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Amarillo, TX 79105-9158

November 18, 2016

Ms. Stephanie Jones  
Research Analyst  
Economic Analysis  
Local Government Assistance and Economic Development Division  
Texas Comptroller of Public Accounts  
LBJ State Office Building  
111 E. 17<sup>th</sup> Street  
Austin, TX 78774

*Via Email and Federal Express*

Re: App. No. 386 –Clarendon ISD-Salt Fork Wind, LLC

Dear Ms. Jones:

Enclosed please find a hard copy of the fully executed Amendment No. 1 to the Limitation on Appraised Value Agreement for Property Subject to School District Maintenance and Operations Taxes between the above-noted parties. A CD containing this document is also enclosed.

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

Sincerely yours,

A handwritten signature in blue ink that reads "James Wester".

James Wester

FS/ph  
Encl.  
KR45AND00D42UB

**AMENDMENT NO. 1  
TO LIMITATION ON APPRAISED VALUE AGREEMENT  
FOR PROPERTY SUBJECT TO SCHOOL DISTRICT  
MAINTENANCE AND OPERATIONS TAXES BETWEEN  
CLARENDON INDEPENDENT SCHOOL DISTRICT AND SALT FORK WIND, LLC  
(Comptroller Application No. 386)**

This **AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT** (this “**Amendment No. 1**”) is entered into by and between **SALT FORK WIND, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32035855454 (the “**Applicant**”), and **CLARENDON INDEPENDENT SCHOOL DISTRICT** (the “**District**”). The Applicant and the District may hereafter be referred to together as the “**Parties**” and individually as a “**Party**.” Undefined capitalized terms herein shall have the meaning given to them in the Agreement (as defined below).

**WITNESSETH:**

**WHEREAS**, on or about June 16, 2014, pursuant to Chapter 313 of the Texas Tax Code (the “**Code**”), after conducting a public hearing on the matter, the District made factual findings, and passed, approved, and executed (i) that certain Limitation on Appraised Value Agreement for Clarendon Independent School District dated June 16, 2014, by and between the District and the Applicant (the “**Agreement**”) and (ii) those certain Findings of Fact of the District (“**Findings**”);

**WHEREAS**, Applicant has provided notice to the District of its request to increase the size of the Project located within the District’s boundaries by increasing the wind-powered electric generating facility from the original forty-one (41) turbines (82 megawatts) to sixty-three (63) turbines (126 megawatts), which is an increase of twenty-two (22) turbines (44 megawatts);

**WHEREAS**, pursuant to Section 11.2 of the Agreement, the Parties desire and have agreed to amend **EXHIBIT 4** (Description and Location of Qualified Property) of the Agreement to increase the size of the Project located within the District’s boundaries to sixty-three (63) turbines (126 megawatts);

**WHEREAS**, the Salt Fork Wind Project is a single two hundred twenty-eight (228) megawatt wind farm that spans two (2) school districts, including the District. The Chapter 313 Applications for Appraised Value Limitation (“**Applications**”) were submitted and approved for both ISDs and the applicant/owner at the time of the Applications, Cielo Wind Services, Inc. (“**Cielo**”), attached a Request for Waiver of Job Creation Requirement (“**Job Waiver Request**”) to both Applications. The Job Waiver Request in both Applications was for a reduction from the minimum of ten (10) new permanent full-time jobs to seven (7) new permanent full-time jobs. The reference to a total of seven (7) new permanent full-time jobs in the Job Waiver Request in each application was an aggregate total for the entire wind farm Project. Cielo made an error in requesting a waiver for seven (7) new permanent full-time jobs in both Applications creating a total job requirement for the Project of fourteen (14) new permanent full-time jobs. The Job Waiver Request states that the industry standard is one full-time employee for every fifteen (15) to twenty (20) turbines. The Project, as amended in this Amendment No. 1, contemplates fifty-

one (51) turbines located in another school district and sixty-three (63) turbines located in the District. Clearly, fourteen (14) new permanent full-time jobs is not consistent with a one hundred fourteen (114) turbine wind farm Project. Thus, Applicant's current parent company, EDF Renewable Energy, has provided a Supplemental Job Waiver Request ("**Supplemental Job Waiver Request**") requesting that the District amend its Findings and the Agreement to reflect three (3) new permanent full-time jobs in another school district and four (4) new permanent full-time jobs in the District for a total of seven (7) new permanent full-time jobs for the entire wind farm Project;

**WHEREAS**, the Parties would like to correct the errors and clarify the correct number of jobs in the Application, Agreement, and Findings and to confirm that the Agreement and Findings are amended to the extent necessary to comport with the correction of the number of jobs;

**WHEREAS**, the Parties notified the Comptroller of the Amended Application and the request for this Amendment No. 1 on August 1, 2016, and the Comptroller provided notice on October 20, 2016, that it had no objection to this Amendment No. 1;

**WHEREAS**, on November 14, 2016, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, the Board of Trustees determined that this Amendment No. 1 is in the best interest of the District and the State of Texas and is consistent with and authorized by Chapter 313 of the Code, and has hereby approved the form of this Amendment No. 1 and authorized the District's representative, whose signature appears below, to execute and deliver such Amendment No. 1 to the Applicant;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree to amend the Agreement and Findings as follows:

1. **Amendment.**

a. Agreement.

- i. Exhibit 3. **EXHIBIT 3** to the Agreement shall be deleted and replaced with the attached **EXHIBIT 3**.
- ii. Exhibit 4. **EXHIBIT 4** to the Agreement shall be deleted and replaced with the attached **EXHIBIT 4**.
- iii. References to Number of Jobs. To the extent that the Agreement references the number of qualifying jobs relating to the Project, the Agreement is hereby amended consistent with the correction herein to four (4) new permanent full-time jobs.

b. Findings.

- i. References to Size of Project. To the extent that the Findings reference the size of the Project located within the District's boundaries, the Findings are hereby amended consistent with the increase herein to sixty-three (63) turbines (126 megawatts).
- ii. References to Number of Jobs. All references in the Findings to seven (7) jobs are hereby modified and replaced with four (4) jobs.
- iii. Attachment I. Attachment I, being the Job Waiver Request, to the Findings is hereby deleted and replaced with the attached Supplemental Job Waiver Request.

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 1, all of the terms, conditions, provisions and covenants of the Findings and Agreement are ratified and shall remain in full force and effect, and the Agreement and this Amendment No. 1 shall be deemed to constitute a single instrument or document, and the Findings and this Amendment No. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 1 and the Agreement or this Amendment No. 1 and the Findings, the terms of this Amendment No. 1 shall prevail. A copy of this Amendment No. 1 shall be delivered to the Donley County Appraisal District and to the Texas Comptroller to be posted on the Texas Comptroller's internet website.

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

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

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

*[Signature page follows]*

APPROVED AND EFFECTIVE as of the 14th day of November, 2016.

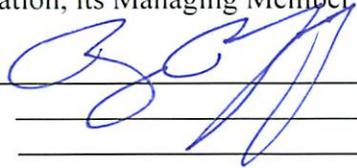
**SALT FORK WIND, LLC**

a Delaware limited liability company

By: EDF-RE US Development, LLC

a Delaware limited liability company, its Manager

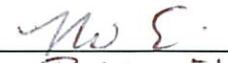
By: EDF Renewable Development, Inc., a Delaware corporation, its Managing Member

By:  Date: 11/14/2016  
Name: Ryan Pfaff Executive Vice President  
Title: Development

**CLARENDON INDEPENDENT SCHOOL DISTRICT**

By:  Date: 11/17/16  
Name: Wayne Hardie  
Title: Board President

ATTEST:

By:   
Name: Robin Ellis  
Title: Board Secretary

## EXHIBIT 4

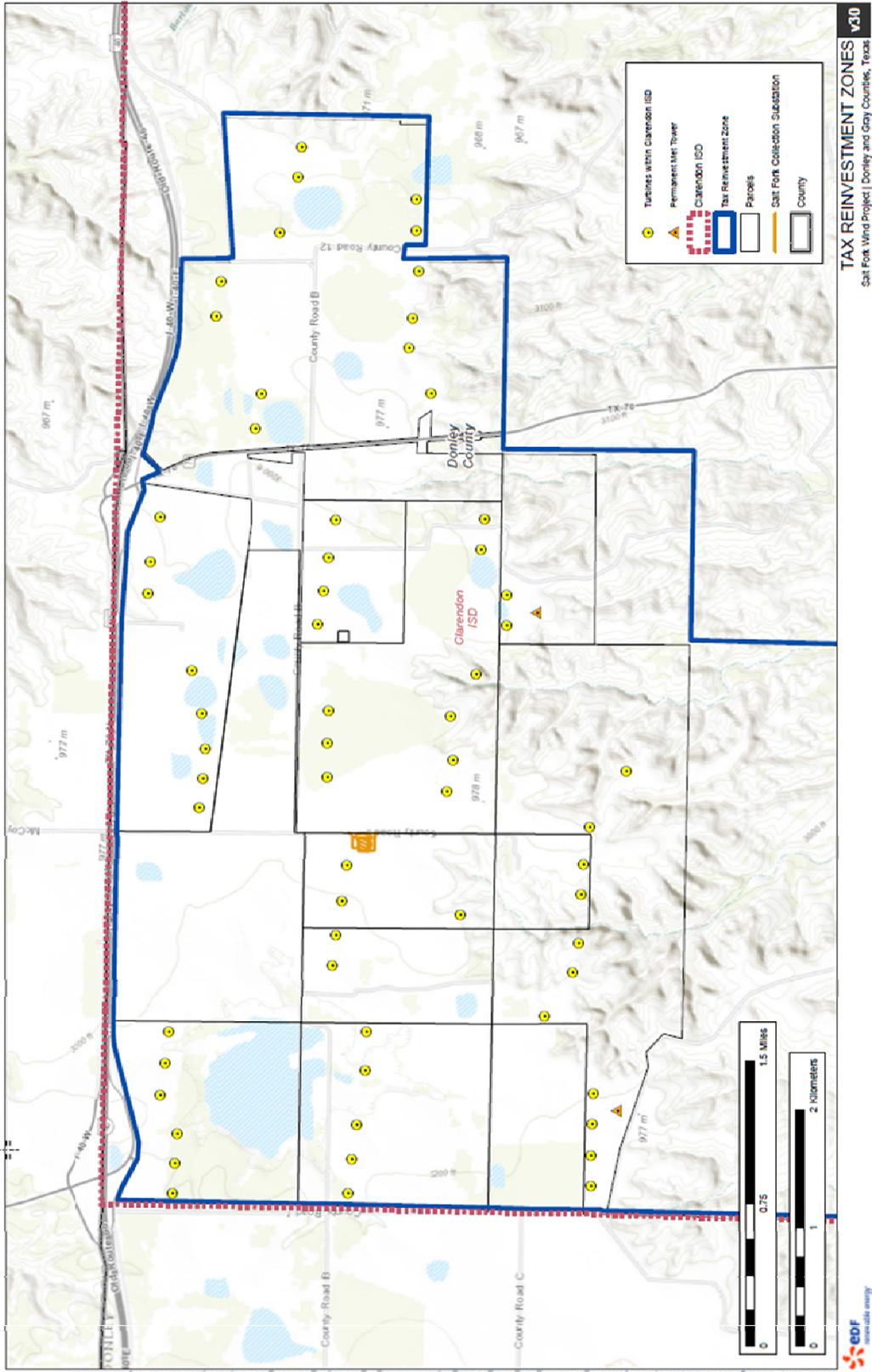
### DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Salt Fork Wind will consist of a wind-powered electric generating facility with an operating capacity of approximately 228 megawatts. The exact number of turbines and foundations will depend on the nameplate capacity of the turbine selected. The turbine size will be between 1.8 and 2.3 MW.

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

- Up to 63 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.

See also project map on next page.



**Agreement for Limitation on Appraised Value**  
Between Clarendon ISD and Salt Fork Wind, LLC (App No. 386)  
November 14, 2016

*Texas Economic Development Act Agreement*  
*Comptroller Form 50-286 (January 2014)*

# FINDINGS OF FACT - ATTACHMENT I

## Supplemental Job Waiver Request



EDF Renewable Energy  
15445 Innovation Drive  
San Diego, CA 92128  
T : 858.521.3323

July 18, 2016

Mr. Mike Norrell, Superintendent  
Clarendon Consolidated Independent School District  
PO Box 610  
Clarendon, TX 79226

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

Dear Mr. Norrell,

This letter is to advise you that Salt Fork Wind, LLC, through EDF Renewable Development, Inc., an indirect owner of a controlling interest in Salt Fork Wind, LLC, 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 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.

Salt Fork Wind, LLC, requests that Clarendon ISD'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 a total of approximately seven (7) permanent jobs, but for this application, Clarendon ISD, there will be four (4) permanent jobs.

As background information on the creation of full-time jobs by wind energy projects, these type 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 a wind project once construction operations cease and commercial operations begin.



EDF Renewable Energy  
15445 Innovation Drive  
San Diego, CA 92128  
T : 858.521.3323

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.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Pfaff", written over a light blue horizontal line.

EDF Renewable Development, Inc., Managing Member of  
EDF-RE US Development, LLC, Manager of  
Salt Fork Wind, LLC

Ryan Pfaff  
Executive Vice President, Development