for September 2011 was 8.5 percent, up from 8.2 percent in September 2010.
- September 2011 unemployment rate in the city of:

Brownsville:	12.4 percent, up from 11.7 percent in September 2010.
Harlingen:	11.1 percent, up from 8.8 percent in September 2010.
San Benito:	11.7 percent, up from 10.2 percent in September 2010.

(Note: County and state unemployment rates are adjusted for seasonal fluctuations, but the Texas Workforce Commission city unemployment rates are not. Seasonally-adjusted unemployment rates are not comparable with unadjusted rates).

Income

- Cameron County's ranking in per capita personal income in 2009: 248th with an average per capita income of \$22,388, up 1.3 percent from 2008. Statewide average per capita personal income was \$38,609 in 2009, down 3.1 percent from 2008.

Industry

- Agricultural cash values in Cameron County averaged \$144.75 million annually from 2007 to 2010. County total agricultural values in 2010 were up 106.1 percent from 2009. Major agriculture related commodities in Cameron County during 2010 included:
 - Corn
 - Grapefruit
 - Sugar Cane
 - Sorghum
 - Nursery
- 2011 oil and gas production in Cameron County: 237.0 barrels of oil and 195,493.0 Mcf of gas. In September 2011, there were 1 producing oil wells and 2 producing gas wells.

Taxes

Sales Tax - Taxable Sales

(County and city taxable sales data for 1st quarter 2011 is currently targeted for release in mid-September 2011).

Quarterly (September 2010 through December 2010)

- Taxable sales in Cameron County during the fourth quarter 2010: \$671.70 million, up 3.2 percent from the same quarter in 2009.
- Taxable sales during the fourth quarter 2010 in the city of:

Brownsville:	\$360.97 million, up 2.6 percent from the same quarter in 2009.
Harlingen:	\$202.61 million, up 2.6 percent from the same quarter in 2009.
San Benito:	\$40.16 million, up 8.9 percent from the same quarter in 2009.
La Feria:	\$7.61 million, up 8.7 percent from the same quarter in 2009.
Los Fresnos:	\$3.81 million, up 12.5 percent from the same quarter in 2009.
Port Isabel:	\$16.53 million, up 2.5 percent from the same quarter in 2009.
Primera:	\$1.15 million, down 21.2 percent from the same quarter in 2009.
Laguna Vista:	\$733,742.00, down 5.6 percent from the same quarter in 2009.
Santa Rosa:	\$2.20 million, up 26.3 percent from the same quarter in 2009.
Combes:	\$1.03 million, up 6.7 percent from the same quarter in 2009.
South Padre Island:	\$11.42 million, up 5.1 percent from the same quarter in 2009.
Rio Hondo:	\$1.38 million, down 0.2 percent from the same quarter in 2009.

Rancho Viejo:	\$740,298.00, up 2.2 percent from the same quarter in 2009.
Palm Valley:	\$677,906.00, up 7.7 percent from the same quarter in 2009.
Los Indios:	\$449,726.00, down 32.3 percent from the same quarter in 2009.
Bayview:	\$28,506.00, up 10.5 percent from the same quarter in 2009.

Taxable Sales through the end of 4th quarter 2010 (January 2010 through December 30, 2010)

- Taxable sales in Cameron County through the fourth quarter of 2010: \$2.56 billion, up 0.1 percent from the same period in 2009.
- Taxable sales through the fourth quarter of 2010 in the city of:

Brownsville:	\$1.33 billion, up 1.1 percent from the same period in 2009.
Harlingen:	\$761.99 million, down 0.6 percent from the same period in 2009.
San Benito:	\$149.34 million, up 0.3 percent from the same period in 2009.
La Feria:	\$30.16 million, up 0.3 percent from the same period in 2009.
Los Fresnos:	\$15.21 million, up 1.1 percent from the same period in 2009.
Port Isabel:	\$80.54 million, down 4.0 percent from the same period in 2009.
Primera:	\$3.36 million, down 16.0 percent from the same period in 2009.
Laguna Vista:	\$3.25 million, up 0.1 percent from the same period in 2009.
Santa Rosa:	\$7.82 million, up 15.0 percent from the same period in 2009.
Combes:	\$3.96 million, up 1.2 percent from the same period in 2009.
South Padre Island:	\$89.76 million, down 1.2 percent from the same period in 2009.
Rio Hondo:	\$5.43 million, down 2.4 percent from the same period in 2009.
Rancho Viejo:	\$2.43 million, down 12.2 percent from the same period in 2009.
Palm Valley:	\$2.46 million, up 13.0 percent from the same period in 2009.
Los Indios:	\$1.84 million, down 33.0 percent from the same period in 2009.
Bayview:	\$99,117.00, up 21.7 percent from the same period in 2009.

Annual (2010)

- Taxable sales in Cameron County during 2010: \$2.56 billion, up 0.1 percent from 2009.
- Cameron County sent an estimated \$160.16 million (or 0.94 percent of Texas' taxable sales) in state sales taxes to the state treasury in 2010.
- Taxable sales during 2010 in the city of:

Brownsville:	\$1.33 billion, up 1.1 percent from 2009.
Harlingen:	\$761.99 million, down 0.6 percent from 2009.
San Benito:	\$149.34 million, up 0.3 percent from 2009.
La Feria:	\$30.16 million, up 0.3 percent from 2009.
Los Fresnos:	\$15.21 million, up 1.1 percent from 2009.
Port Isabel:	\$80.54 million, down 4.0 percent from 2009.
Primera:	\$3.36 million, down 16.0 percent from 2009.
Laguna Vista:	\$3.25 million, up 0.1 percent from 2009.
Santa Rosa:	\$7.82 million, up 15.0 percent from 2009.
Combes:	\$3.96 million, up 1.2 percent from 2009.
South Padre Island:	\$89.76 million, down 1.2 percent from 2009.
Rlo Hondo:	\$5.43 million, down 2.4 percent from 2009.
Rancho Viejo:	\$2.43 million, down 12.2 percent from 2009.
Palm Valley:	\$2.46 million, up 13.0 percent from 2009.
Los Indios:	\$1.84 million, down 33.0 percent from 2009.
Bayview:	\$99,117.00, up 21.7 percent from 2009.

Sales Tax – Local Sales Tax Allocations

(The release date for sales tax allocations to cities for the sales activity month of September 2011 is currently scheduled for November 9, 2011.)

Monthly

- Statewide payments based on the sales activity month of August 2011: \$505.22 million, up 13.9 percent from August 2010.
- Payments to all cities in Cameron County based on the sales activity month of August 2011: \$5.08 million, up 8.7 percent from August 2010.
- Payment based on the sales activity month of August 2011 to the city of:

Brownsville:	\$2.61 million, up 10.2 percent from August 2010.
Harlingen:	\$1.52 million, up 8.0 percent from August 2010.
San Benito:	\$309,720.15, up 4.9 percent from August 2010.

La Feria:	\$79,407.36, up 20.9 percent from August 2010.
Los Fresnos:	\$48,699.70, up 13.5 percent from August 2010.
Port Isabel:	\$185,541.29, up 11.8 percent from August 2010.
Primera:	\$9,025.51, up 4.2 percent from August 2010.
Laguna Vista:	\$14,480.33, up 61.0 percent from August 2010.
Santa Rosa:	\$4,929.92, down 11.3 percent from August 2010.
Combes:	\$9,399.49, up 18.1 percent from August 2010.
South Padre Island:	\$268,233.01, down 1.2 percent from August 2010.
Rio Hondo:	\$15,214.15, down 3.6 percent from August 2010.
Rancho Viejo:	\$3,636.95, up 1.8 percent from August 2010.
Palm Valley:	\$1,990.16, down 38.4 percent from August 2010.
Los Indios:	\$3,221.16, up 2.9 percent from August 2010.
Bayview:	\$388.54, down 11.2 percent from August 2010.

Fiscal Year

- Statewide payments based on sales activity months from September 2010 through August 2011: \$6.08 billion, up 8.0 percent from the same period in 2010.
- Payments to all cities in Cameron County based on sales activity months from September 2010 through August 2011: \$60.72 million, up 4.2 percent from fiscal 2010.
- Payments based on sales activity months from September 2010 through August 2011 to the city of:

Brownsville:	\$31.86 million, up 4.7 percent from fiscal 2010.
Harlingen:	\$18.58 million, up 2.8 percent from fiscal 2010.
San Benito:	\$3.70 million, up 5.8 percent from fiscal 2010.
La Feria:	\$928,906.59, up 5.4 percent from fiscal 2010.
Los Fresnos:	\$501,855.08, up 8.0 percent from fiscal 2010.
Port Isabel:	\$1.89 million, up 3.4 percent from fiscal 2010.
Primera:	\$106,299.62, down 6.9 percent from fiscal 2010.
Laguna Vista:	\$133,013.69, up 18.3 percent from fiscal 2010.
Santa Rosa:	\$62,633.30, up 12.5 percent from fiscal 2010.
Combes:	\$95,026.90, up 17.7 percent from fiscal 2010.
South Padre Island:	\$2.51 million, up 5.8 percent from fiscal 2010.
Rio Hondo:	\$192,488.99, up 4.4 percent from fiscal 2010.
Rancho Viejo:	\$51,702.62, up 14.0 percent from fiscal 2010.
Palm Valley:	\$48,966.98, up 11.3 percent from fiscal 2010.
Los Indios:	\$37,581.59, down 12.2 percent from fiscal 2010.
Bayview:	\$12,785.17, up 156.9 percent from fiscal 2010.

January 2011 through August 2011 (Sales Activity Year-To-Date)

- Statewide payments based on sales activity months through August 2011: \$3.99 billion, up 8.3 percent from the same period in 2010.
 - Payments to all cities in Cameron County based on sales activity months through August 2011: \$40.00 million, up 4.4 percent from the same period in 2010.
 - Payments based on sales activity months through August 2011 to the city of:
- | | |
|---------------------|---|
| Brownsville: | \$20.79 million, up 5.3 percent from the same period in 2010. |
| Harlingen: | \$12.07 million, up 2.6 percent from the same period in 2010. |
| San Benito: | \$2.40 million, up 2.6 percent from the same period in 2010. |
| La Feria: | \$618,438.79, up 7.2 percent from the same period in 2010. |
| Los Fresnos: | \$342,693.16, up 10.3 percent from the same period in 2010. |
| Port Isabel: | \$1.33 million, up 2.2 percent from the same period in 2010. |
| Primera: | \$69,611.12, up 4.6 percent from the same period in 2010. |
| Laguna Vista: | \$98,020.59, up 34.2 percent from the same period in 2010. |
| Santa Rosa: | \$39,101.12, up 4.2 percent from the same period in 2010. |
| Combes: | \$64,931.88, up 22.8 percent from the same period in 2010. |
| South Padre Island: | \$1.95 million, up 6.6 percent from the same period in 2010. |
| Rio Hondo: | \$128,349.87, up 4.9 percent from the same period in 2010. |
| Rancho Viejo: | \$33,722.67, up 14.3 percent from the same period in 2010. |
| Palm Valley: | \$34,209.62, up 19.1 percent from the same period in 2010. |
| Los Indios: | \$24,992.22, down 5.6 percent from the same period in 2010. |

Bayview: \$10,782.94, up 220.4 percent from the same period in 2010.

12 months ending in August 2011

- Statewide payments based on sales activity in the 12 months ending in August 2011: \$6.08 billion, up 8.0 percent from the previous 12-month period.
- Payments to all cities in Cameron County based on sales activity in the 12 months ending in August 2011: \$60.72 million, up 4.2 percent from the previous 12-month period.
- Payments based on sales activity in the 12 months ending in August 2011 to the city of:

Brownsville:	\$31.86 million, up 4.7 percent from the previous 12-month period.
Harlingen:	\$18.58 million, up 2.8 percent from the previous 12-month period.
San Benito:	\$3.70 million, up 5.8 percent from the previous 12-month period.
La Feria:	\$928,906.59, up 5.4 percent from the previous 12-month period.
Los Fresnos:	\$501,855.08, up 8.0 percent from the previous 12-month period.
Port Isabel:	\$1.89 million, up 3.4 percent from the previous 12-month period.
Primera:	\$106,299.62, down 6.9 percent from the previous 12-month period.
Laguna Vista:	\$133,013.69, up 18.3 percent from the previous 12-month period.
Santa Rosa:	\$62,633.30, up 12.5 percent from the previous 12-month period.
Combes:	\$95,026.90, up 17.7 percent from the previous 12-month period.
South Padre Island:	\$2.51 million, up 5.8 percent from the previous 12-month period.
Rio Hondo:	\$192,488.99, up 4.4 percent from the previous 12-month period.
Rancho Viejo:	\$51,702.62, up 14.0 percent from the previous 12-month period.
Palm Valley:	\$48,966.98, up 11.3 percent from the previous 12-month period.
Los Indios:	\$37,581.59, down 12.2 percent from the previous 12-month period.
Bayview:	\$12,785.17, up 156.9 percent from the previous 12-month period.

■ *City Calendar Year-To-Date (RJ 2011)*

- Payment to the cities from January 2011 through October 2011:

Brownsville:	\$26.90 million, up 4.6 percent from the same period in 2010.
Harlingen:	\$15.53 million, up 2.9 percent from the same period in 2010.
San Benito:	\$3.09 million, up 5.0 percent from the same period in 2010.
La Feria:	\$776,404.87, up 6.4 percent from the same period in 2010.
Los Fresnos:	\$419,472.69, up 9.5 percent from the same period in 2010.
Port Isabel:	\$1.61 million, up 3.0 percent from the same period in 2010.
Primera:	\$90,275.47, down 3.8 percent from the same period in 2010.
Laguna Vista:	\$114,074.94, up 21.9 percent from the same period in 2010.
Santa Rosa:	\$52,257.93, up 12.9 percent from the same period in 2010.
Combes:	\$82,315.48, up 21.5 percent from the same period in 2010.
South Padre Island:	\$2.18 million, up 5.7 percent from the same period in 2010.
Rio Hondo:	\$159,831.32, up 3.5 percent from the same period in 2010.
Rancho Viejo:	\$43,897.96, up 16.6 percent from the same period in 2010.
Palm Valley:	\$41,593.84, up 12.5 percent from the same period in 2010.
Los Indios:	\$31,139.25, down 11.0 percent from the same period in 2010.
Bayview:	\$11,687.22, up 183.1 percent from the same period in 2010.

Annual (2010)

- Statewide payments based on sales activity months in 2010: \$5.77 billion, up 3.3 percent from 2009.
- Payments to all cities in Cameron County based on sales activity months in 2010: \$59.02 million, down 0.9 percent from 2009.
- Payment based on sales activity months in 2010 to the city of:

Brownsville:	\$30.81 million, up 0.4 percent from 2009.
Harlingen:	\$18.27 million, down 2.3 percent from 2009.
San Benito:	\$3.64 million, up 2.2 percent from 2009.
La Feria:	\$887,559.62, up 1.9 percent from 2009.
Los Fresnos:	\$469,941.88, down 5.9 percent from 2009.
Port Isabel:	\$1.86 million, down 5.1 percent from 2009.
Primera:	\$103,242.20, down 16.4 percent from 2009.
Laguna Vista:	\$108,057.96, down 5.3 percent from 2009.
Santa Rosa:	\$61,068.19, down 3.1 percent from 2009.

Combes:	\$82,981.62, up 3.2 percent from 2009.
South Padre Island:	\$2.39 million, down 6.2 percent from 2009.
Rio Hondo:	\$186,437.82, down 4.0 percent from 2009.
Rancho Viejo:	\$47,472.91, down 5.1 percent from 2009.
Palm Valley:	\$43,489.41, up 5.4 percent from 2009.
Los Indios:	\$39,050.30, down 20.5 percent from 2009.
Bayview:	\$5,367.86, up 3.4 percent from 2009.

Property Tax

- As of January 2009, property values in Cameron County: \$16.77 billion, up 0.2 percent from January 2008 values. The property tax base per person in Cameron County is \$42,300, below the statewide average of \$85,809. A negligible 0.0 percent of the property tax base is derived from oil, gas and minerals.

State Expenditures

- Cameron County's ranking in state expenditures by county in fiscal year 2010: 8th. State expenditures in the county for FY2010: \$1.82 billion, unchanged 0.0 percent from FY2009.
- In Cameron County, 32 state agencies provide a total of 4,466 jobs and \$38.53 million in annualized wages (as of 1st quarter 2011).
- Major state agencies in the county (as of first quarter 2011):
 - University of Texas
 - Department of State Health Services (Rio Grande State Center)
 - Department of Family and Protective Services
 - Texas State Technical College
 - Health & Human Services Commission

Higher Education

- Community colleges in Cameron County fall 2010 enrollment:
 - Texas Southmost College, a Public Community College, had 11,043 students.
- Cameron County is in the service area of the following:
 - Texas Southmost College with a fall 2010 enrollment of 11,043. Counties in the service area include:
Cameron County
Willacy County
- Institutions of higher education in Cameron County fall 2010 enrollment:
 - The University of Texas at Brownsville, a Public University (part of The University of Texas System), had 6,855 students.
 - Texas State Technical College-Harlingen, a Public Technical College (part of Texas State Technical College), had 5,779 students.

School Districts

- Cameron County had 10 school districts with 149 schools and 101,277 students in the 2009-10 school year.
(Statewide, the average teacher salary in school year 2009-10 was \$48,263. The percentage of students, statewide, meeting the 2010 TAKS passing standard for all 2009-10 TAKS tests was 77 percent.)
 - Brownsville ISD had 49,080 students in the 2009-10 school year. The average teacher salary was \$48,412. The percentage of students meeting the 2010 TAKS passing standard for all tests was 74 percent.
 - Harlingen CISD had 18,142 students in the 2009-10 school year. The average teacher salary was \$47,997. The percentage of students meeting the 2010 TAKS passing standard for all tests was 72 percent.
 - La Feria ISD had 3,447 students in the 2009-10 school year. The average teacher salary was \$47,075. The percentage of students meeting the 2010 TAKS passing standard for all tests was 71 percent.
 - Los Fresnos CISD had 9,721 students in the 2009-10 school year. The average teacher salary was \$46,326. The percentage of students meeting the 2010 TAKS passing standard for all tests was 84 percent.
 - Point Isabel ISD had 2,525 students in the 2009-10 school year. The average teacher salary was \$46,318. The percentage of students meeting the 2010 TAKS passing standard for all tests was 73 percent.
 - Rio Hondo ISD had 2,309 students in the 2009-10 school year. The average teacher salary was \$47,139. The percentage of students meeting the 2010 TAKS passing standard for all tests was 63 percent.
 - San Benito CISD had 11,193 students in the 2009-10 school year. The average teacher salary was \$46,103. The percentage of students meeting the 2010 TAKS passing standard for all tests was 69 percent.
 - Santa Maria ISD had 666 students in the 2009-10 school year. The average teacher salary was \$42,063. The percentage of students meeting the 2010 TAKS passing standard for all tests was 54 percent.

Monday, November 18, 2013

- Santa Rosa ISD had 1,172 students in the 2009-10 school year. The average teacher salary was \$44,891. The percentage of students meeting the 2010 TAKS passing standard for all tests was 72 percent.
- South Texas ISD had 3,022 students in the 2009-10 school year. The average teacher salary was \$52,516. The percentage of students meeting the 2010 TAKS passing standard for all tests was 90 percent.

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE
OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

by and between

LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

and

CAMERON WIND I, LLC

Texas Taxpayer No. 12632821620

Dated

December 9, 2013

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

STATE OF TEXAS §

COUNTY OF CAMERON §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES (this “Agreement”) is executed and delivered by and between the **LOS FRESNOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created independent school district within the State of Texas operating under and subject to the Texas Education Code, and **CAMERON WIND I, LLC**, Texas Taxpayer Identification Number 12632821620, and its successors and assigns, hereinafter referred to as the “Applicant”. The Applicant and the District are each hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”. Certain capitalized and other terms used in this Agreement shall have the meanings ascribed to them in Section 1.3.

RECITALS

WHEREAS, on or about July 8, 2013 the Superintendent of Schools of the District (the “Superintendent”), acting as agent of the Board of Trustees of the District (the “Board of Trustees”), received from Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, on July 8, 2013, the Board of Trustees authorized the Superintendent to accept, on behalf of the District, the Application from Applicant, and on July 8, 2013, the Superintendent acknowledged receipt of a completed Application and the requisite application fee as established by the District pursuant to Texas Tax Code § 313.025(a)(1) and District Policy CCG (LOCAL); and,

WHEREAS, the Application was delivered to the office of the Texas Comptroller of Public Accounts (hereinafter referred to as the “Comptroller”) for review pursuant to Texas Tax Code § 313.025(d); and,

WHEREAS, pursuant to Comptroller’s Rule § 9.1054, the Application was delivered for review to the Cameron County Appraisal District (the “Appraisal District”); and,

WHEREAS, pursuant to Comptroller’s Rule § 9.1055(b)(3), on August 22, 2013, the Comptroller issued written notice to the District and Applicant that the Application was complete; and,

WHEREAS, the Comptroller reviewed the Application pursuant to Texas Tax Code § 313.025(d), and on November 19, 2013, the Comptroller’s Office, via letter, recommended that the Application be approved; and,

WHEREAS, the Comptroller conducted an economic impact evaluation pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, the Board of Trustees has reviewed the economic impact evaluation pursuant to Texas Tax Code § 313.026 and has carefully considered the Comptroller’s positive recommendation for the project; and,

WHEREAS, on December 5, 2013, the District received written notification, pursuant to Comptroller’s Rule § 9.1055(e)(2)(A) that the Comptroller reviewed this Agreement, and reaffirmed the recommendation previously made on November 19, 2013 that the Application be approved; and,

WHEREAS, on December 9, 2013 the Board of Trustees held a meeting to consider action on the Application; and,

WHEREAS, on December 9, 2013, the Board of Trustees made factual findings pursuant to Texas Tax Code § 313.025(f), including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) this Agreement is in the best interest of the District and the State of Texas; (iii) the Applicant is eligible for the limitation on appraised value of the Applicant’s Qualified Property; and, (iv) each criterion referenced in Texas Tax Code § 313.025(e) has been met; and,

WHEREAS, on December 9, 2013, the Board of Trustees determined that the Limitation on Appraised Value requested by Applicant, as defined in Section 2.6, below, is consistent with the minimum values set out by Texas Tax Code, §§ 313.022(b) and 313.052, as such Limitation on Appraised Value was computed as of the date of this Agreement; and,

WHEREAS, on December 9, 2013, the Board of Trustees approved the form of this Agreement for a limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary of the Board of Trustees to execute and deliver such Agreement to the Applicant;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I

AUTHORITY, TERM, DEFINITIONS, AND GENERAL PROVISIONS

Section 1.1 Authority

This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Texas Tax Code §§ 313.027 and 313.051.

Section 1.2 Term of the Agreement

This Agreement shall commence and first become effective on the Commencement Date, as defined in Section 1.3, below.

The period beginning with the Commencement Date and ending on December 31, 2015 is referred to herein as the “Qualifying Time Period.” For the avoidance of doubt, the Limitation on Appraised Value described in Section 2.6 shall not begin until January 1, 2016 and shall not apply during the Qualifying Time Period.

Unless sooner terminated as provided herein, the Limitation on Appraised Value shall terminate on December 31, 2023. Except as otherwise provided herein, this Agreement will terminate in full on the Final Termination Date. The termination of this Agreement shall not (i) release any obligations, liabilities, rights and remedies arising out of any breach of, or failure to comply with, this Agreement occurring prior to such termination, or (ii) affect the right of a Party to enforce the payment of any amount, including any Tax Credit, to which such Party was entitled before such termination or to which such Party became entitled as a result of an event that occurred before such termination.

Except as otherwise provided herein, the Tax Years for which this Agreement is effective are as set forth below, and set forth opposite each such Tax Year are the corresponding year in the term of this Agreement, the date of the Appraised Value determination for such Tax Year, and a summary description of certain provisions of this Agreement corresponding to such Tax Year (it being understood and agreed that such summary descriptions are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement):

Full Tax Year of Agreement	Date of Appraised Value Determination	School Year	Tax Year	Summary Description of Provisions
Partial Year (Commencement Date through December 31, 2013)	January 1, 2013	2013-14	2013	Start of Qualifying Time Period beginning with Commencement Date. No limitation on value.
1	January 1, 2014	2014-15	2014	Qualifying Time Period. No limitation on value. Possible tax credit in future years.
2	January 1, 2015	2015-16	2015	Qualifying Time Period. No limitation on value. Possible tax credit in future years.
3	January 1, 2016	2016-17	2016	\$ 10 million property value limitation.
4	January 1, 2017	2017-18	2017	\$ 10 million property value limitation. Possible tax credit due to Applicant.
5	January 1, 2018	2018-19	2018	\$ 10 million property value limitation. Possible tax credit due to Applicant.

Full Tax Year of Agreement	Date of Appraised Value Determination	School Year	Tax Year	Summary Description of Provisions
6	January 1, 2019	2019-20	2019	\$ 10 million property value limitation. Possible tax credit due to Applicant.
7	January 1, 2020	2020-21	2020	\$ 10 million property value limitation. Possible tax credit due to Applicant.
8	January 1, 2021	2021-22	2021	\$ 10 million property value limitation. Possible tax credit due to Applicant.
9	January 1, 2022	2022-23	2022	\$ 10 million property value limitation. Possible tax credit due to Applicant.
10	January 1, 2023	2023-24	2023	\$ 10 million property value limitation. Possible tax credit due to Applicant.
11	January 1, 2024	2024-25	2024	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
12	January 1, 2025	2025-26	2025	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
13	January 1, 2026	2026-27	2026	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.

Section 1.3 Definitions

Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning, to-wit:

“*Act*” means the Texas Economic Development Act set forth in Chapter 313 of the Texas Tax Code, as amended as it existed on the date of this Agreement.

“*Affiliate*” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition “control” when used with respect to any person or entity means (i) the ownership, directly or indirectly, or fifty percent (50%) or more of the voting securities of such person or

entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise.

“Affiliated Group” means a group of one or more entities in which a controlling interest is owned by a common owner or owners, either corporate or non-corporate, or by one or more of the member entities.

“Aggregate Limit” means, for any Tax Year during the term of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and for all previous Tax Years during the course of this Agreement, less any amounts paid by the Applicant to or on behalf of the District under Article IV.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented from time to time in accordance with Section 8.3.

“Annual Limit” means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Texas Tax Code § 313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated, pursuant to Texas Education Code § 42.005, by multiplying the District’s average daily attendance for that year times \$100, or any larger amount allowed by Texas Tax Code § 313.027(i), if such limit amount is increased for any future year of this Agreement.

“Applicable School Finance Law” means Chapters 41 and 42 of the Texas Education Code, the Texas Economic Development Act (Chapter 313 of the Texas Tax Code), Chapter 403, Subchapter M, of the Texas Government Code applicable to the District, and the Constitution and general laws of the State applicable to the independent school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of the Applicant’s ad valorem tax obligation to the District, either with or without the limitation of property values made pursuant to this Agreement.

“Application” means the Original Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, of the Texas Tax Code) filed with the District by the Applicant on or about July 8, 2013, which has been certified by the Comptroller’s office to collectively constitute a complete final Application as of the date of August 22, 2013. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by Applicant for the purpose of obtaining this Agreement with the District. The term also includes all amendments and supplements thereto submitted by Applicant.

“Application Date” shall mean August 22, 2013, the date on which, pursuant to Comptroller’s Rule § 9.1055(b)(3), the Comptroller issued written notice to the District and Applicant that the Application was complete.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

“Commencement Date” means January 2, 2014, the date upon which the Parties agree that the Qualifying Time Period shall begin. This Agreement provides for a deferral of the commencement of the Qualifying Time Period pursuant to Tax Code § 313.027(h).

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth at Chapter 34 Texas Administrative Code, Chapter 9, Subchapter D, together with any court or administrative decisions interpreting same.

“County” means Cameron County, Texas.

“District” or “School District” means the Los Fresnos Consolidated Independent School District, being a duly authorized and operating independent school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means December 31, 2026, except for any final payment obligations hereunder.

“Force Majeure” means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the Applicant, the Applicant’s Qualified Property, or the Applicant’s Qualified Investment, or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Applicant’s Qualified Property or the Applicant’s Qualified Investment; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained this Agreement shall require the Applicant to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of the Applicant to ship or failure of carriers to transport electricity from the Applicant’s facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Applicant has no reasonable control and which forbids or prevents performance.

“Land” shall have the meaning assigned to such term in Section 2.2.

“Maintain Viable Presence” means after the development and construction of the project described in the Application and in the description of the Applicant’s Qualified Investment/Qualified Property as set forth in Section 2.3, below, (i) the operation over the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the maintenance of at least the number of New Jobs required by Chapter 313 of the Texas Tax Code from the time they are created until the Final Termination Date; and (iii) the maintenance of at least the number of Qualifying Jobs set forth in the Application from the time they are created until the Final Termination Date.

“Maintenance and Operations Revenue” or “M&O Revenue” means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Texas Education Code § 45.002 and Article VII § 3 of the Texas Constitution, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the Texas Education Code or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the Texas Education Code.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the Texas Tax Code.

“New Jobs” means “new jobs” as defined by Comptroller’s Rule § 9.1051(14)(C).

“Qualified Investment” has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller’s Rules, as these provisions existed on the date of this Agreement, and applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller’s Rules.

“Qualifying Jobs” means New Jobs created by Applicant which meet the requirements of Texas Tax Code §§ 313.021(3) and 313.051(b).

“Qualified Property” has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the date of this Agreement, and applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller’s Rules.

“State” means the State of Texas.

“Tax Credit” means the tax credit, either to be paid by the District to the Applicant, or to be applied against any taxes that the District imposes on the Applicant’s Qualified Property, as computed under the provisions of Subchapter D of the Act, and rules adopted by the Comptroller and/or the Texas Education Agency, provided that the Applicant complies with the requirements

under such provisions, including the timely filing of a completed application under Texas Tax Code § 313.103 and the duly adopted administrative rules relating thereto.

“Tax Year” shall have the meaning assigned to such term in Section 1.04(13) of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code.

“Texas Education Agency Rules” means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313, Texas Tax Code, together with any court or administrative decisions interpreting same.

ARTICLE II

PROPERTY DESCRIPTION

Section 2.1 Location Within a Qualified Reinvestment or Enterprise Zone

The Applicant’s Qualified Property and Qualified Investment will be located within an area designated as a reinvestment zone under Chapter 312 of the Texas Tax Code. The legal description of the reinvestment zone is attached to this Agreement as Exhibit 1 and is incorporated herein by reference for all purposes.

Section 2.2 Location of Qualified Property and Qualified Investment

Applicant’s Qualified Property will include and be located on, and Applicant’s Qualified Investment will be located on, Land described in the legal description that is attached to this Agreement as Exhibit 2 and is incorporated herein by reference for all purposes. The Parties agree that the boundaries of the Land may not be materially changed from the configuration described in Exhibit 2 without each Party’s express authorization.

Section 2.3 Description of Qualified Investment and Qualified Property

The Qualified Investment and/or Qualified Property that is subject to the Limitation on Appraised Value is described in Exhibit 3, which is attached hereto and incorporated herein by reference for all purposes. The Applicant’s Qualified Investment shall be that property described in Exhibit 3 that is placed in service under the terms of the Application during the Qualifying Time Period. The Applicant’s Qualified Property shall be all property described in Exhibit 3, including, but not limited to, the Applicant’s Qualified Investment, which: (1) is owned by the Applicant; (2) is first placed in service after the Application Date; and (3) is used in connection with the activities described in the Application. Property which is not specifically described in Exhibit 3 shall not be considered by the District or the Appraisal District to be part of the Applicant’s Qualified Investment or the Applicant’s Qualified Property for purposes of this Agreement, unless pursuant to Texas Tax Code § 313.027(e) and Section 8.3 of this Agreement, the Board of Trustees, by official action, provides that such other property is a part of the Applicant’s Qualified Property or Qualified Investment for purposes of this Agreement.

Property owned by the Applicant which is not described on Exhibit 3 may not be considered to be Qualified Property unless the Applicant:

- (i) submits to the District and the Comptroller a written request to add such property to this Agreement, which request shall include a specific description of the additional property to which the Applicant requests that the Limitation on Appraised Value apply;
- (ii) notifies the District and the Comptroller of any other changes to the information that was provided in the Application approved by the District; and,
- (iii) provides any additional information reasonably requested by the District or the Comptroller that is necessary to re-evaluate the economic impact analysis for the new or changed conditions.

Section 2.4 Applicant’s Obligations to Provide Current Inventory of Qualified Property

At the end of the Qualifying Time Period, or at any other time when there is a material change in the Applicant’s Qualified Property located on the Land, or upon a reasonable request by the District, the Comptroller, or the Appraisal District, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a specific and detailed description of the tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) comprising the Applicant’s Qualified Property to which the Limitation on Appraised Value applies, including maps or surveys of sufficient detail and description to locate all such described property within the boundaries of the real property which is subject to this Agreement.

Section 2.5 Qualifying Use

Applicant will use the Applicant’s Qualified Investment and Applicant’s Qualified Property described above in Section 2.3 as a renewable energy generation facility. As such, such property will qualify for a Limitation on Appraised Value under Texas Tax Code § 313.024(b)(1).

Section 2.6 Limitation on Appraised Value

So long as the Applicant makes a Qualified Investment in the amount of Ten Million Dollars (\$10,000,000.00), or greater, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, for each of the following eight (8) Tax Years—2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023—the Appraised Value of the Applicant’s Qualified Property for the District’s maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- (i) the Market Value of the Applicant’s Qualified Property; or
- (ii) Ten Million Dollars (\$10,000,000.00).

This "Limitation on Appraised Value" is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code § 313.052.

ARTICLE III

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 3.1 Intent of the Parties

Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Texas Tax Code § 313.027(f)(1), be compensated by the Applicant for any loss that the District incurs in its Maintenance and Operations Revenue as a result of, or on account of, the Parties' entering into this Agreement. Such compensation shall be independent of, and in addition to, all such other payments as are set forth in Article IV. Subject only to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the risk of any negative financial consequence to the District as a result of Applicant's location of Applicant's Qualified Investment and Applicant's Qualified Property in the District and the Parties' entering into this Agreement will be borne by the Applicant and not by the District, and paid by the Applicant to the District in addition to any and all payments due under Article IV.

Section 3.2 Calculating the Amount of Loss of Revenues by the District

Subject to the provisions of Sections 5.1 and 5.2, the amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "Revenue Protection Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The Revenue Protection Amount owed by the Applicant to the District means the Original M&O Revenue minus the New M&O Revenue;

Where:

- (i) "Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant's Qualified Property and/or the Applicant's Qualified Investment been subject to the ad valorem maintenance and operations tax actually levied for the applicable year.
- (ii) "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to such Maintenance and Operations Revenue because of any portion of this Agreement.

In making the calculations required by this Section 3.2:

- (i) The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.
- (ii) For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property and/or the Applicant's Qualified Investment will be presumed to be one hundred percent (100%).
- (iii) If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 3.2 results in a negative number, the negative number will be considered to be zero.
- (iv) All calculations made for years three (3) through ten (10) of this Agreement under Section 3.2, Subsection ii of this Agreement will reflect the Limitation on Appraised Value for such year.
- (v) All calculations made under this Section 3.2 shall be made by a methodology which isolates the full M&O Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or any other factors not contained in this Agreement.

Section 3.3 Compensation for Loss of Other Revenues

In addition to the amounts determined pursuant to Section 3.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

- (i) to the extent provided in Section 6.3, all non-reimbursed costs incurred by the District in paying or otherwise crediting to the account of the Applicant, any applicable tax credit to which the Applicant may be entitled pursuant to Chapter 313, Subchapter D of the Texas Tax Code, and for which the District does not receive reimbursement from the State pursuant to Texas Education Code § 42.2515, or other similar or successor statute;
- (ii) all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses related to the Applicant's Qualified Investment that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the Applicant's Qualified Investment, provided that the Applicant may contest any such costs certified by the District's external auditor under the provisions of Section 3.8; and,

- (iii) any other loss of District revenues which are, or may be, attributable to the payment by the Applicant to or on behalf of any other third party beneficiary.

Section 3.4 Calculations to Be Made by Third Party

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") jointly approved each year by the District and the Applicant. If the Parties cannot agree on the Third Party, then the Third Party shall be selected by the mediator provided in Section 7.9 of this Agreement.

Section 3.5 Data Used for Calculations

The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax rolls submitted to the District pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 3.4. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax rolls or any other changes in student counts, tax collections, or other data.

Section 3.6 Delivery of Calculations

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 3.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 3.2, 3.3, Article IV, and/or Section 5.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation and fee for a period of five (5) years after payment. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Third Party pursuant to Section 3.7, if such fee is timely paid.

Section 3.7 Payment by Applicant

The Applicant shall pay any amount determined to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 3.6, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or tax credit or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of any expenses under this Section 3.7 and Section 3.6, above, in excess of Ten Thousand Dollars (\$10,000.00).

Section 3.8 Resolution of Disputes

Should the Applicant disagree with the certification prepared pursuant to Section 3.3(ii) or Section 3.6, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days of receipt of the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District's Board of Trustees, in writing, within thirty (30) days of the final determination of certification containing the calculations.

Section 3.9 Effect of Property Value Appeal or Other Adjustment

If at the time the Third Party selected under Section 3.4 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District.

If as a result of an appraisal appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 3.10 Effect of Statutory Changes

Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 5.1, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory

change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, the Applicant shall make payments to the District, up to the Revenue Protection Amount limit set forth in Section 5.1, that are necessary to offset any negative impact on the District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the Revenue Protection Amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District.

ARTICLE IV

SUPPLEMENTAL PAYMENTS

Section 4.1 Supplemental Payments

In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article III, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the "Supplemental Payments" set forth in this Article IV.

(i) Amounts Exclusive of Indemnity Amounts

It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article IV is separate and independent of the obligation of the Applicant to pay the amounts described in Article III; provided, however, that all payments under Articles III and IV are subject to the limitations contained in Section 5.1.

(ii) Adherence to Statutory Limits on Supplemental Payments

It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant, under this Article IV, shall not exceed the limit imposed by the provisions of Texas Tax Code § 313.027(i), as such limit is allowed or required to be increased by the Legislature in a future year of this Agreement.

(iii) Explicit Identification of Payments to District

The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement.

Section 4.2 Stipulated Supplemental Payment Amount - Subject to Annual Limit

On or before January 31, 2015 (the payment due date for Tax Year 2014), and continuing thereafter on or before the January 31 of each of the twelve (12) years thereafter (i.e., through January 31, 2027, the payment due date for Tax Year 2026), the Applicant shall make a

January 31, 2027, the payment due date for Tax Year 2026), the Applicant shall make a Supplemental Payment to the District in an amount equal to the lesser of the following:

- (i) the Annual Limit; or,
- (ii) to the extent permitted by then-current law, the Applicant's "Stipulated Supplemental Payment Amount" as defined in Section 4.3.

Section 4.3 Annual Calculation of Stipulated Supplemental Payment Amount

The Parties agree that for each Tax Year described in Section 4.2, the Applicant's Stipulated Supplemental Payment Amount will be calculated in accordance with the following formula:

The Taxable Value of the Applicant's Qualified Property for such Tax Year had this Agreement not been entered into by the Parties (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's interest and sinking fund tax purposes for such Tax Year);

Minus,

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's maintenance and operations tax purposes for such Tax Year);

Multiplied by,

The District's maintenance and operations tax rate for such Tax Year;

Plus,

Any Tax Credit received by the Applicant with respect to such Tax Year;

Minus,

Any amounts previously paid to the District under Article III;

Multiplied by,

The number 0.45;

Minus,

Any amounts previously paid to the District under Sections 4.2 and 4.3 with respect to such Tax Year.

If, for any Tax Year during the term of this Agreement the payment of the Applicant's Stipulated Supplemental Payment Amount, calculated under Sections 4.2 and 4.3, above, for such Tax Year, exceeds the Aggregate Limit for that Tax Year, the difference between the Applicant's Stipulated Supplemental Payment Amount so calculated and the Aggregate Limit for such Tax Year, shall not be payable to the District in such Tax year and shall instead be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, and to

the extent not limited by the Aggregate Limit in any subsequent Tax Year during the term of this Agreement, shall be paid to the District.

Any of the Applicant's Stipulated Supplemental Payment Amount, which cannot be paid to the District prior to the end of Tax Year Thirteen (Tax Year 2026), because such payment would exceed the Aggregate Limit, will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

In the event that there are changes in the data upon which the calculations set forth herein are made, the Third Party described in Section 3.4, above, shall adjust the Applicant's Stipulated Supplemental Payment Amount calculation to reflect such changes in the data.

Section 4.4 Procedures for Supplemental Payment Calculations

- (i) All calculations required by this Article IV shall be made by the Third Party selected pursuant to Section 3.4.
- (ii) The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 3.6.
- (iii) The payment of all amounts due under this Article shall be made at the time set forth in Section 3.7.

ARTICLE V

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 5.1 Annual Limitation After First Three Years

Notwithstanding anything contained in this Agreement to the contrary, and with respect only to Tax Years 2014 through 2023 inclusive, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles III and IV with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Sections 3.4 and 3.6, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles III and IV shall be reduced until such excess is eliminated.

Section 5.2 Option to Cancel Agreement

In the event that any payment otherwise due from the Applicant to the District under Article III and/or Article IV with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 5.1 above, then the Applicant shall have the option to terminate this

Agreement. The Applicant may exercise such option to cancel this Agreement by notifying the District of its election in writing not later than the July 31 of the year next following the Tax Year with respect to which a reduction under Section 5.1 is applicable. Any cancellation of this Agreement under the foregoing provisions of this Section 5.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred. In addition to the foregoing, in the event the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, during the Qualifying Time Period, to terminate this Agreement by notifying the District in writing of its exercise of such option. Any termination of this Agreement under the immediately preceding sentence shall be effective immediately prior to the beginning of the Tax Year immediately following the Tax Year during which such notification is delivered to the District. Upon any termination this Agreement under this Section 5.2, this Agreement shall terminate and be of no further force or effect; provided, however, that the Parties' respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged.

ARTICLE VI

TAX CREDITS

Section 6.1 Applicant's Entitlement to Tax Credits

The Applicant shall be entitled to Tax Credits from the District under and in accordance with the provisions of Subchapter D of the Act and the Comptroller's Rules, provided that the Applicant complies with the requirements under such provisions, including the filing of a completed application under Section 313.103 of the Texas Tax Code and the Comptroller's Rules.

Section 6.2 District's Obligations with Respect to Tax Credits

The District shall timely comply and shall cause the District's collector of taxes to timely comply with their obligations under Subchapter D of the Act and the Comptroller's Rules, including, but not limited to, such obligations set forth in Section 313.104 of the Texas Tax Code, and the Comptroller's Rules and/or the Texas Education Agency's rules.

Section 6.3 Compensation for Loss of Tax Credit Protection Revenues

If after the Applicant has actually received the benefit of a Tax Credit under Section 6.1, the District does not receive aid from the State pursuant to Texas Education Code § 42.2515 or other similar or successor statute with respect to all or any portion of such Tax Credit for reasons other than the District's failure to comply with the requirements for obtaining such aid, then the District shall notify the Applicant in writing thereof and the circumstances surrounding the State's failure to provide such aid to the District. The Applicant shall pay to the District the amount of such Tax Credit for which the District did not receive such aid within thirty (30) calendar days after receipt of such notice, and such payment shall be subject to the same

provisions for late payment as are set forth in Section 7.4 and 7.5. If the District receives aid from the State for all or any portion of a Tax Credit with respect to which the Applicant has made a payment to the District under this Section 6.3, then the District shall pay to the Applicant the amount of such aid within thirty (30) calendar days after the District's receipt thereof.

ARTICLE VII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 7.1 Data Requests

During the term of this Agreement, and upon the written request of one Party or by the Comptroller (the "Requesting Party"), the other Party shall provide the Requesting Party with all information reasonably necessary for the Requesting Party to determine whether the other Party is in compliance with its obligations, including any employment obligations which may arise under this Agreement. The Applicant shall allow authorized employees of the District, the Comptroller, and/or the Appraisal District to have access to the Applicant's Qualified Property and/or business records, in accordance with Texas Tax Code § 22.07, during the term of this Agreement, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property and any other tangible property on the premises. All inspections will be made at a mutually agreeable time after the giving of not less than five (5) business days prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the respective Appraisal District with any technical or business information that is private personnel data, proprietary, a trade secret or confidential in nature, or subject to a confidentiality agreement with any third party.

Section 7.2 Reports to Other Governmental Agencies

The Applicant shall timely make any and all reports that are or may be required under the provisions of law or administrative regulation, including but not limited to the annual report or certifications that may be required to be submitted by the Applicant to the Comptroller under the provisions or Texas Tax Code § 313.032. The Applicant shall forward a copy of all such required reports or certifications to the District contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation under this Agreement.

Section 7.3 Applicant's Obligation to Maintain Viable Presence

By entering into this Agreement, the Applicant warrants that:

- (i) it will abide by all of the terms of this Agreement;
- (ii) it will Maintain Viable Presence in the District through the Final Termination Date; provided, however, that notwithstanding anything

contained in this Agreement to the contrary, the Applicant shall not be in breach of this Agreement, and shall not be subject to any liability for failure to Maintain Viable Presence, to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure; and,

- (iii) it will meet minimum eligibility requirements under Tax Code, Chapter 313 through the Final Termination Date.

Section 7.4 Consequences of Early Termination or Material Breach by Applicant

In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 5.2, or in the event that the Applicant commits a Material Breach, after the notice and cure period provided by Section 7.8 and any dispute resolution conducted pursuant to Section 7.9, then the District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 7.5, on that recaptured ad valorem tax revenue. Applicant shall satisfy this recapture obligation by making a payment of liquidated damages, as prescribed by Comptroller's Rule § 9.1054(h)(11)(A), equal to the sum of the amounts derived by applying the calculations below to each Tax Year with respect to which Applicant received a Limitation on Appraised Value:

The Market Value of Applicant's Qualified Property for such Tax Year;

Minus,

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement;

Multiplied by,

The District's maintenance and operations tax rate for such Tax Year;

Plus,

Penalties and interest on the amount derived under the preceding calculations for such Tax Year, calculated in accordance with Section 7.5.

Minus,

Any amounts previously paid to the District under Article III or Article IV with respect to such Tax Year.

Upon payment of such liquidated damages, Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

Section 7.5 Calculation of Penalty and Interest

For purposes of Section 7.4, the District shall calculate penalty or interest for a Tax Year in accordance with the methodology set forth in Chapter 33 of the Texas Tax Code, as if the amount calculated for such Tax Year had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with

the methodology set forth in Texas Tax Code § 33.01(a), or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code § 33.01(c), or its successor statute.

Section 7.6 Material Breach of Agreement

The Applicant shall be in “Material Breach” of this Agreement if it commits one or more of the following acts or omissions:

- (i) Applicant is determined to have made inaccurate material representations of fact in the submission of its Application.
- (ii) Applicant fails to Maintain Viable Presence in the District, as required by Section 7.3 of this Agreement, through the Final Termination Date.
- (iii) Applicant fails to make any payment required under Articles III or IV of this Agreement on or before its due date.
- (iv) Applicant fails to create and maintain at least the number of New Jobs and Qualifying Jobs required by Texas Tax Code, Chapter 313.
- (v) Applicant fails to create and maintain at least the number of Qualifying Jobs to which Applicant committed in the Application no later than the last day of the tax year specified in the Application.
- (vi) Applicant makes any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement, in excess of the amounts set forth in Articles III and IV, above. Voluntary donations made by the Applicant to the District after the date of execution of this Agreement, and not mandated by this Agreement or made in recognition of consideration for this Agreement are not barred by this provision.
- (vii) Applicant fails to comply in any material respect with any other term of this Agreement, or Applicant fails to meet its obligations under the applicable Comptroller’s Rules, and under the Act.

Section 7.7 Limited Statutory Cure of Material Breach

In accordance with the provisions of Texas Tax Code § 313.0275, for any full Tax Year with respect to which Applicant received a Limitation on Appraised Value, the Applicant may cure a Material Breach of this Agreement described in Sections 7.6(iv) or (v), above, without the termination of the remaining term of this Agreement. In order to cure any such non-compliance with Sections 7.6(iv) or (v) for such Tax Year, the Applicant may make the liquidated damages payment required by Texas Tax Code § 313.0275(b), in accordance with the provisions of Texas Tax Code § 313.0275(c). Such payment shall be calculated by applying the calculations set forth in Section 7.4 with respect to such Tax Year.

Section 7.8 Determination of Material Breach and Termination of Agreement

Prior to making a determination under Section 7.6 that the Applicant is in Material Breach of this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the Material Breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that a Material Breach of this Agreement has not occurred and/or that it has cured or undertaken to cure any such Material Breach.

If the Board of Trustees is not satisfied with such response and/or that such Material Breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such Material Breach has occurred and, if so, whether such Material Breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to whether or not a Material Breach of this Agreement has occurred, the date such Material Breach occurred, if any, and whether or not any such Material Breach has been cured. In the event that the Board of Trustees determines that such a Material Breach has occurred and has not been cured, it shall also terminate the Agreement and determine the amount of recaptured taxes under Section 7.4 and the amount of any penalty and/or interest under Section 7.5 that are owed to the District.

After making its determination regarding any alleged Material Breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination").

Section 7.9 Dispute Resolution

After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, the Applicant shall have ninety (90) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within ninety (90) days after the Applicant's receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Cameron County, Texas. The Parties agree to sign a document that designates the mediator and the mediation will be governed by the provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation. The ninety (90) day period prescribed above for disputing a Determination of Breach and Notice of Contract Termination shall toll, and shall not be considered for any purpose as continuing to run, during the mediation.

In the event that any mediation is not successful in resolving the dispute, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any covenant, agreement or undertaking made by a Party pursuant to this Agreement. Any such action shall be initiated in District Court in Cameron County, Texas, and the ninety (90) day period prescribed above for disputing a Determination of Breach and Notice of Contract Termination shall toll, and shall not be considered for any purpose as continuing to run, until a final decision has been entered and all appeals have been exhausted.

If payment is not received before the expiration of such ninety (90) day period (taking into account any tolling of such period), the District shall have the remedies for the collection of the amounts determined under Section 7.8 as are set forth in Texas Tax Code Chapter 33, Subchapters B and C, for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Texas Tax Code § 6.30, and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Texas Tax Code § 33.07 to secure payment of such fees.

Section 7.10 Limitation of Other Damages

Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Sections 7.4 and 7.5 above. The District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement.

The Parties further agree that the limitation of damages and remedies set forth in this Section 7.10 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 7.11 Binding on Successors

In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Information and Notices

Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United

States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile transmission, with “answer back” or other “advice of receipt” obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

Notices to the District shall be addressed to the District’s Authorized Representative as follows:

Gonzalo Salazar, Superintendent
Los Fresnos Consolidated Independent School District
600 N. Mesquite Street
Los Fresnos, Texas 78566
Fax: 956-233-3599
E-mail: gsalazar@lfcisd.net

or at such other address or to such other facsimile transmission number and to the attention of such other person as the District may designate by written notice to the Applicant.

Notices to the Applicant shall be addressed to:

Mark Goodwin
Apex Clean Energy Holdings, LLC
310 4th Street N.E., Suite 200
Charlottesville, Virginia 22902
Fax: 434-220-3712
Email: mark.goodwin@apexcleanenergy.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as the Applicant may designate by written notice to the District.

Section 8.2 Termination of Agreement

In the event that the Applicant fails to make a Qualified Investment in the amount of Ten Million Dollars (\$10,000,000.00), or greater, during the Qualifying Time Period, this Agreement shall become null and void on the last day of the Qualifying Time Period.

Section 8.3 Amendments to Agreement; Waivers

This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement. By official action of the Board of Trustees, this Agreement may be amended to include, in the Applicant’s Qualified Investment and/or Applicant’s Qualified Property, additional or replacement Qualified Property not specified in Exhibit 3, provided that the Applicant reports to the District, the

Agreement for Limitation on Appraised Value

Between Los Fresnos Consolidated Independent School District and Cameron Wind I, LLC

December 9, 2013

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Comptroller, and the Appraisal District, in the same format, style, and presentation as the Application, all relevant investment, value, and employment information that is related to the additional or replacement property. Any amendment of this Agreement adding additional or replacement Qualified Property pursuant to this Section 8.3 shall (1) require that all property added by amendment be eligible property as defined by Tax Code, § 313.024; (2) clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and (3) define minimum eligibility requirements for the recipient of limited value. This Agreement may not be amended to extend the value limitation time period beyond its eight year statutory term.

Section 8.4 Assignment

The Applicant may assign this Agreement, or a portion of this Agreement, to an Affiliate or a new owner or lessee of all or a portion of the Applicant's Qualified Property and/or the Applicant's Qualified Investment or collaterally assign the Agreement or any portion of this Agreement to any party or entity providing financing to the Applicant or its Affiliate, provided that the Applicant shall provide written notice of such assignment to the District. Upon such assignment, the Applicant's assignee will be liable to the District for outstanding taxes or other obligations arising under this Agreement with respect to the transferred or leased Qualified Property and/or Qualified Investment. A recipient of limited value under Tax Code, Chapter 313 shall notify immediately the District, the Comptroller, and the Appraisal District in writing of any change in address or other contact information for the owner of the property subject to the limitation agreement for the purposes of Tax Code § 313.032. The assignee's or its reporting entity's Texas Taxpayer Identification Number shall be included in the notification.

Section 8.5 Merger

This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 8.6 Maintenance of County Appraisal District Records

When appraising the Applicant's Qualified Property and the Applicant's Qualified investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser of the Appraisal District shall determine the Market Value thereof and include both such Market Value and the appropriate value thereof under this Agreement in its appraisal records.

Section 8.7 Governing Law

This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Cameron County, Texas.

Section 8.8 Authority to Execute Agreement

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 8.9 Severability

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 8.9, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 8.10 Payment of Expenses

Except as otherwise expressly provided in this Agreement, or as covered by the application fee, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 8.11 Interpretation

When a reference is made in this Agreement to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase "but not limited to." Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

Section 8.12 Execution of Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 8.13 Accuracy of Representations Contained in Application

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application. The Applicant warrants that all material representation, information, and facts contained in the Application are true and correct. The parties further agree that the Application and all the attachments thereto are included by reference into this Agreement as if set forth herein in full.

In the event that the Board of Trustees makes a written determination that the Application was either incomplete or inaccurate as to any material representation, information, or fact, then subject to the procedures required by Sections 7.8 and 7.9, this Agreement shall be invalid and void except for the enforcement of the provisions required by Comptroller's Rule § 9.1053(f)(2)(K).

Section 8.14 Publication of Documents

The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; the approved and executed copy of this Agreement or any amendment thereto; and each application requesting tax credits under Texas Tax Code § 313.103, as follows:

- (i) Within seven (7) days of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website.
- (ii) The District shall provide on its website a link to the location of those documents posted on the Comptroller's website.
- (iii) This Section 8.14 does not require the publication of information that is confidential under Texas Tax Code § 313.028.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 9th day of December, 2013.

CAMERON WIND I, LLC

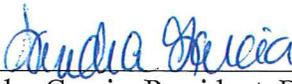
By: Apex Clean Energy Holdings, LLC
Its: Manager

By: _____

Name: _____

Title: _____

**LOS FRESNOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By:  _____
Sandra Garcia, President, Board of Trustees

ATTEST:

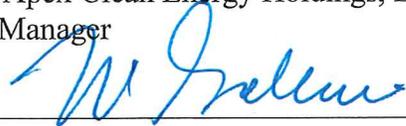
By:  _____
Ruben R. Trevino, Secretary, Board of Trustees

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 9th day of December, 2013.

CAMERON WIND I, LLC

By: Apex Clean Energy Holdings, LLC

Its: Manager

By: 

Name: Mark Goodwin

Title: President

**LOS FRESNOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____

Sandra Garcia, President, Board of Trustees

ATTEST:

By: _____

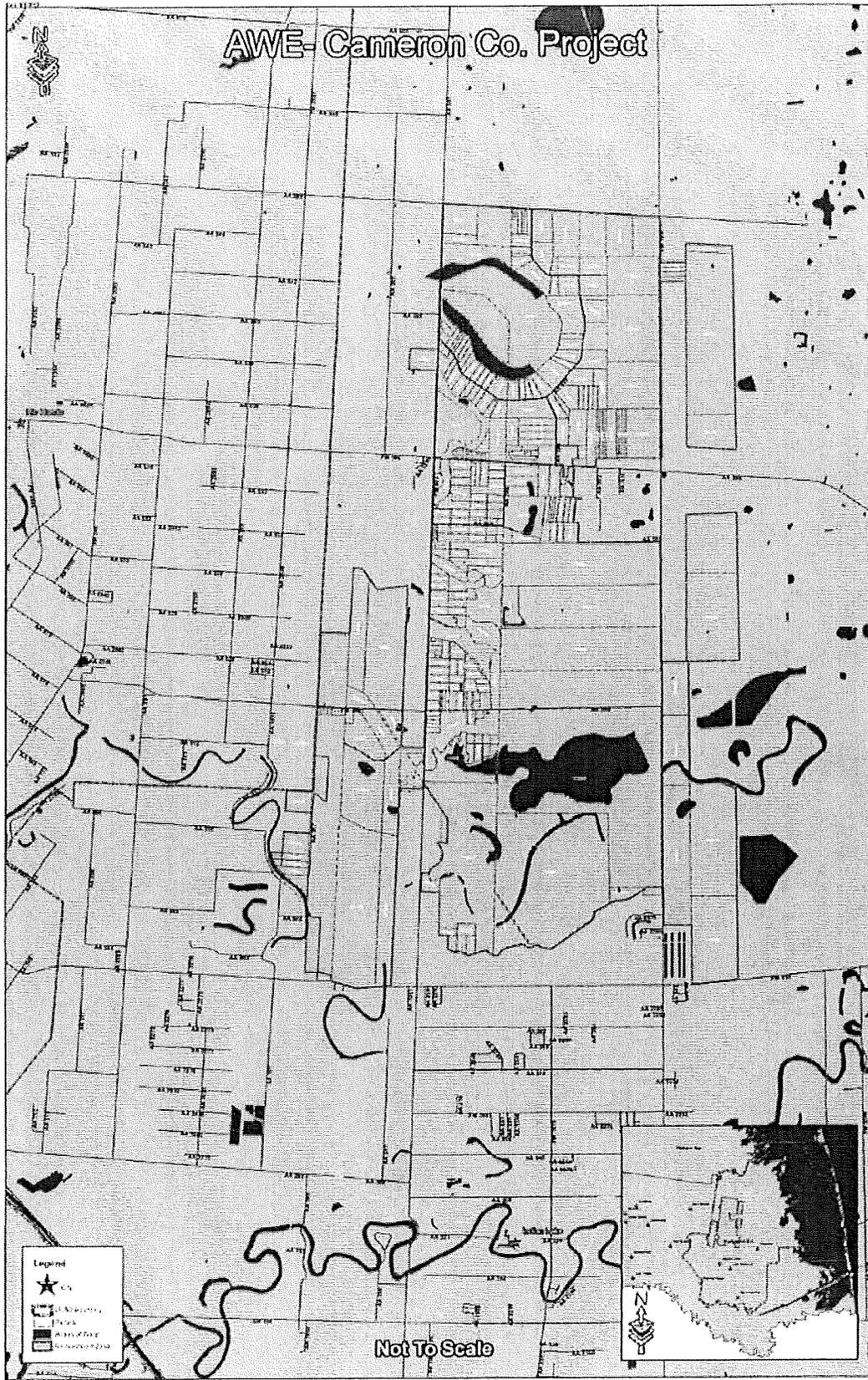
Ruben R. Treviño, Secretary, Board of Trustees

Exhibit 1
Description of Qualified Reinvestment Zone

The Cameron Wind Reinvestment Zone No. 1 was originally created on May 13, 2013 by action of the Board of Trustees of the Los Fresnos CISD. A map of the Cameron Wind Reinvestment Zone is attached as the second page of this Exhibit 1.

More specifically, the Cameron Wind Reinvestment Zone contains the following property and tracks:

EXHIBIT CONTINUED ON NEXT PAGE FOLLOWING MAP



Agreement for Limitation on Appraised Value
 Between Los Fresnos Consolidated Independent School District and Cameron Wind I, LLC
 December 9, 2013

Exhibit A
Legal Description of Reinvestment Zone
Containing Proposed Project

A	B	C	D
Prop ID	Geo ID	Owner Name	Legal Desc
1			
2	119288 73-2110-0010-0010-00	JARAMILLO NADIA REBECCA	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 2.01 ACRES OUT OF 7.3300 ACRES
3	119288 73-2110-0010-0010-00	JARAMILLO NADIA REBECCA	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 2.01 ACRES OUT OF 7.3300 ACRES
4	119289 73-2110-0010-0011-00	JUAREZ JOSE M ET UX ESTATE OF	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 0.270 ACRE
5	119292 73-2110-0010-0100-00	GARZA ESTELA V	BLK 1 ARROYO GARDENS UNIT 1 SUBDIVISION 0.2500 ACRES
6	119295 73-2110-0020-0000-00	SIMPSON B J	BLK 2 ARROYO GARDENS UNIT 1 SUBDIVISION 18.48 AC BLK 3,6 & 9 ARROYO GARDENS UNIT 1 SUBDIVISION W/O 320 AC OUT OF 1.00 AC OF W 9.50 ACRES
7	119298 73-2110-0030-0000-00	GARCIA LINDA CORREA	BLK 3 ARROYO GARDENS UNIT 1 SUBDIVISION 8.97 ACRES OUT OF 9.50 ACRES
8	119299 73-2110-0030-0000-10	SIMPSON BILLIE MACK	BLK 3 ARROYO GARDENS UNIT 1 SUBDIVISION 1.00 ACRE
9	119300 73-2110-0030-0010-00	TEFORO ANGELA A	ABST2 - ARROYO GARDENS UNIT 1 BLKS 3-6-9 E.18.6800
10	119301 73-2110-0030-0100-00	SIMPSON BILLIE MACK ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLKS 3-6-9 E.18.6800 ACRES
11	119302 73-2110-0030-0100-00	SIMPSON BILLIE MACK	ABST2 - ARROYO GARDENS UNIT 1 BLK 4, 1.0000 ACRES
12	119303 73-2110-0040-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 4, 11.4900 ACRES
13	119304 73-2110-0040-0000-10	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 5, 12.1500 ACRES
14	119305 73-2110-0050-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 7, 14.8200 ACRES
15	119306 73-2110-0070-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 8, 13.8100 ACRES
16	119307 73-2110-0080-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 10-11-12, 37.0700 ACRES
17	119308 73-2110-0100-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 13-14, 27.4700 ACRES
18	119309 73-2110-0130-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 15, 12.6300 ACRES
19	119310 73-2110-0150-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16, 1.0000 ACRES
20	119311 73-2110-0160-0001-00	SIMPSON BILLIE D	ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16, 10.7670 ACRES
21	119312 73-2110-0160-0001-10	SIMPSON BILLIE MACK & INA LAVETTE	ABST2 - ARROYO GARDENS UNIT 1 PT BLK 16, 0.5330 ACRES
22	119313 73-2110-0160-0002-00	SIMPSON BILLIE MACK & INA LAVETTE	ABST2 - ARROYO GARDENS UNIT 1 BLK 17, 1.0000 ACRES
23	119314 73-2110-0170-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 17, 11.3300 ACRES
24	119315 73-2110-0170-0000-10	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 18, 12.6300 ACRES
25	119316 73-2110-0180-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLOCK 20, ACRES 625
26	119317 73-2110-0190-0000-00	SIMPSON B J	
27	119318 73-2110-0200-0020-00	CUEVAS ACELAIDA	

A	B	C	D
28	119320 73-2110-0260-0022-00	CUEVAS EUGENIO	ABST2 - ARROYO GARDENS UNIT 1 BLK 20, ACRES 625
29	119321 73-2110-0210-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 21, 13.2000 ACRES
30	119322 73-2110-0210-0000-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 22, 13.0900 ACRES
31	119323 73-2110-0230-0000-00	SIMPSON BILLIE M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 23, 12.6300 ACRES
32	119324 73-2110-0240-0000-00	SIMPSON BILLY M ET UX	ABST2 - ARROYO GARDENS UNIT 1 BLK 24, 12.3800 ACRES
33	119325 73-2110-0250-0010-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 25 W, 7.2000 ACRES
34	119326 73-2110-0250-0020-00	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 BLK 25 E, 5.2300 ACRES
35	119327 73-2110-0260-0010-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 26 W, 7.5000 ACRES
36	119328 73-2110-0260-0020-00	SIMPSON B J	ABST2 - ARROYO GARDENS UNIT 1 BLK 26 E, 5.1300 ACRES
37	119329 73-2110-0270-0000-00	PAWLK WILFRED & PAWLK WILL	ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS OUT OF BLKS 27 29, 30 & BLKS 27 29, 30, 35 & 36
38	119329 73-2110-0270-0000-00	PAWLK WILFRED & PAWLK WILL	ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS OUT OF BLKS 27 29, 30 & BLKS 27 29, 30, 35 & 36
39	119329 73-2110-0270-0000-00	PAWLK WILFRED & PAWLK WILL	ABST2 - ARROYO GARDENS UNIT 1 57.6374 ACS OUT OF BLKS 27 29, 30 & BLKS 27 29, 30, 35 & 36
40	119330 73-2110-0280-0000-00	ARGULLIN AARON A & CANDICE L	ABST2 - ARROYO GARDENS UNIT 1 BLK 28, 12.2000 ACRES
41	119332 73-2110-0310-0010-00	GOODY GERARDO	ABST2 - ARROYO GARDENS UNIT 1 BLK 31, 12.6300 ACRES
42	119333 73-2110-0320-0010-00	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 BLK 32 W, 7.2000 ACRES
43	119334 73-2110-0320-0020-00	SIMPSON BILLIE MACK & INA JANETTE	ABST2 - ARROYO GARDENS UNIT 1 BLK 32 E, 5.2700 ACRES
44	119335 73-2110-0330-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 33 W, 6.2500 ACRES
45	119336 73-2110-0330-0100-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 33 E, 6.2700 ACRES
46	119337 73-2110-0340-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 34, 12.6300 ACRES
47	119338 73-2110-0370-0000-00	PEREIRA FRANCISCO F	ABST2 - ARROYO GARDENS UNIT 1 BLK 37 N, 1.0000 ACRES
48	119339 73-2110-0370-0000-10	PEREIRA FRANCISCO F	ABST2 - ARROYO GARDENS UNIT 1 BLK 37 N, 5.6000 ACRES
49	119340 73-2110-0370-0100-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 37 S, 1.0000 ACRES
50	119341 73-2110-0370-0100-10	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 37 S, 5.6600 ACRES

A	B	C	D
51	119342 73-2110-0380-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 38-39-40-41-42, 63-6300 ACS
52	119343 73-2110-0430-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 43, 13,0900 ACRES
53	119344 73-2110-0440-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 44, 13,1700 ACRES
54	119345 73-2110-0450-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 45-46-47-39,9200 ACRES
55	119346 73-2110-0480-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 48-49, 23,7900 ACRES
56	119347 73-2110-0500-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 50, 9,9000 ACRES
57	119348 73-2110-0510-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 51, 13,2000 ACRES
58	119349 73-2110-0520-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 52 N, 10,0000 ACRES
59	119350 73-2110-0520-0100-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 52 S, 3,2000 ACRES
60	119351 73-2110-0530-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 53-54-55-32, 2100 ACRES
61	119352 73-2110-0560-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 56, 16,1200 ACRES
62	119353 73-2110-0570-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 57-58, 21,4000 ACRES
63	119354 73-2110-0590-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLKS 59-60, 26,4000 ACRES
64	119355 73-2110-0610-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 61, 13,2000 ACRES
65	119356 73-2110-0620-0000-00	WATERS DONALD BURL	BLK 62 ARROYO GARDENS UNIT 1 SUBDIVISION 13,20 ACRES (PARCEL 7)
66	119357 73-2110-0630-0000-00	THOMAE DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 BLK 63, 13,2000 ACRES
67	119358 73-2110-0640-0000-00	WATERS DONALD BURL	BLK 64 ARROYO GARDENS UNIT 1 SUBDIVISION 45' STRIP A LONG SOUTHERLY LINE BLK 64, Undivided Interest 50,0000000000%
68	119359 73-2110-0640-0100-00	WATERS DONALD BRUCE & KAREN K	ABST2 - ARROYO GARDENS UNIT 1 BLK 64 & 65, 1,00 CWT OF 22,580 AC
69	119361 73-2110-0640-0100-10	WATERS DONALD BRUCE & KAREN K	ABST2 - ARROYO GARDENS UNIT 1 BLK 64 & 65 21,580 AC CUT OF 22,580 ACRES
70	119362 73-2110-0660-0000-00	WATERS DONALD BURL	BLK 66 ARROYO GARDENS UNIT 1 SUBDIVISION 10,520 ACRES, Undivided Interest 50,0000000000%
71	119363 73-2110-0670-0000-00	WATERS DONALD BURL	BLK 67, 68, 69, & 70 ARROYO GARDENS UNIT 1 SUBDIVISION 65,840 ACRES (PARCEL 8)
72	119364 73-2110-0710-0010-00	VASQUEZ PABLO & DEBORA RAMOS	ABST2 - ARROYO GARDENS UNIT 1 BLK 71, N 5,50 AC CUT OF 5,1100 ACRES
73	119365 73-2110-0710-0020-00	MERRIS RICHARD E	ABST2 - ARROYO GARDENS UNIT 1 BLK 71 N, 1,0000 ACRES SOL CERT#MH00083252

A	B	C	D
74	119366 73-2110-0710-0020-10	MEARS RICHARD E	AB512 - ARROYO GARDENS UNIT 1 BLK 71 N. 2.9900 ACRES BLK 72 ARROYO GARDENS UNIT 1 SUBDIVISION 1.00 ACRES OUT OF 5.00 ACRE
75	119367 73-2110-0720-0010-00	WATERS DONALD B	
76	119368 73-2110-0720-0010-10	WATERS DONALD B	BLK 72 ARROYO GARDENS UNIT 1 SUBDIVISION E 4.00 ACRES
77	119369 73-2110-0720-0020-00	GOSS JAMES R & DEBORA	AB512 - ARROYO GARDENS UNIT 1 BLK 72, 0.776
78	119370 73-2110-0720-0020-10	WATERS DONALD B & JANICE	BLK 72 & 73 ARROYO GARDENS UNIT 1 SUBDIVISION (PARCEL 3) BEING 3.76 ACRES BLK 72 & (PARCEL 4) 11.78 ACRES BLK 73
79	119372 73-2110-0730-0020-00	WATERS DONALD BURL	BLK 73 ARROYO GARDENS UNIT 1 SUBDIVISION E 1.490 ACRES
80	119373 73-2110-0740-0000-00	WATERS DONALD BURL	BLK 74 & 75 ARROYO GARDENS UNIT 1 SUBDIVISION 18.650 ACRES
81	119374 73-2110-0760-0010-00	WATERS DONALD B & JANICE	BLK 76 & 77 ARROYO GARDENS UNIT 1 SUBDIVISION 12.50 ACRES
82	119375 73-2110-0760-0020-00	WATERS DONALD BURL	BLK 76, 77 & 78 ARROYO GARDENS UNIT 1 SUBDIVISION 15.90 ACRES, Undivided Interest 50.0000000000009%
83	119376 73-2110-0770-0010-00	WATERS DONALD B & JANICE	BLK 77 & 84 ARROYO GARDENS UNIT 1 SUBDIVISION (PARCEL 5) 7.50 ACRES BLK 77 & NS.00 ACRES BLK 84
84	119377 73-2110-0790-0000-00	O'BRIEN ESTHER R	AB512 - ARROYO GARDENS UNIT 1 BLK 79, 11.4800 ACRES
85	119378 73-2110-0800-0000-00	O'BRIEN ESTHER R	AB512 - ARROYO GARDENS UNIT 1 BLKS 80-81, 31.0000 ACRES
86	119379 73-2110-0800-0000-00	O'BRIEN ESTHER R	AB512 - ARROYO GARDENS UNIT 1 BLKS 80-81, 31.0000 ACRES BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.000000000000%
87	119379 73-2110-0820-0000-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.000000000000%
88	119379 73-2110-0820-0000-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.000000000000%
89	119379 73-2110-0880-0020-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.000000000000%
90	119379 73-2110-0880-0020-00	WATERS MARK R	BLK 88 & 89 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 AC OF 82 (PARCELS 9-11), 15.50 AC OF 87(PARCEL 13), W 7.2567 AC OF 88(PARCEL 10) & 10.84 AC OF 89(PARCEL 11), Undivided Interest 25.000000000000%
91	119380 73-2110-0830-0000-00	WATERS DONALD BURL	BLK 83 ARROYO GARDENS UNIT 1 SUBDIVISION 10.90 ACRES, Undivided Interest 50.0000000000009%
92	119381 73-2110-0840-0010-00	WATERS DONALD BURL	BLK 84 ARROYO GARDENS UNIT 1 SUBDIVISION E 4.72 ACRES, Undivided Interest 50.0000000000009%

A	B	C	D
93	119383 73-2110-0840-0030-00	WATERS DONALD BURL	BLK 84 & 85 ARROYO GARDENS UNIT 1 SUBDIVISION 5.84 ACRES OF 84 & 9.44 ACRES OF 85 (PARCEL 12 TR1)
94	119383 73-2110-0850-0020-00	WATERS DONALD BURL	BLK 85 ARROYO GARDENS UNIT 1 SUBDIVISION E 9.28 ACRES, Undivided Interest 50.000000000000%
95	119384 73-2110-0860-0100-00	WATERS DONALD BURL	BLK 86 ARROYO GARDENS UNIT 1 SUBDIVISION 10.90 ACRES (PARCEL 12 TR 2)
96	119385 73-2110-0880-0010-00	ATKINSON JACK	ABST2 - ARROYO GARDENS UNIT 1 BLKS 88-89 VESLEDOZ, 5.0000 ACRES
97	119387 73-2110-0880-0020-00	SALVAN JESUS ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLKS 88-89 ESELEDOZ, 2.2000 ACRES
98	119392 73-2110-0820-0036-00	ESTRADA JUANITA	ABST2 - ARROYO GARDENS UNIT 1 PT BLKS 88 & 89, 2.2000 ACRES
99	119403 73-2110-0910-0100-10	ATKINSON OFELIA	ABST2 - ARROYO GARDENS UNIT 1 BLK 91, 9.5700 ACRES
100	119404 73-2110-0920-0000-00	SALVAN JORGE R & VERONICA	ABST2 - ARROYO GARDENS UNIT 1 BLK 92, 8.0600 ACRES
101	119405 73-2110-0920-0100-00	TORRES VANESSA	ABST2 - ARROYO GARDENS UNIT 1 BLK 92, 5.0000 ACRES
102	119406 73-2110-0930-0100-00	SALVAN JORGE R & VERONICA	ABST2 - ARROYO GARDENS UNIT 1 BLK 93, 2.7800 ACRES
103	119407 73-2110-0930-0101-00	WATERS MARK R	BLK 93 ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00 ACRES OF E 10 ACRES (PARCEL 6), Undivided Interest 50.000000000000%
104	119408 73-2110-0930-0102-00	RGV EDUCATIONAL BROADCASTING INC	BLK 93 ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00 ACRES OF E 10 ACRES
105	119409 73-2110-0940-0000-00	WATERS MARK R	BLK 94 ARROYO GARDENS UNIT 1 SUBDIVISION E 17.680 ACRES, Undivided Interest 25.000000000000%
106	119410 73-2110-0950-0000-00	SIMMONS L P & LEONARD ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLK 95, TRACT 95-97, 99-101, 104-113, ACRES 168.48
107	119411 73-2110-0970-0010-00	BREZETTE TERRI LYNN SHINER ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLK 97 N, 5.6100 ACRES
108	119412 73-2110-0980-0000-00	BREZETTE TERRI LYNN SHINER ET AL	ABST2 - ARROYO GARDENS UNIT 1 BLK 98, 9.3900 ACRES
109	119413 73-2110-1020-0000-00	GONZALES ESMEBALDA	ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00 ACS OF N10 AC OUT OF 20 AC OF BLKS 102 & 103
110	119414 73-2110-1020-0000-01	OLIVARES GRISelda	ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00 ACRES OUT OF 20 ACRES OF BLKS 102 & 103
111	119416 73-2110-1020-0050-00	PLATA MICHAEL	ARROYO GARDENS UNIT 1 SUBDIVISION N 5.00 AC OUT OF 5 10 AC OF 20 ACS OUT OF BLKS 102 & 103
112	119417 73-2110-1030-0010-00	GAYTAN ROY & ENIEDA	ARROYO GARDENS UNIT 1 SUBDIVISION S 5.00 ACS OUT OF 20 ACRES OUT OF BLKS 102 & 103
113	119418 73-2110-1030-0020-00	ARGULLIN FRANCISCO	ARROYO GARDENS UNIT 1 SUBDIVISION S 6.600 ACRES OUT OF BLK 103
114	119419 73-2110-1140-0000-00	DAVIS JAMES FLETCHER	BLK 114 ARROYO GARDENS UNIT 1 SUBDIVISION 6.770 ACRES
115	119420 73-2110-1150-0000-00	DAVIS JAMES FLETCHER	BLK 115 ARROYO GARDENS UNIT 1 SUBDIVISION 6.8900 ACRES
116	119421 73-2110-1160-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 116, 6.8900 ACRES
117	119422 73-2110-1170-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 117, 6.8900 ACRES

A	B	C	D
118	118423 73-2110-1180-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 118, 12 0100 ACRES
119	118424 73-2110-1190-0000-00	LOF LAWRENCE V	ABST2 - ARROYO GARDENS UNIT 1 BLK 119, 12 8800 ACRES
120	118425 73-2110-1200-0000-00	DAVIS JAMES FLETCHER	BLK 120 ARROYO GARDENS UNIT 1 SUBDIVISION 9.5903 ACRES
121	118426 73-2110-1210-0000-00	DAVIS JAMES FLETCHER	BLK 121 ARROYO GARDENS UNIT 1 SUBDIVISION 7.1100 ACRES
122	118427 73-2110-1220-0000-00	JARAMILLO MIGUEL SR	ABST2 - ARROYO GARDENS UNIT 1 BLK 122, 1.0600 ACRES
123	118428 73-2110-1230-0000-00	BREIDENBACH JAMES M.	ABST2 - ARROYO GARDENS UNIT 1 BLK 123, 1.3500 ACRES
124	118429 73-2110-1500-0000-00	C C W I D #13	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR #1, 194.5000 ACRES
125	118430 73-2110-2000-0000-00	WATERS DONALD BURL	ARROYO GARDENS UNIT 1 SUBDIVISION 115 890 ACRES RESERVOIR 2, Undivided Interest 50 0000000000%
126	118432 73-2110-2000-0100-00	C C W I D #13	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR #2, 48.6800 ACRES
127	118433 73-2110-3000-0000-00	WATERS DONALD BURL	ARROYO GARDENS UNIT 1 SUBDIVISION 104.760 ACRES RESERVOIR 3, Undivided Interest 50 0000000000%
128	118434 73-2110-4000-0100-00	THOMAS DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 4, 13.6900 ACRES
129	118435 73-2110-4000-0200-00	THOMAS DENNIS R	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 4 PT, 38.5500 ACRES
130	118436 73-2110-5000-0000-00	C C W I D #13	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR #5, 40.0600 ACRES
131	118438 73-2110-6000-0011-00	ORTEGA ARMANDO JR & ORTEGA JACQUELIN JESSICA	ABST2 - ARROYO GARDENS UNIT 1 BLOCK RESERVOIR 6, ACRES 1.00
132	118439 73-2110-6000-0020-00	Vasquez Estela E	ABST2 - ARROYO GARDENS UNIT 1 RESERVOIR 6 ET/2, 42.4400 ACRES
133	118439 73-2110-6000-0020-00	Vasquez Estela E	ABST2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 31.5120 ACRES
134	118442 73-2120-0010-0010-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 2 30.12 ACRES LOTS 1-2 BLK A (VOL 11 PG 61 CCMH)
135	118443 73-2120-0010-0020-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 2 1.00 ACRE LOT 2 BLK A (VOL 11 PG 61 CCMH)
136	118445 73-2120-0010-0030-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 3 BLK A, 10.700 ACRES
137	118447 73-2120-0010-0040-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 4 BLK A, 10.3200 ACRES
138	118448 73-2120-0010-0050-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 5 BLK A, 10.5700 ACRES
139	118449 73-2120-0010-0060-00	FLORES JUAN ANDRES	ABST2 - ARROYO GARDENS UNIT 2 LOT 6 BLK A, 13.7000 ACRES
140	118450 73-2120-0010-0070-00	BERMUDEZ FRANCISCO & BLANCA E	ABST2 - ARROYO GARDENS UNIT 2 LOT 7 BLK A, 10.5300 ACRES
141	118451 73-2120-0010-0080-00	MOYA MARIANO & ADELaida C	ABST2 - ARROYO GARDENS UNIT 2 LOT 8 BLK A, 10.2100 ACRES

A	B	C	D
142	119452 73-2120-0010-0091-00	RAMOS RUBEN A & NORMA LEE	ABST2 - ARROYO GARDENS UNIT 2 1.00 ACRES OUT OF W 10 ACRES LOT 9 BLK A
143	119453 73-2120-0010-0091-10	RAMOS RUBEN A & NORMA LEE	ABST2 - ARROYO GARDENS UNIT 2 9.00 ACRES OF W 10 ACRES LOT 9 BLK 1
144	119454 73-2120-0010-0100-00	BENAVIDES OSCAR ALBERTO MARTINEZ	ABST2 - ARROYO GARDENS UNIT 2 ALL OF LOT 10 BLK A, 10.9000 ACRES
145	119456 73-2120-0010-0110-00	DE LOS REYES JULIO & ELVIA DE LOS REYES	ABST2 - ARROYO GARDENS UNIT 2 PT W5.052 AC LOT 11 BLK A, 5.062 ACS
146	119457 73-2120-0010-0120-00	ZUNIGA SILVERIO & REFUGIA V TR OF ZUNIGA FAM TR	ARROYO GARDENS UNIT 2 SUBDIVISION LOT 12 BLK A 10.3600 ACRES
147	119458 73-2120-0010-0130-00	TORRE LETICIA	LOT 13 BLK A ARROYO GARDENS UNIT 2 SUBDIVISION 10.00 ACRES
148	119462 73-2120-0010-0132-00	CAMPOS JOSE A R ANTONIA	ARROYO GARDENS UNIT 2 SUBDIVISION 0.5800 ACRE OUT OF LOT 14 BLK A
149	119463 73-2120-0010-0133-00	ROGERS MELQUIADES B	ARROYO GARDENS UNIT 2 SUBDIVISION 0.490 ACRE OUT OF LOT 13 & 14 BLK A
150	119464 73-2120-0010-0140-00	RAMIREZ GUADALUPE & JUAN PABLO	ARROYO GARDENS UNIT 2 SUBDIVISION 0.50 ACRE OUT OF LOT 14 BLK A
151	119466 73-2120-0010-0141-10	DE LEON JUANITA & RODRIGO RODNEY	ARROYO GARDENS UNIT 2 SUBDIVISION 8.97 AC OF LT 14 BLK A (VOL. 1 PG 61 CCMR)
152	119467 73-2120-0010-0142-00	GARCIA PETRA GLORIA	ARROYO GARDENS UNIT 2 SUBDIVISION 0.50 ACRES OUT OF LOT 14 BLK A
153	119469 73-2120-0010-0150-10	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 15 BLK A, 9.1600 ACRES
154	119469 73-2120-0010-0150-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 15 BLK A, 9.1600 ACRES
155	119470 73-2120-0010-0160-00	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 16 BLK A, 1.0000 ACRES
156	119471 73-2120-0010-0160-10	ATKINSON MIGUEL JR	ABST2 - ARROYO GARDENS UNIT 2 LOT 16 BLK A, 10.2900 ACRES
157	119472 73-2120-0010-0170-00	ATKINSON OVIDIO G ET UX	ABST2 - ARROYO GARDENS UNIT 2 LOT 17-18 BLK A, 22.0200 ACRES
158	119473 73-2120-0010-0190-00	ATKINSON OVIDIO	ABST2 - ARROYO GARDENS UNIT 2 LOT 19 BLK A, 10.0700 ACRES
159	119474 73-2120-0010-0200-00	J & G FARMS	ABST2 - ARROYO GARDENS UNIT 2 LOT 20-21 BLK A, 20.2200 ACRES
160	119475 73-2120-0010-0220-00	RECKER LUDY K	ABST2 - ARROYO GARDENS UNIT 2 LOT 22-23 BLK A, 20.4000 ACRES
161	119476 73-2120-0010-0240-00	T D FARMS	ABST2 - ARROYO GARDENS UNIT 2 LOT 24 BLK A, 11.0900 ACRES
162	119477 73-2120-0010-0250-00	LOCKETT FORD & JACKIE LIVING TRUST	ABST2 - ARROYO GARDENS UNIT 2 LOT 25 BLK A, 10 ACRES
163	119478 73-2120-0010-0270-00	ARISPE JUAN M	ABST2 - ARROYO GARDENS UNIT 2 LOT 27-28 BLK A, 21.2600 ACRES
164	119479 73-2120-0010-0290-00	ATKINSON MINERVA	ABST2 - ARROYO GARDENS UNIT 2 LOT 29 BLK A, 1.0000 ACRES

A	B	C	D
155	119480 73-2120-0010-0290-10	ATKINSON MINERVA	ABST2 - ARROYO GARDENS UNIT 2 LOT 29 BLK A, 10.6700 ACRES
156	119481 73-2120-0010-0300-00	DAVID GEORGE	ABST2 - ARROYO GARDENS UNIT 2 PT LOTS 30 & 31 BLK A, 18.8200 ACS
157	119483 73-2140-0050-0010-00	DAVID GEORGE	ABST2 - ARROYO GARDENS UNIT 4 PT LOTS 1-7 BLK E, 68.7800 ACRES
158	119484 73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
159	119484 73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
170	119484 73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
171	119484 73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
172	119484 73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
173	119484 73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
174	119484 73-2140-0050-0080-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 8 THRU 17 BLK E, 108.9800 ACS
175	119485 73-2140-0050-0180-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 18-19-20-21 & PT 22 BLK E, 41.0000 ACRES
176	119486 73-2140-0050-0220-00	NEWELL DAVID	ABST2 - ARROYO GARDENS UNIT 4 LOTS 22-23-24-25 BLK E, 40.9150 ACS
177	119487 73-2140-0050-0260-00	R/C HONDO IMPLEMENT CO INC	ABST2 - ARROYO GARDENS UNIT 4 LOTS 26-27-28-29 BLK E, 44.90 ACS
178	119488 73-2140-0050-0300-00	NEWELL DAVID ET UX	ABST2 - ARROYO GARDENS UNIT 4 LOTS 30-31 BLK E, 24.3300 ACRES
179	119489 73-2140-0050-0320-00	WOODS CHARLOTTE R	ABST2 - ARROYO GARDENS UNIT 4 LOT 32 BLK E, 12.0100 ACRES
180	119490 73-2140-0050-0330-00	OSHER ANNE PACKARD TR OF THE NON EXEMPT ARTICLE VI TR	ABST2 - ARROYO GARDENS UNIT 4 LOTS 33-34-35-36-37 BLK E, 57.13 ACS
181	119491 73-2140-0050-0380-00	WATERS BARRY DEAN & KRISTA GAYLE	ABST2 - ARROYO GARDENS UNIT 4 LOTS 38-39 BLK E, 22.8300 ACRES
182	119492 73-2140-0050-0400-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 LOT 42 BLK E, 20.17 ACRES
183	119493 73-2140-0050-0401-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 LOT 40 BLK E, ACRES 13.39
184	119494 73-2140-0050-0410-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 LOT 42 BLK E, ACRES 10.42
185	119495 73-2140-0050-0430-00	WATERS BARRY D	ABST2 - ARROYO GARDENS UNIT 4 21.040 ACRES OUT OF LOTS 43 & 44 BLK E ABST 2 (VOL 12 PG 58 CCMR)
186	119497 73-2140-0060-0010-00	ATKINSON RAFAELA R	ABST2 - ARROYO GARDENS UNIT 4 LOT 3 BLK F W, 2.0000 ACRES
187	119500 73-2140-0060-0011-00	ATKINSON RAFAELA R	ABST2 - ARROYO GARDENS UNIT 4 LOT 2 BLK FE

A	B	C	D
1388	119501 73-2140-0060-0031-00	CHOUICK ALBERT J	ABST2 - ARROYO GARDENS UNIT 4 LOT 3 BLK F E, 5 0000 ACRES
1389	119502 73-2140-0060-0040-00	CHOUICK MARY E INDIVIDUALLY & AS SOLE BENEFICIARY PER WILL OF CLEMENT	ABST2 - ARROYO GARDENS UNIT 4 LOTS 5 THRU 9 OUT OF LOT 4 THRU 13 BLK F, 59.79 ACS
1390	119503 73-2140-0060-0140-00	MOODY BUJFORD C	ABST2 - ARROYO GARDENS UNIT 4 LOT 14 BLK F, 11.735 ACRES
1391	119505 73-2140-0060-0150-00	ATKINSON ARNULFO & NANCY	ABST2 - ARROYO GARDENS UNIT 4 LOTS 15-16-17 BLK F, 35.745 ACRES
1392	119510 73-2140-0060-0182-00	MOODY BUJFORD C	ABST2 - ARROYO GARDENS UNIT 4 46.6 ACRES OF LOTS 16,19,20, & 21 BLK F ABST 2 (VOL 12 PG 58 COMM)
1393	119517 73-2140-0060-0220-00	ATKINSON MICHELLE	ABST2 - ARROYO GARDENS UNIT 4 LOTS 22 THRU 25 BLK F, 48.00
1394	119520 73-2140-0060-0250-00	GARCIA GRAIN TRADING CORP	ABST2 - ARROYO GARDENS UNIT 4 LOTS 27-28-29-30 & PT LOT 31 BLK F, 48.58 ACRES
1395	119523 73-2140-0060-0360-00	NEWELL DAVID ET UX	ABST2 - ARROYO GARDENS UNIT 4 LOTS 36-37 BLK F, 23.8500 ACRES
1396	119524 73-2140-0060-0380-00	NEWELL DAVID ET UX	ABST2 - ARROYO GARDENS UNIT 4 LOT 38 BLK F, 12.2000 ACRES
1397	119525 73-2140-0060-0390-00	J & G FARMS	ABST2 - ARROYO GARDENS UNIT 4 LOTS 39 THRU 46 BLK F, 94.5100 ACS
1398	119526 73-2140-0060-0470-00	ATKINSON RICHARD	ABST2 - ARROYO GARDENS UNIT 4 LOTS 47-48-49 BLK F, 36.0000 ACRES
1399	119527 73-2140-0060-0500-00	ATKINSON ARNULFO & NANCY	ABST2 - ARROYO GARDENS UNIT 4 LOT 50 BLK F, 13.9200 ACRES
200	119528 73-2140-0060-0510-00	ATKINSON ARNULFO & NANCY	ABST2 - ARROYO GARDENS UNIT 4 LOTS 51-52-53-54 BLK F, 52.380 ACS
201	119529 73-2140-0060-0551-00	KARPETS YEVGENY EUGENE	BLK F ABST 2, 18.285 AC
202	119532 73-2140-0060-0562-00	KARPETS YEVGENY EUGENE	ARROYO GARDENS UNIT 4 SUBDIVISION N 6.2850 ACRES LOT 56 BLK F
203	119534 73-2140-0060-0572-00	OSIPOVE GALINA CONSERVATOR EST OF YEVGENY KARPETS C/D DIONNE BRODM	ARROYO GARDENS UNIT 4 SUBDIVISION 1.33 ACRES LOT 57 BLK F
204	119535 73-2140-0060-0580-00	CHOUICK ALBERT J	ABST2 - ARROYO GARDENS UNIT 4 LOTS 58-59 BLK F, 22.0000 ACRES
205	119730 73-2700-0010-0010-00	MORENO DANNY & ENICA	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 1, 1.523 ACRES
206	119732 73-2700-0010-0020-00	ATKINSON RODRIGO	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 2, 0.8512 ACRES
207	119733 73-2700-0010-0030-00	GLOVER RUTH ANN	ATKINSON FAMILY PARTITION ABST 2, BLOCK 1, LOT 4, 10.7900 ACRES
208	119734 73-2700-0010-0040-00	ATKINSON ARNULFO	LOT 19 BLK 1 803 FARMS SUBDIVISION
209	128025 74-7375-0010-0190-00	MEDINA MARIA	LOT 20 BLK 1 803 FARMS SUBDIVISION
210	128026 74-7375-0010-0200-00	FLORES AMALIA	LOT 40 BLK 1 803 FARMS SUBDIVISION
211	128046 74-7375-0010-0400-00	LOF LAWRENCE V	LOT 105 BLK 1 803 FARMS SUBDIVISION
212	128048 74-7375-0010-1050-00	SAN BENITO C C DRAINAGE DISTRICT #3	

A	B	C	D
213	142498 7/6-0020-0040-0000-00	MADDY BUEFORD C	LA LEONA SUBDIVISION 99.567 ACRES OUT OF BLKS 4, 5, 6, 19, 20, 21, 22, 29, 30, 40 & PT BLK 41
214	142493 7/6-0020-0010-0000-00	Qudt Judith Young	BLK 1, 2 & 3 LA LEONA SUBDIVISION 30,0100 ACRES
215	142440 7/6-0030-0070-0100-00	Waters Barry Dean & Krista Gayle	LA LEONA SUBDIVISION 81.52 ACRES OF N PT BLKS 7-9, 9, ALL B BLK 10, 11, 12, 13, 14, 15, 34, 35, 36, 37, W PT 38 LA LEONA SUBDIVISION SAVE & EXCEPT 0.160 ACRE OF 10, Undivided Interest 25, 000000000000%
216	142442	CANALES ALMA ROSA	
217	142449 7/6-0020-0220-0000-00	Qudt Judith Young	ABST 2- LA LEONA BLK 22 THRU 27, 66, 5600 ACRES
218	143329 7/6-3365-0000-0010-00	GAYTAN ROY & ENIEDA	ABST 2- LAS YESCAS RANCHO LOT 1
219	143330 7/6-3365-0000-0020-00	BUENROSTRO LUCIANO JR	ABST 2- LAS YESCAS RANCHO LOT 2
220	143331 7/6-3365-0000-0030-00	MULLENS MARGARITA	ABST 2- LAS YESCAS RANCHO LOT 3
221	143332 7/6-3365-0000-0040-00	RODRIGUEZ JUAN E	ABST 2- LAS YESCAS RANCHO LOT 4
222	143333 7/6-3365-0000-0050-00	ARGUILAN ALICIA	ABST 2- LAS YESCAS RANCHO LOT 5
223	143334 7/6-3365-0000-0060-00	TELLEZ MIGUEL A & OLIVIA M	ABST 2- LAS YESCAS RANCHO LOT 6
224	143335 7/6-3365-0000-0070-00	KEEN JACKIE D & RUTH	ABST 2- LAS YESCAS RANCHO LOT 7
225	143336 7/6-3365-0000-0080-00	KEEN JACKIE D & RUTH	ABST 2- LAS YESCAS RANCHO LOT 8
226	143337 7/6-3365-0000-0090-00	FALCON MARIA E	ABST 2- LAS YESCAS RANCHO LOT 9
227	144898 7/6-8720-1600-0000-00	ATKINSON OVIDIO G & OTILIA	ABST 2- MONTE GRANDE 2 BLK 160-161-162-163, 54, 1300 AC
228	154812 7/8-1010-1430-0200-00	CHERRINGTON CHARLES BONNIE	5 B I CO RES NE BLK 143, 40 5500
229	154859 7/8-1010-1630-0300-00	VASQUEZ ESTELLA E	ABST 2- 5 B I CO PT BLK 163, 3, 400 0 ACRES
230	154860 7/8-1010-1630-0500-00	VASQUEZ ESTELLA E	ABST 2- 5 B I CO BLK 163 PT 69, 88, 5, 5900 ACRES
231	154861 7/8-1010-1640-0100-00	VASQUEZ ESTELLA E	ABST 2- 5 B I CO BLK 164, 16, 6000 ACRES
232	154862 7/8-1010-1640-0200-00	GARCIA NATIVIDAD	78-1010 SAN BENITO IRRIGATION COMP ANY, BLOCK 154 & 163 PT, ACRES 20 D 0
233	154863 7/8-1010-1640-0300-00	VASQUEZ ESTELLA E	ABST 2- 5 B I CO BLK 164, 16, 4400 ACRES
234	154864 7/8-1010-1650-0100-00	VASQUEZ ESTELLA E	ABST 2- 5 B I CO BLK 165, 52, 1000 ACRES
235	154865 7/8-1010-1650-0200-00	Vasquez Estela E	ABST 2- 5 B I CO BLKS 165 & 188, 20, 1800 ACRES
236	154868 7/8-1010-1660-0400-00	Vasquez Estela E	ABST 2- 5 B I CO BLK 166 E, 19, 020 ACRES
237	154923 7/8-1010-1850-0300-00	Vasquez Estela E	78-1010 SAN BENITO IRRIGATION COMP ANY, BLOCK 185, ACRES
238	154924 7/8-1010-1850-0400-00	Vasquez Estela E	ABST 2- 5 B I CO BLK 185 N2, 63E7, 6, 2, 6300 ACRES
239	154925 7/8-1010-1860-0100-00	Vasquez Estela E	ABST 2- 5 B I CO BLK 186 E10541, 49, 10, 0000 ACRES
240	154926 7/8-1010-1860-0200-00	Vasquez Estela E	ABST 2- 5 B I CO N-W-5 PT, BLK 186, 41, 4900 ACRES
241	154927 7/8-1010-1870-0000-00	VASQUEZ ESTELA	SAN BENITO IRRIGATION CO SUBD 50.88 ACRES BLK 187
242	155031 7/8-1010-2170-0200-00	RHYNER WALTER & THELMA	ABST 2- 5 B I CO BLK 217 S, 20, 000 0 ACRES
243	155034 7/8-1010-2180-0300-00	RHYNER WALTER & THELMA	ABST 2- 5 B I CO BLK 218 S, 24, 84 AC
244	160948 7/9-1200-0000-0000-10	MOBLEY ROBERT L	ESPIRITU SANTO GRANT SHARE 12 766,244 OUT OF 779,494 ACRES AKA KEMPNER CITRUS GROVES SUBDIVOL 8 PG 47 (C/M/R)
245	160949 7/9-1200-0000-0003-00	MOBLEY ROBERT L	ESPIRITU SANTO GRANT SHARE 12 10,306 AC OUT OF 849,063 AC AKA BLK 17 KEMPNER CITRUS GROVE
246	160950 7/9-1200-0000-0010-00	R & S FARMS	ESPIRITU SANTO GRANT SHARE 12 34,425 ACS OF 116,553 AC OF 1095,235 ACS
247	160953 7/9-1200-0000-0020-00	SIAS JOSE & IDOLINA	ABST 2 UNSUBDIVIDED SHARE 12 12,22 ACS OF 849,063 ACS (AKA BLK 41 KEMPNER CITRUS GROVES)

A	B	C	D
248	1609541 79-1200-0030-0400-00	MOBLEY ROBERT L	ESPIRITU SANTO GRANT SHARE 12 512.00 ACS OF BLK 40 OUT OF 806.2640 ACS
249	161971 79-1210-0260-0392-00	MARQUEZ JOSE	ESPIRITU SANTO GRANT SHARE 12 91 ACS OF E 120 OF N 240 OF 352.82 AC TRACT
250	161972 79-1210-0260-0590-00	ELLIOTT ROBERTS RANCHES INC	ESPIRITU SANTO GRANT 12 1386 950 ACRES TRACT 2-1 ABST 2
251	161973 79-1210-0260-0690-00	TW & ASSOCIATES RE LTD	ABST2 - UNSUBDIVIDED NE COR SHARE 12 TRACT 2-1 54.7200 ACRES
252	161983 79-1210-0260-0890-00	VF INVESTMENTS LP	ABST2 - UNSUBDIVIDED SHARE 12 TRACT 7-1, 163.4700 ACRES
253	161982 79-1210-0260-0990-00	KARRETS YEVGENIV EUGENE	ESPIRITU SANTO GRANT SHARE 12 112.82 ACRES TRACT 2-1
254	161983 79-1210-0260-1000-00	CAMERON COUNTY IRRIGATION DISTRICT #1	UNSUBDIVIDED - ABST 2 SHARE 12 TRACT 2-1, 19.17 ACRES
255	161984 79-1211-0010-0010-00	TREVINO JESUS & GRISELDA	HI-LAND SUBDIVISION LOT 1 BLK 1
256	161985 79-1211-0010-0020-00	TREVINO JESUS & GRISELDA	HI-LAND SUBDIVISION LOT 2 BLK 1
257	161986 79-1211-0010-0030-00	ALVAREZ EDMUNDO &	HI-LAND SUBDIVISION LOT 3 BLK 1
258	161987 79-1211-0010-0040-00	ALVAREZ EDMUNDO JR & CYNTHIA ANN	HI-LAND SUBDIVISION LOT 4 BLK 1
259	161988 79-1211-0010-0050-00	BUENROSTRO RICARDO	HI-LAND SUBDIVISION LOT 5 BLK 1
260	161989 79-1211-0010-0060-00	CANC JUAN	HI-LAND SUBDIVISION LOT 6 BLK 1
261	161990 79-1211-0010-0070-00	CANC FAUL & EMMA G GONZALEZ	HI-LAND SUBDIVISION LOT 7 BLK 1
262	161991 79-1211-0010-0080-00	RAMIREZ RENE I	HI-LAND SUBDIVISION LOT 8 BLK 1
263	161992 79-1211-0010-0090-00	CEDEILLO LUIS P & PAULINE	HI-LAND SUBDIVISION LOT 9 BLK 1
264	161993 79-1211-0010-0100-00	ORTESGA AGARTTO & ESMERALDA	HI-LAND SUBDIVISION LOT 10 BLK 1
265	161994 79-1211-0010-0110-00	SANCHEZ JOSE O & MARTA O RANGEL	HI-LAND SUBDIVISION LOT 11 BLK 1
266	161995 79-1211-0010-0120-00	AHUMADA GRISELDA	HI-LAND SUBDIVISION LOT 12 BLK 1
267	161997 79-1211-0010-0130-00	RODRIGUEZ PAUL M & ENRIQUETA	HI-LAND SUBDIVISION LOT 13 BLK 1
268	161998 79-1211-0010-0140-00	ESTRADA BLANCA LORENA	HI-LAND SUBDIVISION LOT 14 BLK 1
269	162000 79-1211-0010-0150-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 15 BLK 1
270	162001 79-1211-0010-0160-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 16 BLK 1
271	162003 79-1211-0010-0170-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 17 BLK 1
272	162004 79-1211-0010-0180-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 18 BLK 1
273	162005 79-1211-0010-0190-00	JUDKINS JAMES K	HI-LAND SUBDIVISION LOT 19 BLK 1
274	162006 79-1211-0010-0200-00	GONZALEZ MONICA	HI-LAND SUBDIVISION LOT 20 BLK 1
275	162007 79-1211-0010-0210-00	CONFIDENTIAL	HI-LAND SUBDIVISION LOT 21 BLK 1
276	165391 79-1400-0010-0109-00	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14 464 891 ACRES OUT OF A 1,283,244 ACRES BETWEEN FM 1561 & FM 106
277	165392 79-1400-0010-0109-01	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 135,749 OF 172,58 ACS OF 1,257,6050 AC OUT OF 1,263,244 ACS BETWEEN FM 1561 & FM 106
278	165402 79-1410-0010-0201-10	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 284,1685 ACS OF 1373,198 ACS OUT OF 1453,745 ACRES
279	165402 79-1410-0010-0201-10	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 284,1685 ACS OF 1373,198 ACS OUT OF 1453,745 ACRES

	A	B	C	D
280	165403	79-1410-0010-0201-11	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14, 192 SQ AC OF 1324.3745 AC OF 1373.198 OUT OF 1453.745 ACS
281	165415	79-1410-0080-0010-00	CAMERON COUNTY WATER IMP	UNSUBDIVIDED - ABST 2, LOT 8, ACRES 5.471
282	165425	79-1410-0080-0010-00	CAMERON COUNTY WATER IMP	UNSUBDIVIDED - ABST 2, LOT 8, ACRES 5.471
283	165452	79-1410-0110-0201-00	SAENZ GLORIA	ESPIRITU SANTO GRANT SHARE 14 10.77 ACRES OUT OF 1373.198 ACS OUT OF A 1453.745 AC TRACT
284	165750	79-1510-0090-0360-00	LOF LARRY	ESPIRITU SANTO GRANT - ABST 2 UNSUBDIVIDED SHARE .15 TRACTS E36, E37, E37N, E38 & E39 57.457 ACRES
285	165753	79-1510-0090-0360-00	LOF LARRY	ESPIRITU SANTO GRANT - ABST 2 UNSUBDIVIDED SHARE 15 TRACTS E36, E37, E37N, E38 & E39 57.457 ACRES
286	165752	79-1510-0090-0361-00	AGUILAR GUILLERMO & SANDY POY	ESPIRITU SANTO GRANT UNSUBDIVIDED SH 15 1.257 ACRES PT TR E37 ABST 2
287	165168	79-1700-0040-0100-01	Rancho El Sacrificio Farms, LLC	ABST-2 UNSUBDIVIDED SHARE 17 629 134 ACRES OF 640.156 ACRES OF 653.93 ACRES TRACT D
288	165170	79-1700-0040-0200-00	MENDEZ SANDRA KAY	ABST 2 - UNSUBDIVIDED SHARE 17 TRACT D, 0.9960 ACRES
289	165171	79-1700-0040-0300-00	WATERS BRENDA E & JAIME J WYLAND WATERS	ESPIRITU SANTO GRANT SHARE 17 178.860 ACRES TRACT D
290	165219	79-1701-0010-0010-00	LIRA JOSE LUIS & LENA J	LOT 1 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
291	165220	79-1701-0010-0020-00	MENDEZ RITO	LOT 2 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
292	165221	79-1701-0010-0030-00	SANCHEZ ZEUS S & MARIA G	LOT 3 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
293	165222	79-1701-0010-0040-00	YANES M SANTOS	LOT 4 BLK 1 SAN JOSE NORTH SUBDIVISION AMENDED
294	165231	79-1701-0020-0050-00	SOTO RALPH & LYNDIA A	LOT 5 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
295	165232	79-1701-0020-0060-00	AZUA ARTURO	LOT 6 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
296	165233	79-1701-0020-0070-00	CASTILLO SALVADOR & ELIZABETH L	LOT 7 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
297	165234	79-1701-0020-0080-00	HALEY JEFFERY J & HALEY AMY	LOT 8 BLK 2 SAN JOSE NORTH SUBDIVISION AMENDED
298	165778	79-1900-0150-0100-00	COLIMA RANCH PARTNERSHIP	ABST 2 - UNSUBDIVIDED 5468 71W937.4 3 SHARE 19 TRACT45, 468 7100 ACRES
299	166789	79-1900-0150-0175-00	COLIMA RANCH PARTNERSHIP	ABST 2 - UNSUBDIVIDED N OF BAYVIEW RD SHARE 19 PT TRACT 45, 350.0000 ACRES
300	166807	79-1900-0460-0100-00	COMBE CONCEPCION ET AL	ESPIRITU SANTO GRANT SHARE 19 5 350.10 ACRES OF N 643.1 ACRES PAREDES PARTITION TRACT 46 ABST 2
301	166908	79-1900-0460-0300-00	SCALFE MICHAEL F & JOHN F	ESPIRITU SANTO GRANT SHARE 19 122.290 ACRES PAREDES PARTITION TRACT 46 ABST 2
302	166810	79-1900-0460-0400-00	SCALFE MICHAEL F & SCALFE JOHN F	ESPIRITU SANTO GRANT SHARE 19 121.680 ACRES OF N 232.37 ACRES PAREDES PARTITION TRACT 46 ABST 2
303	165973	79-1900-0500-0201-00	LAGUNA ENCAINTADA LP	ABST 2 - UNSUBDIVIDED SH 19 PT TR 50 N, 673.91 OF 830.93 AC OF 1296.38 AC OF S 1465.60 AC TRACT 50
304	165974	79-1900-0500-0202-00	Film David H.	ESPIRITU SANTO GRANT SHARE 19 227.930 AC OF 1011.78 AC
305	165975	79-1900-0500-0202-10	PEMBEL INVESTMENTS LP	ESPIRITU SANTO GRANT SHARE 19 400.00 ACS OUT OF 551.173 OF 1011.78 AC PT TRACT 50
306	165981	79-1900-0500-0300-00	LAGUNA ENCAINTADA LP	ABST 2 - UNSUBDIVIDED SHARE 19 TRACT 50 S, 31.7 AC OF 207.5 ACS
307	170061	79-2220-0150-0100-00	VALENCIA M L FAMILY & GEORGE ARANGO & LUIS ARANGO	ABST 2 - UNSUBDIVIDED SHARE 22 TR 0-2, 1241.6100 ACRES
308	170061	79-2220-0150-0100-00	VALENCIA M L FAMILY & GEORGE ARANGO & LUIS ARANGO	ABST 2 - UNSUBDIVIDED SHARE 22 TR 0-2, 1241.6100 ACRES

A	B	C	D
309	170063 79-2220-0160-0010-00	LA LEONA ENTERPRISES INC	ABST 2 - UNSUBDIVIDED SHARE 22 TRACT P-2 45.29 ACRES
310	170064 79-2220-0170-0100-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ABST2 - UNSUBDIVIDED SHARE 22 TRACT Q-2, 1582.6000ACRES
311	170065 79-2220-0170-0200-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ABST2 - UNSUBDIVIDED SHARE 22 TRACT Q-2, 172 0000 ACRES
312	170066 79-2220-0180-0100-00	FROST NATIONAL BANK TRUSTEES	ESPIRITU SANTO GRANT SHARE 22 592.100 ACRES TRACT R-2N
313	170066 79-2220-0180-0100-00	FROST NATIONAL BANK TRUSTEES	ESPIRITU SANTO GRANT SHARE 22 592.100 ACRES TRACT R-2N
314	170071 79-2220-0180-0202-00	MAYFIELD CHARLES & TOMMY	ESPIRITU SANTO GRANT SHARE 22 513.80 ACS OUT OF 579.9 ACS OF 4183.6 ACS TRACT AVN MATA DE SANDIA A RANCH- TR R-2 ABST 2
315	170072 79-2220-0180-0203-00	WATERS DONALD B & JANIICE	ESPIRITU SANTO GRANT SHARE 22 TRACT R-2 130.00 ACRES
316	170073 79-2220-0180-0300-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ABST 2.
317	170075 79-2220-0180-0400-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ESPIRITU SANTO GRANT SHARE 22 TRACT R-2 70.00 ACRES
318	170076 79-2220-0180-0500-00	SWEENEY PEYTON SR & THOMAS H TR LEEFE B SWEENEY MARITAL TR	ABST2-UNSUBDIVIDED SH 22 TR R-2.5, 104.5 ACRES
319	170078 79-2220-0190-0100-00	WEIKER EMMA	ESPIRITU SANTO GRANT SHARE 22 25.00 ACRES OUT OF TRACT S-2 E
320	170079 79-2220-0190-0200-00	GONZALES CONCEPCION S HRS	ESPIRITU SANTO GRANT SHARE 22 11.0300 ACRES TRACT 1 VICENTE SANDOVAL HERS PARTITION OF 66.18 ACRES SUR 552 UNRECORDED
321	170080 79-2220-0190-0300-00	CAMERON COUNTY TRUSTEE	ESPIRITU SANTO GRANT SHARE 22 4.9800 ACRES OUT OF 11.03 ACRES TRACT 2 VICENTE SANDOVAL HERS PARTITION OF 66.18 AC SUR 552
322	170094 79-2220-0190-0701-00	ARGULLIN ARMIN	ESPIRITU SANTO GRANT SHARE 22 23.540 ACS OUT OF 76.104 ACRES TRACT S-2
323	170095 79-2220-0190-0702-00	ARGULLIN ARMIN SR	ESPIRITU SANTO GRANT SHARE 22 12.684 ACS OUT OF 38.776 ACS OF 76.104 TRACT S-2
324	170097 79-2220-0190-0703-00	ARGULLIN LIDIA	ABST2 - UNSUBDIVIDED SHARE 22 TRACT T-2, 131.1000 ACRES
325	170098 79-2220-0200-0000-00	WATERS BRENDA E & JAIME LWAYLAND WATERS	ABST2 - UNSUBDIVIDED SHARE 22 TRACT U-2, 150.0000 ACRES
326	170099 79-2220-0210-0000-00	ATKINSON DVI &	ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 1-2 55.200 ACRES
327	170100 79-2220-0220-0010-00	ATKINSON RICHARD	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 1)
328	170101 79-2220-0220-0030-00	GARCIA JOSE ARMANDO	ABST2 - UNSUBDIVIDED SH 22 TR V-2 BLK 4, 43.0000 ACRES
329	170103 79-2220-0220-0040-00	T D FARMS	79-2220 UNSUBDIVIDED - ABST 2 SHAR E 22 TR C O F HAM & O-2, BLOCK 2, 2, PT OF TRACT 5, 10.75 ACS TRACT.
330	170104 79-2220-0220-0050-00	DUENEZ ANTONIO & LUPE V	

A	B	C	D
331	170105179-2220-0220-0051-00	DUENEZ ANTONIO R. LUPE V	ABST 2 - UNSUBDIVIDED PT SH 22 TRV 2 BLK 5, E 10.75 ACRES OF THE WEST 21.50 ACRES. BUILDING ONLY
332	170106179-2220-0220-0052-00	DUENEZ ANTONIO R. LUPE V	UNSUBDIVIDED - ABST 2 SHARE 22 TR C D F H M & O Z. BLOCK 22. PT OF LOT 5, ACRES 10.75
333	170108179-2220-0220-0054-00	DUENEZ ANTONIO R. LUPE V	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT V-2 BLK 5, 10.75 ACRES
334	170111179-2220-0220-0057-00	DUENEZ ANTONIO R. LUPE V	UNSUBDIVIDED - ABST 2 SHARE 22 TRACT V-2, BLK 5, ACRES 10.75
335	170113179-2220-0220-0055-00	GUZALEZ CONRADO	ABST 2 - UNSUBDIVIDED SH 22 TR V-2 BLK 6 PTE 10, 9.5040 ACRES
336	170115179-2220-0230-0010-00	ALFARO NORMA	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 7 [EXHIBIT "B" V. 17242 P 241] 7.02 ACRES OUT OF BLOCKS 3 & 4 & 5 OF THE ALFREDO GARZA HEIRS PARTITION VOL 176 PG 399 [RCC (TRW-2)]
337	170117179-2220-0230-0012-00	ORTEGA NATALIO G JR & LETICIA	BLK 1 ESPIRITU SANTO GRANT SHARE 22 1.00 ACRES OUT OF 30.27 ACS OF THE ALFREDO GARZA HEIRS PARTITION (VOL. 176 PG 339)
338	170118179-2220-0230-0013-00	GARZA XAVIER	BLK 1 ESPIRITU SANTO GRANT SHARE 22 1.21 ACRES OUT OF 30.27 ACRES OF THE ALFREDO GARZA HEIRS PARTITION (VOL. 176 PG 339)
339	170119179-2220-0230-0014-00	GUERRERO ERNESTINA	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 5 [EXHIBIT "B" V. 17242 P 241] 7.24 ACRES OUT OF BLOCKS 3 & 4 & 5
340	170121179-2220-0230-0021-00	SANCHOVAL MANUEL & DALIA SANTOS	BLK 2 ESPIRITU SANTO GRANT SHARE 22 30.27 ACRES OF THE ALFREDO GARZA HEIRS PARTITION (VOL. 176 PG 339)
341	170126179-2220-0230-0030-00	ALFARO NORMA LINDA	BLK 3 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 3 [EXHIBIT "B" V. 17242 P 241] 22.7025 ACRES OUT OF BLOCKS 3 & 4 & 5
342	170127179-2220-0230-0043-00	GUERRERO ERNESTINA	BLK 4 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 4 [EXHIBIT "B" V. 17242 P 241] 22.7025 ACRES OUT OF BLOCKS 3 & 4 & 5
343	170128179-2220-0230-0050-00	DTL PROPERTIES LLC	ABST 2 - UNSUBDIVIDED SH 22 TR W-2, BLK 5, NKA TRACT 1 [EXHIBIT "B" V. 17242 P 241] 22.7025 ACRES OUT OF BLOCKS 3 & 4 & 5
344	170129179-2220-0230-0060-00	ESCOBEDO ROGERIO G	ABST 2 - UNSUBDIVIDED SH 22 TR W-2, BLK 6, 30.2700 ACRES UNSUBDIVIDED SH 22 TR W-2 1.00 ACRE OUT OF 28.27 AC BIK 1
345	170131179-2220-0230-0070-01	VASQUEZ VELUMA	ABST 2 - UNSUBDIVIDED SH 22 TR W-2 7.510 AC OUT OF 25.05 AC TRACT 7 ALFREDO GARZA HEIR PARTITION (VOL. 176 PG 339 (CCDR))
346	170133179-2220-0230-0072-00	RANGEL ADRIANA	ESPIRITU SANTO GRANT SHARE 22 30.2700 ACRES OUT OF TRACT W-2 BLK 8
347	170136179-2220-0230-0080-00	LEDET DANIEL M ET UX	
348	170137179-2220-0230-0090-00	WINGERT PETER L & MARYANN M	ABST 2 - UNSUBDIVIDED SH 22 TR W-2 BLK 9, 30.2700 ACRES

A	B	C	D
349	170138 79-2228-0230-0100-00	MAUGHAN REY G & RUTH G MAUGHAN TRS	ABST 2 - UNSUBDIVIDED SH 22 TR W-2 BLK 10, 30, 2700 ACRES
350	170139 79-2228-0240-0100-00	PIKE TREE CONSERVATION SOCIETY INC	79-2220 UNSUBDIVIDED - ABST 2 SHAR E 22 TRACT X-2
351	170143 79-2228-0260-0100-00	T D FARNS	ESPIRITU SANTO GRANT SHARE 22 111.4800 ACRES N 1/2 TRACT Z-2
352	170144 79-2228-0260-0200-00	RIO HONDO IMPLEMENT CO INC	ESPIRITU SANTO GRANT SHARE 22 89.140 ACRES N 1/2 TRACT Z-2
353	170407 79-2228-0010-0010-00	SEPULVEDA ROSA	LAS YESCAS SUBDIVISION II LOT 1 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
354	170408 79-2228-0010-0020-00	SILVA BEATRIZ	LAS YESCAS SUBDIVISION II LOT 2 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
355	170409 79-2228-0010-0030-00	MAV ERIC E & ADRIANA Y	LOT 3 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-8 (CCMR)
356	170410 79-2228-0010-0040-00	HERNANDEZ OSCAR & LISA	LOT 4 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-8 (CCMR)
357	170411 79-2228-0010-0050-00	LUCIO DANIEL & ANA LAURA LUCIO	LOT 5 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-8 (CCMR)
358	170412 79-2228-0010-0060-00	GALVAN-MARTINEZ VICTORIA	LAS YESCAS SUBDIVISION II LOT 6 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
359	170413 79-2228-0010-0070-00	HILL ROBERTO & SYLVIA	LAS YESCAS SUBDIVISION II LOT 7 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
360	170414 79-2228-0010-0080-00	ATKINSON ANGELINA	LAS YESCAS SUBDIVISION II LOT 8 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
361	170415 79-2228-0010-0090-00	SAENZ RAYMUNDO & PATRICIA	LAS YESCAS SUBDIVISION II LOT 9 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
362	170416 79-2228-0010-0100-00	VILLARREAL MARISELA	LAS YESCAS SUBDIVISION II LOT 10 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
363	170417 79-2228-0010-0110-00	LUCIO LUCILA S	LOT 11 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-8 (CCMR)
364	170418 79-2228-0010-0120-00	LUCIO LUIS G	LOT 12 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-8 (CCMR)
365	170419 79-2228-0010-0130-00	DIAZ ELIAS F & OLIVIA G	LAS YESCAS SUBDIVISION II LOT 13 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
366	170420 79-2228-0010-0140-00	REYES DELIA	LAS YESCAS SUBDIVISION II LOT 14 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
367	170421 79-2228-0010-0150-00	ZAMORA MIGUEL A	LOT 15 BLK 1 LAS YESCAS SUBDIVISION II (CAB 1 SLOT 1968-8 (CCMR)
368	170422 79-2228-0010-0160-00	ORTEGA ESMANUEL SR ET AL	LAS YESCAS SUBDIVISION II LOT 16 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
369	170423 79-2228-0010-0170-00	ORTEGA ESMANUEL JR & MELISSA R	LAS YESCAS SUBDIVISION II LOT 17 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
370	170424 79-2228-0010-0180-00	RODRIGUEZ JOSE M	LAS YESCAS SUBDIVISION II LOT 18 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)
371	170425 79-2228-0010-0190-00	ORTEGA EDORIE	LAS YESCAS SUBDIVISION II LOT 19 BLK 1 (CAB 1 SLOT 1968-8 (CCMR)

A	B	C	D
372	170428 79-2228-0010-0200-00	RODRIGUEZ SUSANA	LAS YESCAS SUBDIVISION II LOT 20 BLK 1 (CAB 1 SLOT 1968-B (CCMARI)
373	170427 79-2228-0010-0210-00	ORTEGA EDDIE	LAS YESCAS SUBDIVISION II LOT 21 BLK 1 (CAB 1 SLOT 1968-B (CCMARI)
374	170428 79-2228-0010-0220-00	MARTINEZ GILBERT & CLAUDIA	LAS YESCAS SUBDIVISION II LOT 22 BLK 1 (CAB 1 SLOT 1968-B (CCMARI)
375	170429 79-2228-0010-0230-00	MARTINEZ GILBERT & CLAUDIA	LAS YESCAS SUBDIVISION II LOT 23 BLK 1 (CAB 1 SLOT 1968-B (CCMARI)
376	170430 79-2228-0010-0240-00	CERVANTES JOEL & BLANCA	LAS YESCAS SUBDIVISION II LOT 24 BLK 1 (CAB 1 SLOT 1968-B (CCMARI)
377	170431 79-2228-0010-0250-00	BAEZ MODESTO	LAS YESCAS SUBDIVISION II LOT 25 BLK 1 (CAB 1 SLOT 1968-B (CCMARI)
378	170434 79-2230-0010-0020-00	CAMERON COUNTY TRUSTEE	ESPIRITU SANTO GRANT SHARE 22 5,040 OUT OF 11 03 AC - TRACT 2 VICENTE SANDOVAL HEIRS PARTITION 56.18 ACS SUR 552 UNRECORDED
379	170438 79-2230-0010-0031-00	VILLAREAL JOSE LUIS	ESPIRITU SANTO GRANT SHARE 22 8.00 ACRES OUT OF TRACT 3 VICENTE SANDOVAL HEIRS PARTITION 66.18 ACRES SUR 552 UNRECORDED
380	170437 79-2230-0010-0040-00	REVILLA JOSE G	ESPIRITU SANTO GRANT SHARE 22 7.03 ACRES OUT TRACT 4 VICENTE SANDOVAL HEIRS PARTITION 66.18 ACRES SUR 552 UNRECORDED
381	170438 79-2230-0010-0050-00	CARRASCO NOE	ESPIRITU SANTO GRANT SHARE 22 11.030 ACRES TRACT 5 VICENTE SANDOVAL HEIRS PARTITION 66.18 ACRES SUR 552 UNRECORDED
382	170439 79-2230-0010-0060-00	ZUNIGA SILVERIO & REFUGIA V TR OF ZUNIGA FAM TR	ESPIRITU SANTO GRANT SHARE 22 11.030 ACRES TRACT 6 VICENTE SANDOVAL HEIRS PARTITION 66.18 ACRES SUR 553 UNRECORDED
383	170487 79-2230-0050-0200-00	NEWELL DAVID	ESPIRITU SANTO GRANT SHARE 22 49.270 ACRES OUT OF SURVEY 604 AND LA TINA RANCH TR E-3
384	170493 79-2230-0050-0308-02	GONZALES CONRADO	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 9.0810 ACRES
385	170495 79-2230-0050-0308-03	MONTALVO MARCELA	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 31.5120 ACRES
386	170498 79-2230-0050-0308-04	TAMAYO EDNA	ABST 2 - UNSUBDIVIDED PT SHARE 22 TRACT E-3, 18.8520 ACRES
387	170498 79-2230-0050-0308-06	CABRERA CRISTOBAL	ESPIRITU SANTO GRANT SHARE 22 6.304 ACS OF 31.5190 ACS TRACT E-3 UNSUBDIVIDED
388	170499 79-2230-0050-0308-07	GONZALES JOSE R ET AL	ABST 2 - UNSUBDIVIDED PT SHARE 22 24.519 ACRES TRACT E-3
389	170500 79-2230-0050-0308-08	GRACIA JOSE ARNOLDO	ESPIRITU SANTO GRANT SHARE 22 25.215 ACS OUT OF 31.519 ACS TRACT E-3 UNSUBDIVIDED
390	170503 79-2230-0050-0308-11	ATKINSON RICHARD	ABST 2 - UNSUBDIVIDED TRACT IX (PRIVATE ROAD) SHARE 22 TRACT E-3, 0.8470 ACRES
391	241859 79-1800-0500-0210-00	Elfin David H.	ESPIRITU SANTO GRANT SHARE 19 23.2500 AC OF 101.178 ACS LOT 37 LOS POTREROS SUBDIVISION PHASE I CI 2756-A8 (CCMARI)
392	244400 78-1896-0000-0370-00	LA CUESTA PARTNERS LTD	

A	B	C	D
393	244401 79-1896-0000-0380-00	LA CUESTA PARTNERS LTD	LOT 38 LOS POTREROS SUBDIVISION PHASE 1 C1 2756-A8 CCMR
394	244402 79-1896-0000-0390-00	LA CUESTA PARTNERS LTD	LOT 39 LOS POTREROS SUBDIVISION PHASE 1 C1 2756-A8 CCMR
395	244403 79-1896-0000-0400-00	LA CUESTA PARTNERS LTD	LOT 40 LOS POTREROS SUBDIVISION PHASE 1 C1 2756-A8 CCMR
396	244802 79-2220-0220-0031-00	TREVINO ALFREDO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 2)
397	244803 79-2220-0220-0032-00	GALLEGOS RANDY ADAM & PATRICIA TREVINO GALLEGOS	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 3)
398	244804 79-2220-0220-0033-00	CARPENTER NIARY & JESSEE TREVINO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 4)
399	244805 79-2220-0220-0034-00	TREVINO EMILIO JR & TREVINO HDALESCIO	ESPIRITU SANTO GRANT SHARE 22 TR V-2 BLK 3 8.60 OF 43.00 ACRE ABST 2 (TRACT 5)
400	244905 79-2120-0010-0111-00	MARTINEZ GERARDO B	ABST2 - ARROYO GARDENS UNIT 2 E PT OF LOT 11 5.188 ACRES BLK A
401	356591 79-1200-0000-0150-00	JIMENEZ JOSE & JIMENEZ JACINTA D	ESPIRITU SANTO GRANT SHARE 12 14.78 ACRES OUT OF 794.264 ACRES/JAKA BLK 15 KEMPNER CITRUS GROVES SUBD VOL 8 PG 74 CCMR)
402	356946 79-2140-0060-0261-00	OSHER HENRY PACKARD	ABST2 - ARROYO GARDENS UNIT 4 LOT 26 BLK F, 11.5000 ACRES
403	357980 79-1200-0000-0160-00	QUINZ ANGEL ET AL	ESPIRITU SANTO GRANT SHARE 12 13.24 AC OUT OF 779.484 ACRES AKA BLK 16 KEMPNER CITRUS GROVES SUB (VOL 8 PG 47 CCMR)
404	359975 79-2120-0010-0260-00	LOCKETT FORD LEE III	ABST2 - ARROYO GARDENS UNIT 2 LOT 26 BLK A, 10 ACRES ESPIRITU SANTO GRANT SHARE 14, 626.206 ACS OF 1373.198 ACS OUT OF 1453.745 ACRES
405	361424 79-1410-0010-0202-00	J & J PARTNERS LTD	ESPIRITU SANTO GRANT SHARE 14, 221.50 AC OF 1324.3745 AC OF 1373.198 OUT OF 1453.745 ACS
406	361493 79-1410-0010-0203-00	J & J PARTNERS LTD	ARROYO GARDENS UNIT 4 SUBDIVISION 10.67 ACRES LOT 57 BLK F
407	366654 79-2140-0050-0573-00	KARPETS YEVGENY EUGENE	ABST2 - ARROYO GARDENS UNIT 1 BLK 71 5.50 AC OUT OF 11.00 ACRES
408	371961 79-2110-0710-0010-01	INFANTE NICOLAS M & MARGARITA C	ABST2 - UNSUBDIVIDED SH 22 TR W-2 BLK 5, AKA TRACT 2 (EXHIBIT "B" V. 17242 P 241) 22.7025 ACRES OUT OF BLOCS 3, 4 & 5
409	373769 79-2220-0230-0051-00	GARZA ERNESTO	BLK 1 ESPIRITU SANTO GRANT SHARE 22 AKA TRACT 6 (EXHIBIT "B" V. 17242 P 241) 4.551 ACRES OUT OF BLOCS 3, 4 & 5 OF THE ALFREDO GARZA HERS PARTITION VOL 176 PG 399 CRCC (TRW-2)
410	373787 79-2220-0230-0015-00	GARZA GILBERTO G	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 8 (EXHIBIT "B" V. 17242 P 241) 7.24 ACRES OUT OF BLOCS 3, 4 & 5 OF THE ALFREDO GARZA HERS PARTITION VOL 176 PG 399 CRCC (TRW-2)
411	373789 79-2220-0230-0011-00	GARZA ERNESTO	BLK 1 ESPIRITU SANTO GRANT SHARE 22 NKA TRACT 8 (EXHIBIT "B" V. 17242 P 241) 7.24 ACRES OUT OF BLOCS 3, 4 & 5 OF THE ALFREDO GARZA HERS PARTITION VOL 176 PG 399 CRCC (TRW-2)

A	B	C	D
412	374733 79-1400-0010-0003-02	SAENZ TOMAS & NORMA C SAENZ	ESPIRITU SANTO GRANT SHARE 14, 36 831 AC OF 172.58 ACS OF 1,257,6050 AC OUT OF 1,263,244 ACS BETWEEN FM 1561 & FM 106
413	380183 79-1900-0500-0107-00	LA CUESTA PARTNERS LTD	48ST2- UNSUBDIVIDED SH 19 PT TR 50 N, 157 02 ACS OUT OF 230.99 AC OF 1296.38 AC OF 5 1465.60 AC TRACT 50
414	380584 73-2110-0870-0010-00	WATERS DONALD BURL	BLK 82 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 ACRES
415	380683 73-2110-0820-0011-00	WATERS DONALD B & JANICE	BLK 87 ARROYO GARDENS UNIT 1 SUBDIVISION 15.50 ACRES
416	385167 73-2140-0060-0041-00	CHOUIK ALBERT J	48ST2 - ARROYO GARDENS UNIT 4 LOT 4, 10, 11, 12, 13 BLK F, 59.53 ACS
417	386294 79-1210-0260-0510-00	SANTA ROSA DE ANAHUAC INC	ESPIRITU SANTO GRANT 12,199.50 ACRES TRACT 2-1 48ST 2

Exhibit 2
Location of Qualified Investment/Qualified Property

All Qualified Property owned by the Applicant and located within the boundaries of both the Los Fresnos Consolidated Independent School District and the Cameron Wind Reinvestment Zone No. 1 will be included in and subject to this Agreement. Specifically, all Qualified Property of the Applicant located in the following sections of land is included, to wit: See Exhibit 1.

Exhibit 3
Description of the Applicant's Qualified Investment/Qualified Property

The Cameron Wind I Project will consist of a wind-powered electric generating facility with an operating capacity of approximately 165 megawatts. The exact number of turbines and foundations will depend on the nameplate capacity of the turbine selected. The additional improvements of Qualified Property for the Cameron Wind I Project include but are not limited to:

- Up to 97 wind turbine generator foundations, anchor bolt embeds & template mounting rings;
- An electric substation including power transformers, associated circuit breakers, switches, reactive power compensation equipment and control building & fencing of perimeter;
- Operations & Maintenance Building with offices, warehouse & all standard utilities (i.e. telephone, water, drainage, sewer, etc.);
- Underground power cables from wind turbines to substation with various cable accessories including junction boxes;
- Roadwork sloped for drainage, with turnouts from public roads;
- Permanent meteorological towers, quality and location of which to be determined by final layout turbine;
- Underground communication cables;
- Wind turbine lighting per FAA requirements.