

After Recording, Return To:

Chicago Title Insurance Company
2828 Routh, Suite 800
Dallas, TX 75201
Attn: Joycelyn Armstrong

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (this “**Surface Use Agreement**”) is made effective June __, 2013 (the “**Effective Date**”) among **LUMINANT MINERAL DEVELOPMENT COMPANY LLC**, a Texas limited liability company (including its successors and assigns, “**Mineral Owner**”), **LUMINANT GENERATION COMPANY LLC**, a Texas limited liability company (including its successors and assigns, “**Luminant Generation**”), and the following parties (including each of their successors and assigns, collectively, the “**Surface Owners**”): **TRAMMELL CROW COMPANY NO. 43 LTD.**, a Texas limited partnership (“**TCC No. 43**”), in its capacity as managing agent for the parties for which TCC No. 43 is shown to be acting in such capacity on the signature pages of this Surface Use Agreement (hereafter the “**Billingsley Surface Owners**”), the **CITY OF COPPELL, TEXAS**, a political subdivision of the State of Texas (“**Coppell**”) and the **COPPELL INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (“**CISD**”).

RECITALS:

A. Surface Owners are the owners of (or simultaneously with the execution of this Surface Use Agreement will become the owners of) the surface estate in the real property located in Dallas County, Texas described on Exhibit A attached hereto and made a part hereof (the “**Conveyed Northlake Premises**”).

B. Mineral Owner is the owner of the mineral estate in the Conveyed Northlake Premises (the “**Mineral Estate**”).

C. The portions of the conveyed Northlake Premises that were conveyed in 2006 and 2008 included limited surface waivers in favor of the grantees which may not be effective because the Mineral Estate had already been conveyed to Mineral Owner (or its predecessors) and Mineral Owner and the Surface Owners desire to ensure that the limited surface waiver applies to the entire Conveyed Northlake Premises.

D. Luminant Generation is the owner of the parcels described on Exhibit B attached hereto and made a part hereof (the “**Drill-site Tracts**”) that it intends to make available to Mineral Owner for the purpose of mining, drilling, testing, exploring, fracture stimulating, producing, operating, completing, storing, processing, removing, transporting, marketing and developing oil, gas and other minerals on the Drill-site Tracts (“**Mineral Development Operations**”).

E. Surface Owners, Mineral Owner and Luminant Generation desire to provide for orderly Mineral Development Operations.

F. Simultaneously with the execution of this Surface Use Agreement, Luminant Generation is releasing certain surface and subsurface easements reserved over a portion of the Conveyed Northlake Premises for oil and gas transmission purposes and certain of the Billingsley Surface Owners and Mineral Owner desire to provide for the grant to Mineral Owner of surface and subsurface easements over the portion of the Conveyed Northlake Premises described herein as the “**Oil and Gas Transmission Easement Area**” for oil and gas transmission purposes.

NOW, THEREFORE, for and in consideration of the covenants of the parties set forth in this Surface Use Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Oil and Gas Transmission**

1.1 **Oil and Gas Transmission Easement Area.** Access and oil and gas transportation supporting Mineral Development Operations shall be confined to the property described on Exhibit C-1 and Exhibit C-2 attached hereto and made a part hereof (the "**Oil and Gas Transmission Easement Area**"), or publicly dedicated streets and roads, subject to the terms of this Surface Use Agreement. Any pipelines installed in the Oil and Gas Transmission Easement Area shall be located only in or on the property described on Exhibit C-1 hereto and shall be constructed in accordance with applicable Department of Transportation regulations and any applicable State of Texas regulations adopting such federal standards, establishing minimum construction standards for pressurized natural gas pipelines. Mineral Owner shall not construct pits on the Oil and Gas Transmission Easement Area for any purpose.

1.2 **Grant of Oil and Gas Transmission Easement.** Coppell, CW Shoreline Land, Ltd. and Trammell Crow Company No. 43, Ltd. (collectively, "**Grantor**") hereby grant and convey to Mineral Owner perpetual nonexclusive easements over, through, on, under and across the Oil and Gas Transmission Easement Area for the following purposes (collectively, the "**Oil and Gas Transmission Easement**"), subject to easements, covenants, conditions, and restrictions of record existing as of the Effective Date:

1.2.1 Transportation of hydrocarbons and/or natural gas plus water and byproducts used in, or produced by, operations for extraction of minerals ("**Pipeline Operations**"); and

1.2.2 Vehicular access and use as well as rights of ingress and egress in connection with Mineral Owner's Pipeline Operations.

1.2.3 In connection with the foregoing, Mineral Owner shall have the right within the Oil and Gas Transmission Easement Area:

(a) to lay, repair, maintain, operate and remove pipelines and to replace existing lines with other lines for the transportation of oil or gas (and their products), water or any other fluid or substance;

(b) to install valves, fittings, meters and similar appurtenances, including, without limitation, above-ground appurtenances, as may be necessary or convenient for the operation of the lines installed by Mineral Owner;

(c) to erect, repair, maintain, operate, patrol and remove electric lines, graphite and steel anodes and other devices for the control of pipeline corrosion, over, through, on, under and across the Oil and Gas Transmission Easement Area;

(d) to select the route of all pipelines, electric lines and other lines;

(e) to enter the Oil and Gas Transmission Easement Area for purposes of exercising the rights granted to Mineral Owner in this Surface Use Agreement; and

(f) to do any and all things that may be required for the enjoyment of the rights granted to Mineral Owner in this Surface Use Agreement.

1.3 **Reservations.** Grantor reserves for Grantor and Grantor's successors and assigns, the right to convey rights and/or easements encumbering or which may encumber the Oil and Gas Transmission Easement Area to others and to pave and landscape the surface of the Oil and Gas Transmission Easement Area for drives, curbing, and medians, and to construct fences as permitted by Applicable Law, so long as such additional transfer is subject to the Oil and Gas Transmission Easement, subordinate to the Mineral Owner's rights hereunder and, so long as Grantor's exercise of such rights does not interfere with Mineral Owner's construction, reconstruction, repair or maintenance of facilities on and under the Oil and Gas Transmission Easement Area, and is not for the purpose of installing or operating an oil and/or natural gas pipeline or appurtenances thereto. After doing any work in connection with the construction, operation, or repair of facilities within the Oil and Gas Transmission Easement Area, Mineral Owner shall repair the surface of the Conveyed Northlake Premises affected by such work to as close to the condition in which it was found before such work was undertaken to the extent reasonably practicable.

2. **Limited Surface Waivers.** Subject to the terms and conditions of this Surface Use Agreement, Mineral Owner hereby waives, releases and relinquishes the right to enter upon or use the surface of the Conveyed Northlake Premises or any portion of the surface estate thereof for any purpose including, without limitation, for the purpose of Mineral Development Operations on the surface. Notwithstanding anything herein to the contrary, the foregoing shall not be construed as waiving, releasing or relinquishing in any way any of the Mineral Estate or Mineral Owner's rights to use, explore for, develop and produce from the Mineral Estate, by pooling, or by wells drilled and other subsurface operations in and under the Conveyed Northlake Premises (including, without limitation, directional or horizontal drilling techniques, fracturing and other completion operations) originating from surface locations (including, without limitation, the Drill-site Tracts) not on the Conveyed Northlake Premises; provided, however, that the well bore for any underground oil or gas well that enters the subsurface of the Conveyed Northlake Premises shall be at a depth of at least 3,000 feet below the surface of the Conveyed Northlake Premises. The foregoing waiver shall not, however, affect or impair Mineral Development Operations or Pipeline Operations in or on the Drill-site Tracts or the Oil and Gas Transmission Easement Area, respectively. In the event of any conflict between this Section 2 and any other covenant, condition or restriction between or among Mineral Owner and any of the Surface Owners, the terms and conditions of this Section 2 shall control. Subject to the terms and conditions of this Surface Use Agreement, Surface Owners hereby waive, release and relinquish the right to use the portion of the Conveyed Northlake Premises lying at or below 3,000 feet below the surface for the drilling, completion or operation of groundwater production wells for non-potable water ("**Groundwater Operations**"), it being expressly agreed and acknowledged by Surface Owners that Groundwater Operations shall be limited to the surface of the Conveyed Northlake Premises and the portion of the Conveyed Northlake Premises located above 3,000 feet below the surface of the Conveyed Northlake Premises.

3. **Offsite Operations Easements.** The Surface Owners, for adequate consideration, hereby grant, sell and convey to Mineral Owner exclusive subsurface easements (the "**Offsite Operations Easements**") under and across the lands comprising the Conveyed Northlake Premises, subject to easements, covenants, conditions, and restrictions of record existing as of the Effective Date, as follows:

3.1 Subsurface easements for purposes of mining, drilling, testing, exploring, fracture stimulating, producing, operating, completing, storing, processing, removing, transporting, marketing or developing oil, gas and other minerals from wells the surface locations of which are upon any of the Drill-site Tracts, such subsurface easements extending from each of the Drill-site Tracts across any portion of the subsurface of the Conveyed Northlake Premises lying at least 3,000 feet below the surface.

3.2 The Offsite Operations Easements herein granted will continue for so long as such Offsite Operations Easements are utilized or required by Mineral Owner.

4. **Surface Operations.** Mineral Owner shall strictly comply with the following obligations:

(a) **WATER AND SURFACE PROTECTION:** Mineral Owner's operations on or near the Conveyed Northlake Premises shall be conducted in such a manner as to prevent damage to, or contamination of (i) any and all waters in, under or on the Conveyed Northlake Premises and any adjoining lands, whether the water be found in surface tanks or any other type of storage, in creek beds or river beds, or in surface or subsurface water-bearing strata or formations, and (ii) the surface and subsurface of the Conveyed Northlake Premises and any adjoining lands, from salt water or other noxious, deleterious or contaminating substance flowing over or leaking or seeping onto, or penetrating such land.

(b) **SALT WATER AND DRILLING MUD DISPOSAL:** No salt water, drilling mud, produced fluids or other waste substance shall be disposed of on or under the Drill-site Tracts or on the Conveyed Northlake Premises.

(c) **SEISMOGRAPHIC OPERATIONS:** Mineral Owner will notify Coppell, CISD and TCC No. 43 (but not any of their successors or assigns) in writing prior to conducting any seismographic exploration under the Conveyed Northlake Premises. No seismographic operations using dynamite or explosives shall be conducted on the Conveyed Northlake Premises. Mineral Owner's exploration and operations shall not create any subsurface movement, vibration, void, or other condition which affects in any way the structural strength or integrity of the dam and spillway serving the lake known as "North Lake" located on the Conveyed Northlake Premises (the "**Lake**").

(d) **TRASH:** Mineral Owner will prevent papers, boxes, sacks and containers and scrap, trash and waste materials of any kind from being discarded on or littering the Conveyed Northlake Premises. After the commencement of Mineral Development Operations, Mineral Owner shall maintain the Drill-site Tracts and any portion of the Conveyed Northlake Premises adversely affected by Mineral Development Operations in a neat and clean condition at all times.

(e) **ENVIRONMENTAL:** As used in this Surface Use Agreement, the term "**Hazardous Materials**" means any substance defined or identified as a hazardous, extra hazardous or toxic substance, waste, or material under any applicable federal, state, or local statute or regulation. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action, or pursuant to any federal, state or local statute, rule, regulation or other laws. Mineral Owner agrees (1) to remove from the Conveyed Northlake Premises, if, as and when required by law, any Hazardous Materials placed or released thereon by Mineral Owner, (2) to perform Remedial Work where the need therefor arises in connection with Mineral Owner's operations or activities, and (3) to comply in all respects with all federal, state and local governmental laws and regulations ("**Applicable Law**") governing operations by Mineral Owner and Remedial Work on or associated with the Conveyed Northlake Premises.

(f) **DISCHARGES:** Mineral Owner shall not purposefully discharge any oil, condensate, saltwater, or any substance used in drilling or production onto the Conveyed Northlake Premises or Lake under any circumstances, and in order to prevent undue deterioration of streets, shall keep paved streets on the Conveyed Northlake Premises free of material discharges through spillage or leakage from Mineral Owner's trucks. Prior to commencing production from any well on the Drill-site Tracts, tanks and other storage vessels shall be enclosed by an earthen berm or man-made structure of sufficient height to contain any discharge associated therewith which might occur. In the event that there is a discharge from a Drill-site Tract, the affected area shall be restored to its original condition insofar as reasonably practicable. Such restoration shall include correction of any erosion damage on the Drill-site Tract and removal of any contaminated soil, and replacement with uncontaminated soil, regardless of whether the discharge occurred through the negligence of Mineral Owner or otherwise. The provisions of this Subsection are cumulative of other provisions in this Surface Use Agreement relating to Mineral Owner's remedial obligations for environmental contamination.

(g) TREES: Mineral Owner shall not cut or destroy any oaks or hardwood trees on the Oil and Gas Transmission Easement Area having a caliper diameter in excess of eight (8) inches without the prior consent of the overlying Surface Owner, which shall not be unreasonably withheld, delayed or conditioned. Tree removal on the Oil and Gas Transmission Easement Area shall be subject to tree replacement obligations imposed by Applicable Law (determined without regard to Mineral Owner's use of the Drill-site Tracts or Oil and Gas Transmission Easement Area for any industrial use or alternative methods otherwise available pursuant to Chapter 51A-10.135 of the Code of Ordinances of the City of Dallas) and any Applicable Permits.

(h) CATTLE FENCES: Mineral Owner shall obtain the consent of the overlying Surface Owner prior to cutting any livestock fence on the Oil and Gas Transmission Easement Area, such consent not to be unreasonably withheld, delayed or conditioned. If Mineral Owner cuts a fence, Mineral Owner, at its cost, must install a stretch post at each corner of the cut fence. Mineral Owner shall install and maintain cattle guards at every livestock fence crossing (using metal cattle guards of similar quality and structure currently located on the Oil and Gas Transmission Easement Area). With respect to fences cut by Mineral Owner (with Surface Owner's consent), Mineral Owner shall also install a 12-foot gate (using gate of similar quality and structure currently located on the Oil and Gas Transmission Easement Area) and cattleguard at the crossing, which gate shall remain locked. Mineral Owner shall provide the Surface Owner a key to all keyed locks securing gates and with the combination for all combination locks. All livestock fencing installed by Mineral Owner shall be constructed with 5-strand barbed wire with metal T posts set at intervals not exceeding thirty (30) feet.

(i) SITE RESTORATION: Within sixty (60) days of the completion and equipping by Mineral Owner of a well (or series of wells permitted by the applicable drilling permit) on a Drill-site Tract as a producing well or the plugging and abandonment thereof, Mineral Owner, at its sole cost and expense, shall:

(1) remove all unnecessary surface equipment, flow lines and tankage, all drilling mud, chemical mud, saltwater, surface oil and other materials;

(2) remove all materials stored in any earthen pits, together with any contaminated soil, and refill any such pits;

(3) repair in accordance with the provisions of Applicable Law and any Applicable Permit, any potholes or other paving damage to any public roads on the Conveyed Northlake Premises; and

(4) All tank batteries and other surface equipment located on the Southern Drill-site Tract will be maintained in good repair and all such items which are of a permanent nature shall be painted.

(j) CGL INSURANCE: Each policy of commercial general liability and environmental impairment or pollution legal liability insurance covering handling, removal, seepage, storage, testing, transportation, and disposal of materials which Mineral Owner is obligated to secure and maintain under Applicable Law shall (so long as coverage for additional insureds shall be generally available in the market on commercially reasonable terms) name as additional insureds the Surface Owners named as parties to this Surface Use Agreement and any assignee, successor or assign thereof of which Mineral Owner is notified in writing by a Surface Owner.

5. **Special Terms and Conditions Applicable to the Southern Drill-Site.** Except as specified in subsection (a), within 270 days following written notice from TCC No. 43 that one or more of the Billingsley Surface Owners intend to commence construction of the Olympus Boulevard extension, Luminant Generation will commence and diligently pursue to completion the landscape improvements (excepting the Dirt Work described in subsection (a), the "**Landscape Improvements**") identified in the

landscaping plan (the “**Landscaping Plan**”) attached hereto as Exhibit D on the Drill-site Tract identified as Pad Site F on Exhibit B (the “**Southern Drill-site Tract**”):

(a) **SITE PREPARATION WORK:** Within 270 days following TCC No. 43’s delivery to the Southern Drill-site Tract at temporary storage locations designated by Luminant Generation, at TCC No. 43’s sole cost and expense, of fill sufficient to complete the Dirt Work (defined below), Luminant Generation or Mineral Owner will commence and diligently pursue to completion grading the portions of the Southern Drill-site Tract outside the boundaries of the limits of the Special Use Permit for a drilling permit on the Southern Drill-site Tract issued by the City of Dallas (the “**SUP Boundary**”) and will install and seed with grass berms ranging from three to six feet tall with a 3/1 maximum slope at the locations generally identified in the Landscaping Plan. All grading and drainage work shall be done in accordance with standard engineering practices, with the goal of retaining natural drainage patterns in the area, as determined by Luminant Generation’s consulting engineer. The grading and berming described in this subsection (a) is herein referred to as the “**Dirt Work**.”

(b) **LANDSCAPING:** Luminant Generation or Mineral Owner will plant and use commercially reasonable efforts to establish and maintain outside the SUP Boundary Bermuda grass and evergreen shrubs at the locations shown on the Landscaping Plan. The evergreen shrubs shall be installed in three foot-wide mulched planting beds no greater than five feet on-center. The evergreen shrubs shall be at least 20 gallon container sized at planting, and will be capable of obtaining a solid appearance and a minimum height of eight feet within three years from date of planting.

(c) **FENCES AND SCREENING:** Within 90 days following completion of drilling operations on the Southern Drill-site Tract, Luminant Generation or Mineral Owner will commence and diligently pursue installation of a minimum eight (8) foot-tall green vinyl coated fence generally at the location of the SUP Boundary (the “**Screening Fence**”).

(d) **MAINTENANCE:** Luminant Generation or Mineral Owner, at its sole cost and expense, shall use commercially reasonable efforts to repair, maintain and replace the Screening Fence and the Landscape Improvements. All plant materials required herein must be maintained in a healthy, growing condition at all times.

Luminant Generation’s and Mineral Owner’s obligations pursuant to this Section 5 and to obtain TCC No. 43’s consent pursuant to the second sentence of Section 7.2 shall terminate upon the occurrence of any of the following: (a) any taxes, assessments or other charges are levied or imposed by Cypress Waters Municipal Management District, a political subdivision of the State of Texas (the “**District**”) on the Mineral Estate or the Southern Drill-site Tract and the District has not, pursuant to and in accordance with an economic development grant approved by the City of Dallas and the District, rebated such amounts to the payor; (b) the District regulates, controls, limits or otherwise exercises rule-making authority over the Mineral Estate or the Southern Drill-site Tract; or (c) the Billingsley Surface Owners, any of the Billingsley Surface Owners parents, affiliates, assignees, associated companies, and the successor entities for each and every one of those entities, Henry or Lucy Billingsley, or any affiliate or relative by blood or marriage of Henry or Lucy Billingsley, or any attorney or advisor to any of the foregoing petitions or advocates for the District to take any of the actions described in subsections (a) or (b) above.

6. **Incorporation of Applicable Laws.** To the extent Mineral Development Operations may be regulated by City of Dallas and Texas Railroad Commission, the parties hereby acknowledge their intention that the provisions of Applicable Law pertaining to Mineral Development Operations and Remedial Work, and any provisions of Mineral Owner’s permits issued by governmental authorities with jurisdiction over Mineral Development Operations (the “**Applicable Permits**”) for work conducted on the Drill-site Tracts and Oil and Gas Transmission Easement Area, are hereby incorporated into this Surface Use Agreement. Operating and remedial standards established by Applicable Law or Applicable Permits, to the extent they may provide restrictions, covenants, and standards applicable to Mineral Development Operations beneath the Conveyed Northlake Premises or in the Oil and Gas Transmission Easement Area

more stringent than those set forth in the Surface Use Agreement shall be enforceable by the parties hereto and Surface Owners impacted by Mineral Development Operations to the same extent as if such restrictions, covenants, and standards were expressly set forth in this Surface Use Agreement.

7. **Miscellaneous.**

7.1 **Notices.** Any and all notices, demands, consents and approvals required under this Surface Use Agreement shall be sent by certified or registered mail, postage prepaid, return receipt requested, or by reputable overnight delivery service (e.g. Fed Ex or Airborne) addressed to the party at the address shown on the signature pages to this Surface Use Agreement. Such address for notices may be changed and additional notice addresses added to reflect additional Surface Owners upon a minimum of ten (10) days prior written notice, delivered to all parties to this Surface Use Agreement at the then effective addresses for such parties. Any notice to the Billingsley Surface Owners shall be sufficient if sent only to TCC No. 43. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

7.2 **General.** This Surface Use Agreement may only be amended in writing with the consent of the Mineral Owner and the Surface Owner affected by such amendment (it being expressly agreed and acknowledged that any Surface Owner located within 500 feet of any modified or proposed surface use shall be deemed to be affected by such use). The invalidation of any provision in this Surface Use Agreement by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable. If any inconsistency exists or arises between the provisions contained in this Surface Use Agreement and the exhibits attached hereto, the provisions contained in this Surface Use Agreement shall control.

7.3 **Covenants Run with the Land.** Except as otherwise expressly provided in this Surface Use Agreement, the provisions of this Surface Use Agreement are hereby declared covenants running with the land and shall be perpetual and are fully binding on all successors, heirs, and assigns of the Surface Owners, Mineral Owner and Luminant Generation, respectively, who acquire any right, title, or interest (including, without limitation, any leasehold interest) in or to the Conveyed Northlake Premises, the Mineral Estate, the Drill-site Tracts or the Oil and Gas Transmission Easement or any part thereof. Any person who acquires any right, title, or interest in or to Conveyed Northlake Premises, the Mineral Estate, the Drill-site Tracts or the Oil and Gas Transmission Easement or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document. This Surface Use Agreement shall replace and supersede the following rights, restrictions, limitations, terms and conditions with respect to the Drill-site Tracts, the Conveyed Northlake Premises, the Oil and Gas Transmission Easement, the Mineral Estate, and the development of the Mineral Estate on the Drill-site Tracts and the Conveyed Northlake Premises:

(a) the “Oil and Gas Transmission Easement” described in paragraph C. and Exhibit C of each of the following deeds recorded in the Real Property Records of Dallas County, Texas (the “**Real Property Records**”): (i) Special Warranty Deed with Easement Reservation dated November 21, 2008 and recorded as Instrument No. 20080370202, (ii) Special Warranty Deed with Easement Reservation dated November 21, 2008 and recorded as Instrument No. 20080370203, and (iii) Special Warranty Deed with Easement Reservation dated November 21, 2008 and recorded as Instrument No. 20080370204; together with the references to such easement in Exhibit B to the Special Warranty Deed with Reserved Right of First Refusal and Restrictive Covenants dated October 28, 2009 and recorded as Instrument No. 200900305881 in the Real Property Records and in Exhibit B to the Special Warranty Deed with Reserved Right of First Refusal and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370218 in the Real Property Records;

(b) the oil and gas pipeline easement reserved in paragraph E. of the Special Warranty Deed dated October 31, 2008 and recorded as Instrument No. 20080320976 in the Real Property Records, as superseded by Correction Special Warranty Deed dated November [undated], 2008 and recorded as Instrument No. 20080370170 in the Real Property Records;

(c) all references to that certain Oil and Gas Lease dated November 1, 2007 (the “**Oil & Gas Lease**”), a Memorandum of which is filed of record as Instrument No. 20070397856 in the Real Property Records, as amended by instrument filed of record as Instrument No. 20080339597 in the Real Property Records and as further amended by that certain Second Amendment to Oil and Gas Lease (the “**Second Amendment**”) contained in paragraph B. in each of the following deeds recorded in the Real Property Records: (i) Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded in the Real Property Records as Instrument No. 20080370202, (ii) Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370203, (iii) Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370204, and (iv) Special Warranty Deed with Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370205 (it being expressly agreed and acknowledged by the parties that this Surface Use Agreement shall govern the rights, obligations and restrictions between the parties with respect to the Drill-site Tracts, the Conveyed Northlake Premises, the Oil and Gas Transmission Easement, the Mineral Estate, and the development of the Mineral Estate on the Drill-site Tracts and the Conveyed Northlake Premises);

(d) the Second Amendment, which is hereby released and superseded in all respects;

(e) that certain Omnibus Agreement for Exchange of Land and Easements for Minerals dated December 28, 2006 between TXU Generation Co., L.P., TXU Mineral Development Company II LP, and TCC No. 43, as amended (which has been released by the parties thereto), and any references thereto of record; and

(f) the Declarations of Covenants, Conditions, and Restrictions (each of which Declaration of Covenants, Conditions, and Restrictions is hereby released, satisfied and discharged in all respects) recorded as Instrument Nos. 20070001183 and 20070001184 in the Real Property Records.

For the avoidance of doubt, in no event will any rights or easements contained or granted within the Special Warranty dated December 14, 2001 and recorded at Volume 2001248, Page 11540 of the Real Property Records be released or superseded in any respect, and such rights and easements are not affected hereby.

7.4 **Severability.** In case any one or more of the provisions contained in this Surface Use Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

7.5 **Change in Use; Division.** The rights granted pursuant to this Surface Use Agreement shall not terminate or be in any way impaired by reason of a change of the present uses of the Conveyed Northlake Premises or the present improvements or fixtures thereon. If any portion of the Conveyed Northlake Property is hereafter divided into two or more parts by separation of ownership or lease, each portion shall enjoy the benefits and be subject to the burdens, as applicable, of the rights, easements and restrictions created hereby.

7.6 **No Strict Construction.** The rule of strict construction does not apply to the grant of rights contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Mineral Owner and Luminant Generation with respect to such rights shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Surface Use Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Surface Use Agreement or any exhibits or amendments hereto.

7.7 **No Waiver.** The failure of either party to enforce at any time any provision of this Surface Use Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Surface Use Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Surface Use Agreement shall be held to constitute a waiver of any other or subsequent breach.

7.8 **Authority; Multiple Originals; No Oral Change.** The individuals who sign below represent and warrant that they are authorized to execute this Agreement on behalf of the named Party. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Surface Use Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

7.9 **Remedies; Attorneys' Fees.** The breach of any of the agreements, covenants, conditions and restrictions contained herein may not only give rise to an action for damages at law, but also may be made subject to an action for injunctive relief and or specific performance in equity in any court of competent jurisdiction. If any party breaches this Surface Use Agreement (the "**Breaching Party**"), (2) as a result of such breach, it becomes necessary for the another party (the "**Enforcing Party**") to institute or defend legal proceedings against the Breaching Party, and (3) the Enforcing Party employs an attorney to enforce this Surface Use Agreement against the Breaching Party, obtain injunctive relief or collect damages against the Breaching Party, then the Breaching Party will pay to Enforcing Party all reasonable out-of-pocket attorneys' fees, court costs and expenses in connection with the foregoing. It is expressly agreed that no breach of this Surface Use Agreement shall entitle any party to cancel, rescind or otherwise terminate this Surface Use Agreement.

7.10 **Texas Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Texas. Any suit to enforce the rights conveyed by this Agreement shall be brought in Dallas County, Texas.

7.11 **Special Provisions Concerning Coppell and CISD.**

7.11.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW THE PARTIES ACKNOWLEDGE THAT IMMUNITY FROM SUIT IS WAIVED WITH RESPECT TO ENFORCEMENT OF THIS SURFACE USE AGREEMENT.

7.11.2 Notwithstanding anything to the contrary contained in this Surface Use Agreement, neither Coppell nor CISD shall have the obligation to perform any covenant or agreement under this Surface Use Agreement that is found by a court of competent jurisdiction in a final, non-appealable judgment to violate applicable law or such entity's charter or other governing document, if any, as of the date hereof (but nothing contained in this Section 7.11.2 shall prevent an enforcing party from seeking recovery under quantum meruit or seeking or exercising other equitable remedies).

THIS SURFACE USE AGREEMENT is executed in multiple originals as of the day and year first above written.

THE CITY OF COPPELL, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Address for Notice:
The City of Coppell, Texas
255 Parkway Blvd.
Coppell, TX 75019-9478
Attention: City Manager

with a copy to:
Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 North Akard Street
Dallas, Texas 75201

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on _____, 2013, by _____, _____ of the City of Coppell, a political subdivision of the State of Texas, on behalf of the City of Coppell.

Notary Public, State of Texas
Printed Name: _____
My commission expires: _____

COPPELL INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

Address for Notice:
Coppell Independent School District
200 S. Denton Tap Road
Coppell, Texas 75019
Attention: Superintendent

with a copy to:
Robert E. Luna
Law Offices of Robert E. Luna, P. C.
4411 N. Central Expressway
Dallas, Texas 75205

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on _____, 2013, by _____, _____ of the Coppell Independent School District, a political subdivision of the State of Texas, on behalf of the Coppell Independent School District.

Notary Public, State of Texas
Printed Name: _____
My commission expires: _____

LUMINANT GENERATION COMPANY LLC

By: _____
Name: _____
Title: _____
Date: _____

Address for Notice:

Luminant Generation Company LLC
1601 Bryan Street, 22nd Floor
Dallas, TX 75201
Attention: General Counsel

Luminant Generation Company LLC
1601 Bryan Street, EP 22-110C
Dallas, TX 75201
Attention: Director - Real Estate Development

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on _____, 2013, by _____, _____ of Luminant Generation Company LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas
Printed Name: _____
My commission expires: _____

LIMITED JOINDER BY NCA DEVELOPMENT COMPANY LLC

NCA DEVELOPMENT COMPANY LLC, a Texas limited liability company (“**Joinder Party**”), as successor to Chief Exploration & Development LLC under the Oil & Gas Lease, is executing this Surface Use Agreement solely to evidence its agreement to release the Second Amendment, as set forth in Section 7.3(d) herein, and for no other purpose.

JOINDER PARTY:

NCA DEVELOPMENT COMPANY LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

CONVEYED NORTH LAKE PREMISES

All of the parcels described in the following deeds, SAVE AND EXCEPT the Drill-site Tracts described on Exhibit B hereto:

1. Special Warranty Deed and Drainage Easement dated September 8, 2004 and recorded as Volume 2004178 Page 4 in the Real Property Records of Dallas County, Texas
2. Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001188 in the Real Property Records of Dallas County, Texas
3. Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001190 in the Real Property Records of Dallas County, Texas, as superseded by the Correction Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070084853 in the Real Property Records of Dallas County, Texas
4. Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001189 in the Real Property Records of Dallas County, Texas
5. Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001191 in the Real Property Records of Dallas County, Texas
6. Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001192 in the Real Property Records of Dallas County, Texas
7. Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001193 in the Real Property Records of Dallas County, Texas
8. Special Warranty Deed dated December 29, 2006 and recorded as Instrument No. 20070001194 in the Real Property Records of Dallas County, Texas
9. Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370202 in the Real Property Records of Dallas County, Texas
10. Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370203 in the Real Property Records of Dallas County, Texas
11. Special Warranty Deed with Easement Reservation and Restrictive Covenants dated November 21, 2008 and recorded as Instrument No. 20080370204 in the Real Property Records of Dallas County, Texas
12. Special Warranty Deed with Restrictive Covenant dated November 21, 2008 and recorded as Instrument No. 20080370205 in the Real Property Records of Dallas County, Texas
13. Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370213 in the Real Property Records of Dallas County, Texas

14. Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370212 in the Real Property Records of Dallas County, Texas
15. Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370211 in the Real Property Records of Dallas County, Texas
16. Special Warranty Deed dated November 21, 2008 and recorded as Instrument No. 20080370209 in the Real Property Records of Dallas County, Texas
17. Special Warranty Deed dated October 31, 2008 and recorded as 20080320976 in the Real Property Records of Dallas County, Texas as superseded by Correction Special Warranty Deed dated November __, 2008 and recorded as 20080370170 in the Real Property Records of Dallas County, Texas
18. Special Warranty Deed dated November 21, 2008 and recorded as 20080370207 in the Real Property Records of Dallas County, Texas
19. Special Warranty Deed dated November 21, 2008 and recorded as 20080370206 in the Real Property Records of Dallas County, Texas
20. Special Warranty Deed with Reserved Right of First Refusal and Restrictive Covenants dated November 21, 2008 and recorded as 20080370218 in the Real Property Records of Dallas County, Texas
21. Special Warranty Deed with Reserved Right of First Refusal and Restrictive Covenants dated October 28, 2009 and recorded as 200900305881 in the Real Property Records of Dallas County, Texas

The parcels described in Exhibit A-1 (Dam Property) and Exhibit A-3 (Pad Site Property) in that certain Special Warranty Deed and Right of First Refusal Agreement with Luminant Generation Company LLC as “Grantor” and the City of Coppell, Texas as “Grantee” dated on or about the date hereof and recorded on or about the date hereof in the Real Property Records of Dallas County, Texas.

EXHIBIT B
DRILL-SITE TRACTS

PAD SITE B

ATTACHED

**FIELD NOTES DESCRIBING A WELL PAD SITE NEAR BELT LINE ROAD,
OFFICIAL CITY OF DALLAS BLOCK NO. 8461, IN THE
JACOB G. CARLOCK SURVEY, ABSTRACT NUMBER 312,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 15.96 acre tract of land situated in the Jacob G. Carlock Survey, Abstract Number 312, and in Official City of Dallas Block number 8461, in the City of Dallas, Dallas County, Texas, and being a part of that tract of land described in Warranty Deed to Dallas Power & Light Company, as recorded in Volume 4414, Page 82, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at 1/2 inch found iron rod with yellow plastic cap stamped "HALFF ASSOC INC." (hereinafter referred to as "with cap") for the northeast corner of said Dallas Power & Light Company tract in Volume 4414, Page 82, said point being on the west line of that tract of land described in deed to Dallas Power & Light Company, as recorded in Volume 4404, Page 321, D.R.D.C.T.;

THENCE South 00 degrees 00 minutes 46 seconds West, passing the southeasterly right-of-way line of Belt Line Road (a variable width right-of-way) at a distance of 132.72 feet, continuing in all a total distance of 663.10 feet to a 1/2 inch found iron rod with cap stamped "RPLS 6013 TX" for the POINT OF BEGINNING;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 846.81 feet to a found "X" cut for corner;

THENCE South 90 degrees 00 minutes 00 seconds West, a distance of 755.00 feet to a 1/2 inch found iron rod with cap stamped "RPLS 6013 TX" for corner;

THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 226.75 feet to a 1/2 inch set iron rod with cap for corner;

THENCE South 90 degrees 00 minutes 00 seconds West, a distance of 284.70 feet to a 1/2 inch set iron rod with cap for corner;

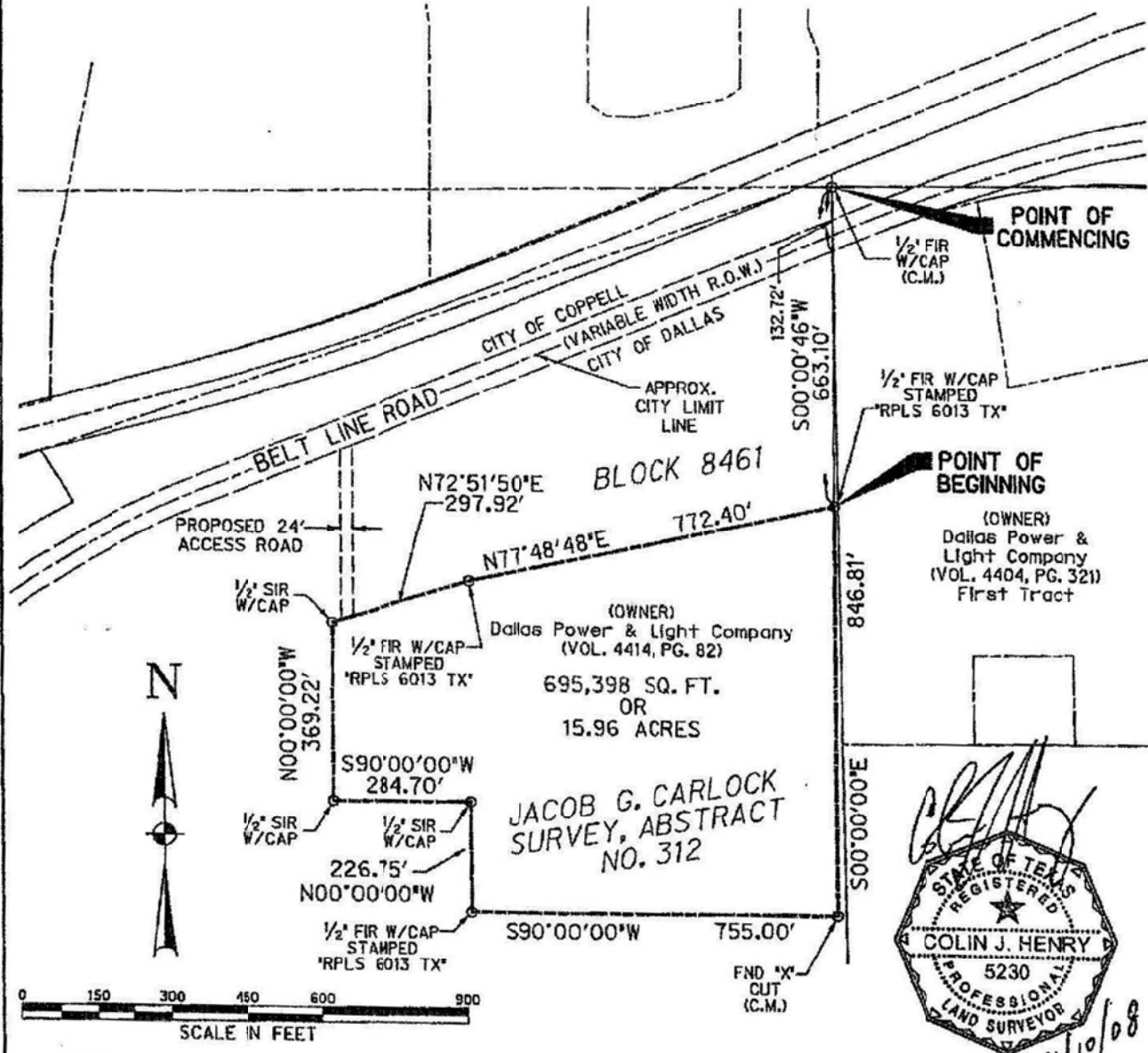
THENCE North 00 degrees 00 minutes 00 seconds West, a distance of 369.22 feet to a 1/2 inch set iron rod with cap for corner;

THENCE North 72 degrees 51 minutes 50 seconds East, a distance of 297.92 feet to a 1/2 inch found iron rod with cap stamped "RPLS 6013 TX" for corner;

THENCE North 77 degrees 48 minutes 48 seconds East, a distance of 772.40 feet to the POINT OF BEGINNING and CONTAINING 695,398 square feet or 15.96 acres of land, more or less.

The Basis of Bearing of this Survey is NAD 83 (1993) Texas State Plane North Central Zone 4202 as observed by GPS from "DALLAS CORS ARP", "COLLIN CORS ARP", "ARLINGTON CORS", "DENTON CORS ARP". Convergence angle at "DALLAS CORS ARP" is - 03 degrees 01 minutes 49.9 seconds as computed by Corpscon for Windows Version 6.0. All coordinates shown are surface and may be converted to grid by dividing by the conversion factor of 0.99983043.

WELL PAD SITE
 NEAR BELT LINE ROAD,
 OFFICIAL CITY OF DALLAS BLOCK NO. 8461, IN THE
 JACOB G. CARLOCK SURVEY, ABSTRACT NO. 312
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



POINT OF COMMENCING
 1/2" FIR W/CAP (C.M.)
 132.72'
 500'00"46"W 663.10'
 1/2" FIR W/CAP STAMPED "RPLS 6013 TX"

POINT OF BEGINNING
 (OWNER)
 Dallas Power & Light Company
 (VOL. 4404, PG. 321)
 First Tract

(OWNER)
 Dallas Power & Light Company
 (VOL. 4414, PG. 82)
 695,398 SQ. FT.
 OR
 15.96 ACRES

JACOB G. CARLOCK
 SURVEY, ABSTRACT
 NO. 312



(For SPRG use only)

Reviewed By: _____
 Date: _____
 SPRG NO.: _____

LEGEND:
 1/2" FIR W/CAP 1/2 INCH FOUND IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC." CONTROLLING MONUMENTS
 (C.M.)

NOTES
 The Basis of Bearing of this Survey is NAD 83 (1993) Texas State Plane North Central Zone 4202 as observed by GPS from "DALLAS CORS ARP", "COLLIN CORS ARP", "ARLINGTON CORS", "DENTON CORS ARP". Convergence angle at "DALLAS CORS ARP" is - 03 degrees 01 minutes 49.9 seconds as computed by Corposon for Windows Version 6.0. All coordinates shown are surface and may be converted to grid by dividing by the conversion factor of 0.99983043.



3/3

HALFF ASSOCIATES INC., ENGINEERS ~ SURVEYORS
 1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
 SCALE: 1"=300' (214)346-6200 AVO. 25706 NOV. 2008

PAD SITE F

ATTACHED

**FIELD NOTES DESCRIBING A
24.125 ACRE (1,050,885 SQUARE FOOT) TRACT
PAD SITE F
SITUATED IN
THE FRANCIS JONES SURVEY, ABSTRACT NO. 674,
SAMUEL T. BROWN SURVEY, ABSTRACT NO. 50,
I.&G.N. RR SURVEY, ABSTRACT NO. 1624
OFFICIAL CITY OF DALLAS BLOCK NUMBERS 8468, 8469 & 8470
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a tract of land situated in the Francis Jones Survey, Abstract Number 674, the Samuel T. Brown Survey, Abstract Number 50 and the I. & G. N. N. RR Survey, Abstract Number 1624, all in the City of Dallas, Dallas County Texas, said tract also being and in the Official City of Dallas Block Numbers 8468, 8469 and 8470 and being part of that tract of land described in Special Warranty Deed to Trammell Crow Company No. 43, Ltd., as recorded in Volume 2005045, Page 08912 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), being all of that tract of land described in Special Warranty Deed to Trammell Crow Company No. 43, Ltd., as recorded in County Clerk's Document Number 20080370213, O.P.R.D.C.T., also being all of that tract of land described in Special Warranty Deed to Luminant Generation Company, LLC, as recorded in County Clerk's Document Number 20080370210, O.P.R.D.C.T., also being all of that tract of land described in Special Warranty Deed to TXU Generation CO., L.P., as recorded in County Clerk's Document Number 20070001192, O.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with cap stamped "CARTER & BURGESS" for the northwest corner of that tract of land described in Special Warranty Deed to Enserch Corporation, as recorded in Volume 84064, Page 1370 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and an "ell" corner of said Trammell Crow tract recorded in Volume 2005045, Page 08912 O.P.R.D.C.T.;

THENCE South 00 degrees 49 minutes 51 seconds East, along the west line of said Enserch Corporation tract, a distance of 62.35 feet to a 5/8-inch found iron rod with cap stamped "CARTER & BURGESS" for the southwest corner of said Enserch Corporation tract and the most southerly southeast corner of said Trammell Crow tract, said corner also being on the north right-of-way line of Ranch Trail Road, as described in Right-of-Way Deed to County of Dallas, as recorded in Volume 2780, Page 351, D.R.D.C.T. (a variable width right-of-way);

THENCE North 89 degrees 08 minutes 28 seconds West, along the south line of said Trammell Crow tract and said north right-of-way line of Ranch Trail Road, a distance of 752.82 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

**FIELD NOTES DESCRIBING A
24.125 ACRE (1,050,885 SQUARE FOOT) TRACT
PAD SITE F
SITUATED IN
THE FRANCIS JONES SURVEY, ABSTRACT NO. 674,
SAMUEL T. BROWN SURVEY, ABSTRACT NO. 50,
I.&G.N. RR SURVEY, ABSTRACT NO. 1624
OFFICIAL CITY OF DALLAS BLOCK NUMBERS 8468, 8469 & 8470
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE North 00 degrees 03 minutes 40 seconds East, departing said south line of Trammell Crow tract and said north right-of-way line of Ranch Trail Road, a distance of 250.00 feet to a 1/2-inch set iron rod with cap for corner;

THENCE North 89 degrees 08 minutes 32 seconds West, a distance of 363.77 feet to a 1/2-inch set iron rod with cap for corner at the beginning of a circular curve to the left, having a radius of 1,270.24 feet, whose chord bears North 12 degrees 45 minutes 01 second West, a distance of 493.35 feet ;

THENCE Northerly, along said curve to the left, through a central angle of 22 degrees 23 minutes 44 seconds, an arc distance of 496.51 feet to a 1/2-inch set iron rod with cap for corner at the end of said curve, said corner also being on the south line of that called 12.60 acre tract of land described as SAVE AND EXCEPTING THEREFROM in Special Warranty Deed to Trammell Crow Company No. 43, Ltd., as recorded in Volume 2005045, Page 08912, O.P.R.D.C.T.;

THENCE South 84 degrees 32 minutes 24 seconds East, along said south line of said called 12.60 acre tract of land, a distance of 599.24 feet to a 3-inch found metal post for the southeast corner of said called 12.60 acre tract;

THENCE North 05 degrees 39 minutes 34 seconds East, along the east line of said called 12.60 acre tract, a distance of 480.42 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 85 degrees 13 minutes 49 seconds East, departing said east line of said called 12.60 acre tract, a distance of 648.07 feet to a 1/2-inch set iron rod with cap for corner on the east line of said Trammell Crow tract;

THENCE South 00 degrees 47 minutes 05 seconds East, along said east line of said Trammell Crow tract, a distance of 1,053.94 feet to a 1/2-inch set iron rod with cap for the northeast corner of said Enserch Corporation tract;

**FIELD NOTES DESCRIBING A
24.125 ACRE (1,050,885 SQUARE FOOT) TRACT
PAD SITE F
SITUATED IN
THE FRANCIS JONES SURVEY, ABSTRACT NO. 674,
SAMUEL T. BROWN SURVEY, ABSTRACT NO. 50,
I.&G.N. RR SURVEY, ABSTRACT NO. 1624
OFFICIAL CITY OF DALLAS BLOCK NUMBERS 8468, 8469 & 8470
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE North 89 degrees 13 minutes 15 seconds West, along the north line of said Enserch Corporation tract, a distance of 79.99 feet to the POINT OF BEGINNING AND CONTAINING 24.125 acres (1,050,885 square feet) of land, more or less.

The Basis of Bearing of this Survey in NAD 83 (1993) Texas State of Plane North Central Zone 4202 as observed by GPS from "DALLAS CORS ARP", "COLLIN CORS ARP", "ARLINGTON CORS", "DENTON CORS ARP". Convergence angle at "DALLAS CORS ARP" is - 03 degrees 01 minute 49.9 seconds as computed by Corpscon for Windows Version 6.0. All coordinates shown are surface and may be converted to grid by multiplying by the conversion factor of 0.99983043.

 04-08-2013

VASILEIOS KALOGIROU
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6205





0 150 300 450 600

PAD SITE F

SCALE: 1"=300'

FRANCIS JONES SURVEY
ABSTRACT NO. 674

SAMUEL LAYTON SURVEY,
ABSTRACT NO. 784

BLOCK 8468
& G N RR CO SURVEY
ABSTRACT NO. 1624



04-08-2013

NOTES

The Basis of Bearing of this Survey is NAD 83 (1993) Texas State Plane North Central Zone 4202 as observed by GPS from "DALLAS CORS ARP", "COLLIN CORS ARP", "ARLINGTON CORS", "DENTON CORS ARP", "Convergence angle of "DALLAS CORS ARP" is - 03 degrees 01 minute 49.9 seconds as computed by Corpscon for Windows Version 6.0. All coordinates shown are surface and may be converted to grid by multiplying by the conversion factor of 0.99983043.

LEGEND

- 1/2" SIR 1/2-INCH SET IRON ROD
- W/CAP WITH YELLOW PLASTIC CAP STAMPED "HALFF"
- F.J.R. FOUND IRON ROD
- (C.M.) CONTROL MONUMENT
- D.R.D.C.T. DEED RECORDS DALLAS COUNTY TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS

PAD SITE F
24.125 ACRES
OR
(1,050,885 SQ. FT.)

SAMUEL T. BROWN SURVEY,
ABSTRACT NO. 50

PAD SITE F
24.125 ACRES OR (1,050,885 SQ. FT.)

SITUATED IN THE
FRANCIS JONES SURVEY, ABSTRACT NO. 674
SAMUEL T. BROWN SURVEY, ABSTRACT NO. 50
I & G N RR CO SURVEY, ABSTRACT NO. 1624
CITY OF DALLAS BLOCK NUMBERS 8468, 8469 & 8470
CITY OF DALLAS, DALLAS COUNTY, TEXAS

FOR
LUMINANT MINERAL DEV. CO.

PREPARED BY



HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
SCALE: 1"=300' (214)346-6200 AVO. 29061 FEBRUARY, 2013

2S_HF8100_MON_FS_FW.plt

Design

5/16/2013 1:48:07 PM ah1979 HALFF I:\28000\29061\DR02_North_Lake_FICADD\Sheets\EXH-A-29061.dgn

EXHIBIT C-1

OIL AND GAS TRANSMISSION EASEMENT AREA

ATTACHED

FIELD NOTE DESCRIPTION

BEING a 0.238 acre tract of land situated in the J.G. Carlock Survey, Abstract No. 312 and the Francis Jones Survey, Abstract No. 674 in Dallas County, Texas, and being a portion of a tract of land described in deed to Dallas Power & Light Company, recorded in Volume 4378, Page 372, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and a portion of a tract of land described in deed to Dallas Power & Light Company, recorded in Volume 4420, Page 549 D.R.D.C.T. Said 0.238 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north line of a tract of land described as "East Tract 1B" in deed to the City of Coppell, recorded in Document No. 20080370218 of the Official Public Records of Dallas County, Texas (O.P.R.E.C.T.) and in the west line of a tract of land described as "TRANSMISSION EASEMENT" (called 151.519 net acres) in Special Warranty Deed to TXU, recorded in Volume 2001248, Page 11540 D.R.D.C.T., from which a 3/4 inch iron rod found at the northwest corner of the final plat of Grand Estates at Northlake Hills Phase II, recorded in Volume 2005041, Page 185 of the Plat Records of Dallas County, Texas (P.R.D.C.T.) bears N 12°29'00" E, a distance of 1129.18 feet;

THENCE: WEST, with the north line of said City of Coppell tract, a distance of 5.00 feet to a point for corner;

THENCE: over and across said Dallas Power & Light Company, tracts the following courses and distances;

N 00°21'52" W, a distance of 500.51 feet to a point for corner;

N 30°31'08" W, a distance of 1575.85 feet to a point for corner;

EAST, a distance of 5.80 feet to a point for corner in the west line of said TXU "TRANSMISSION EASEMENT" tract from which a 1/2 inch iron rod found capped "RPLS6013TX" in the west line of a tract of land described as "Tract 4", in deed of Crow-Billingsley North Lake HB&T Joint Venture, recorded in Volume 90106, Page 2492 D.R.D.C.T. bears N 74°24'25" E, a distance of 281.68 feet;

THENCE: continuing over and across said Dallas Power & Light Company, tracts with the west line of said TXU "TRANSMISSION EASEMENT" tract the following courses and distances;

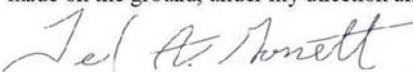
S 30°31'08" E, a distance of 1574.25 feet to a point for corner;

S 00°21'52" E, a distance of 501.89 feet to the **POINT OF BEGINNING** and containing 0.238 acres of land more or less,

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of August 2012.



Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
(SEE PAGE 2 FOR SURVEYORS NOTES)



3108 W. 6th Street
Fort Worth, Texas 76107



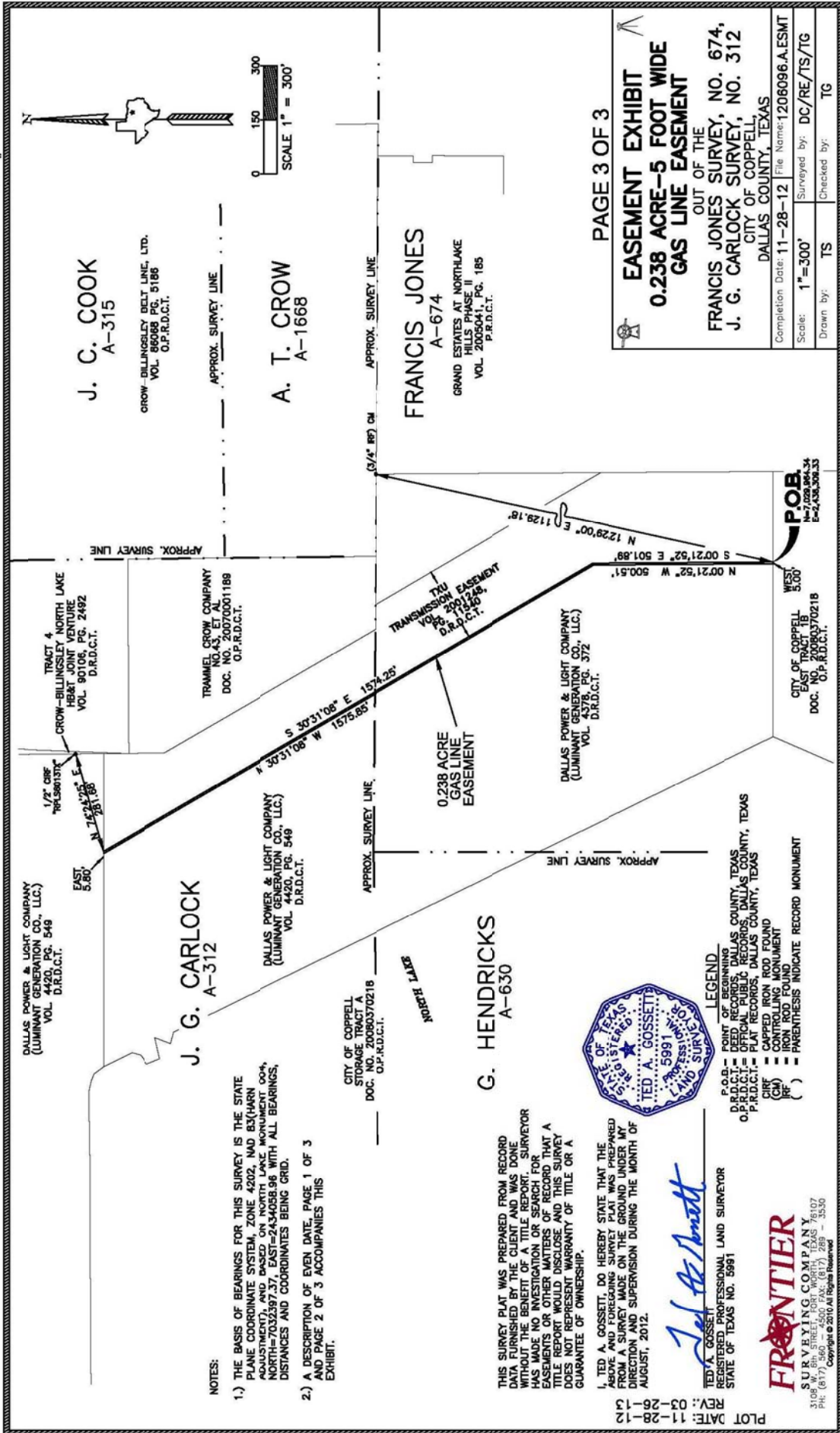
817-560-4500
Fax: 817-289-3530

SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTHLAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.

2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).

3. AN EXHIBIT OF EVEN DATE (PAGE 3 OF 3) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.



PAGE 3 OF 3
EASEMENT EXHIBIT
0.238 ACRE-5 FOOT WIDE
GAS LINE EASEMENT
 OUT OF THE
FRANCIS JONES SURVEY, NO. 674,
J. G. CARLOCK SURVEY, NO. 312
 CITY OF COPPELL,
 DALLAS COUNTY, TEXAS
 Completion Date: 11-28-12 File Name: 1206096.A.ESMT
 Scale: 1"=300' Surveyed by: DC/RE/TS/TG
 Drawn by: TS Checked by: TG

- NOTES:**
- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT), AND BASED ON NORTH LAKE MONUMENT 004, NORTH=703237.37', EAST=245458.96' WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
 - 2.) A DESCRIPTION OF EVEN DATE, PAGE 1 OF 3 AND PAGE 2 OF 3 ACCOMPANIES THIS EXHIBIT.

THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, TED A. GOSSSETT, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF AUGUST, 2012.



LEGEND
 P.O.B. - POINT OF BEGINNING
 D.P.R.D.C.T. - DALLAS COUNTY, TEXAS
 O.P.R.D.C.T. - OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 F.R.D.C.T. - FLAT RECORDS, DALLAS COUNTY, TEXAS
 CRF - CAPPED IRON ROD FOUND
 (CM) - CONTROLLING MONUMENT
 (R) - IRON ROD FOUND
 () - PARENTHESIS INDICATE RECORD MONUMENT

TED A. GOSSSETT
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 5991

FRONTIER
 SURVEYING COMPANY
 3108 W. 8th STREET, FORT WORTH, TEXAS 76107
 PH: (817) 291-1212
 Copyright © 2010 All Rights Reserved

PLOT DATE: 11-28-12
 REV: 03-28-13

FIELD NOTE DESCRIPTION

BEING a 0.141 acre tract of land situated in the Francis Jones Survey, Abstract No. 674, in Dallas County, Texas, and being a portion of a tract of land described as "EAST TRACT 1B in deed to the City of Coppell, recorded in Document No. 20080370218 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a point (N = 7,029,964.34, E = 2,438,309.33) in the north line of said City of Coppell tract from which a 3/4 inch iron rod found at the northwest corner of the Final Plat of Grand Hills Estates At Northlake Hills Phase II, recorded in Volume 2005041, Page 185 of the Plat Records of Dallas County, Texas (P.R.D.C.T.) bears N 12°29'00" E, a distance of 1129.18 feet;

THENCE: S 00°21'52" E, with the west line of a tract of land described as "TRANSMISSION EASEMENT" (called 151.519 net acres) in special Warranty Deed to TXU, recorded in Volume 2001248, Page 11540 D.R.D.C.T., and over and across said City of Coppell tract, a distance of 1228.42 feet to a point in the south line of City of Coppell tract;

THENCE: West, with the City of Coppell tract, a distance of 5.00 feet to a point for corner;

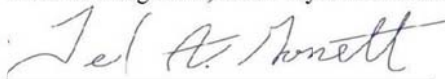
THENCE: N 00°21'52" W, over and across said City of Coppell tract, a distance of 1228.42 feet to a point in the north line of said City of Coppell tract;

THENCE: East, with the north line of said City of Coppell tract, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 0.141 acres of land more or less.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of August 2012.

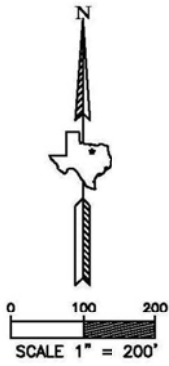


Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
November 2012



SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTHLAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRD.
2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).
3. AN EXHIBIT OF EVEN DATE (PAGE 2 OF 2) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.



DALLAS POWER & LIGHT COMPANY
(LUMINANT GENERATION CO., LLC.)
VOL. 4378, PG. 372
D.R.D.C.T.

GRAND ESTATES
AT NORTHLAKE HILLS PHASE I
VOL. 2005041, PG. 185

GRAND ESTATES AT NORTHLAKE
HILLS PHASE II
VOL. 2005041, PG. 185
P.R.D.C.T.

POB
N=7,029,964.34
E=2,438,309.33

0.141 ACRE
GAS LINE
EASEMENT

CITY OF COPPELL
EAST TRACT 1B
DOC. NO. 20080370218
O.P.R.D.C.T.

CITY OF COPPELL
DOC. NO. 20080370218
O.P.R.D.C.T.

**FRANCIS JONES
SURVEY**
ABSTRACT NO. 674

GRAND ESTATES AT NORTHLAKE HILLS PHU
PHASE I, PG. 41
VOL. 2003097, P.R.D.C.T.

J. BRYAN SURVEY
ABSTRACT NO. 174

TXU
TRANSMISSION EASEMENT
VOLUME 2001248,
PAGE 11340
D.R.D.C.T.

THE HOLLOWES OF
VALLEY RANCH
SECTION FOUR
VOL. 95012, PG. 6285
P.R.D.C.T.

DALLAS POWER & LIGHT CO.
(LUMINANT GENERATION CO., LLC.)
VOL. 4378, PG. 372
(CALLED 490.6 ACRES)
D.R.D.C.T.

LEGEND

- P.O.B. = POINT OF BEGINNING
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORDS, DALLAS COUNTY, TEXAS
- (CM) = CONTROLLING MONUMENT
- IRF = IRON ROD FOUND
- () = PARENTHESIS INDICATE RECORD MONUMENT

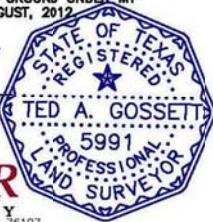
NOTES:

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT), AND BASED ON NORTH LAKE MONUMENT 004, NORTH=7032397.37, EAST=2434058.96 WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
- 2.) A DESCRIPTION OF EVEN DATE, PAGE 1 OF 2 AND PAGE 2 OF 2 ACCOMPANIES THIS EXHIBIT.

THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, TED A. GOSSETT, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH AUGUST, 2012.

Ted A. Gossett
TED A. GOSSETT
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5991



FRONTIER
SURVEYING COMPANY
3108 W. 8th STREET, FORT WORTH, TEXAS 76107
PH: (817) 560 - 4500 FAX: (817) 289 - 3530
Copyright © 2010 All Rights Reserved

PAGE 2 OF 2

EASEMENT EXHIBIT
0.141 ACRE-5 FOOT WIDE
GAS LINE EASEMENT
OUT OF THE
FRANCIS JONES SURVEY
ABSTRACT NO. 674
OF DALLAS COUNTY, TEXAS

Completion Date: 11-28-12	File Name: 1206096-TRB
Scale: 1" = 200'	Surveyed by: T.A.G.
Drawn by: T.A.G.	Checked by: T.A.G./T.S.

PLOT DATE: 11-29-12
REV.: 03-26-13

REVISED 11-29-12

FIELD NOTE DESCRIPTION

BEING a 0.138 acre tract of land situated in the Francis Jones Survey, Abstract No. 674, in Dallas County, Texas, and being a portion of a called 490.6 acre tract of land described in deed to Dallas Power & Light Company, LLC., recorded in Volume 4378, Page 372, of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a point (N = 7,028,735.94, E = 2,438,317.15) in the south line of a tract of land conveyed in deed to the City of Coppell, recorded in Document No. 20080370218 Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) from which a 3/4 inch iron rod found at the northwest corner of the Final Plat of Grand Hills Estates At Northlake Hills Phase II, recorded in Document No. 2005041-185 of the Plat Records of Dallas County, Texas (P.R.D.C.T.) bears N 05°47'17" E, a distance of 2342.82 feet;

THENCE: S 00°21'52" E, with the west line of a tract of land described as "TRANSMISSION EASEMENT" (called 151.519 net acres) in special Warranty Deed to TXU, recorded in Volume 2001248, Page 11540 D.R.D.C.T., and over and across said Dallas Power & Light Company, LLC., tract, a distance of 1204.26 feet to a point in the north line of a tract of land described in deed to C W Shoreline Land, LTD., recorded in Document No. 201200024638 O.P.R.D.C.T. from which a 1/2 inch iron rod found for the northeast corner of said C W Shoreline Land, LTD., tract bears EAST, a distance of 251.35 feet;

THENCE: West, with the north line of said C W Shoreline Land, LTD. tract, a distance of 5.00 feet to a point for corner;

THENCE: N 00°21'52" W, over and across said Dallas Power & Light Company, LLC, tract, a distance of 1204.26 feet to a point in the south line of said City of Coppell tract;

THENCE: East, with the south line of said City of Coppell tract, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 0.138 acres of land more or less.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of August 2012.



Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
November 2012

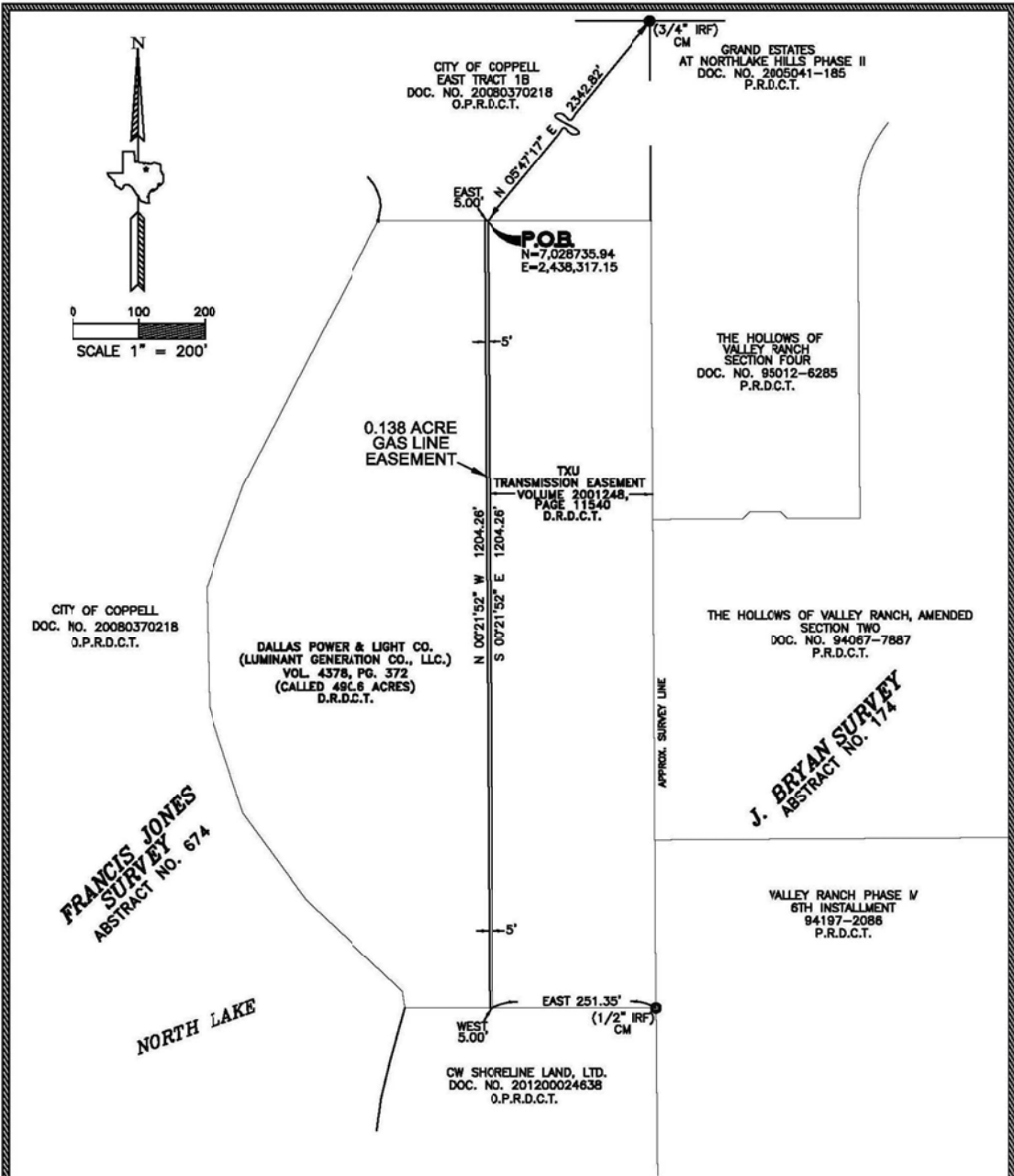


SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTHLAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.

2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).

3. AN EXHIBIT OF EVEN DATE (PAGE 2 OF 2) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.



FRANCIS JONES SURVEY
ABSTRACT No. 674

J. BRYAN SURVEY
ABSTRACT No. 174

LEGEND

P.O.B. = POINT OF BEGINNING
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
 P.R.D.C.T. = PLAT RECORDS, DALLAS COUNTY, TEXAS
 (CM) = CONTROLLING MONUMENT
 IRF = IRON ROD FOUND
 () = PARENTHESIS INDICATE RECORD MONUMENT

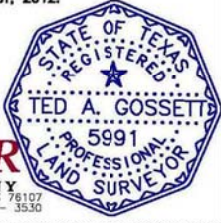
NOTES:

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT), AND BASED ON NORTH LAKE MONUMENT 004, NORTH=7032397.37, EAST=2434058.96 WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
- 2.) A DESCRIPTION OF EVEN DATE, PAGE 1 OF 2 ACCOMPANIES THIS EXHIBIT.

THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, TED A. GOSSETT, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH AUGUST, 2012.

Ted A. Gossett
 TED A. GOSSETT
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 5991



FRONTIER SURVEYING COMPANY
 3108 W. 6TH STREET, FORT WORTH, TEXAS 76107
 PH: (817) 560-4500 FAX: (817) 288-3530
 Copyright © 2010 All Rights Reserved.

PAGE 2 OF 2

EASEMENT EXHIBIT
0.138 ACRE-5 FOOT WIDE GAS LINE EASEMENT
 OUT OF THE
FRANCIS JONES SURVEY
 ABSTRACT NO. 674
 OF DALLAS COUNTY, TEXAS

Completion Date: 11-28-12 File Name: 1206096
 Scale: 1" = 200' Surveyed by: T.A.G.
 Drawn by: T.A.G. Checked by: T.A.G./T.S.

PLOT DATE: 11-28-12

JOB #: 1206096

FIELD NOTE DESCRIPTION

BEING a 0.099 acre tract of land situated in the Francis Jones Survey, Abstract No. 674, in Dallas County, Texas, and being a portion of a tract of land described in deed to CW Shoreline Land, LTD, recorded in Document No. 201200024638, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a point (N = 7,027,531.71, E = 2,438,324.81) in the south line of a tract of land conveyed in deed to Dallas Power & Light Company, recorded in Volume 4378, Page 372, Deed Records, Dallas County, Texas (D.R.D.C.T.), from which a 1/2 inch iron rod found for the northeast corner of said CW Shoreline Land, LTD., tract, being the southeast corner of said Dallas Power & Light Company, tract bears East 251.35 feet;

THENCE: S 00°21'52" E, with the west line of a tract of land described as "TRANSMISSION EASEMENT" (called 151.519 net acres) in special Warranty Deed to TXU, recorded in Volume 2001248, Page 11540 (D.R.D.C.T.), a distance of 866.12 feet to a point in the north line of a tract of land described in deed to Trammell Crow Company No. 43, LTD, recorded in Volume 2005045, Page 8912 (O.P.R.D.C.T.);

THENCE: S 89° 38' 08" W, with the north line of said Trammell Crow Company No. 43, LTD., tract, a distance of 5.00 feet to a point for corner;

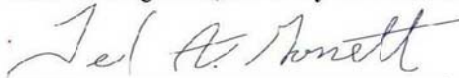
THENCE: N 00°21'52" W, over and across said CW Shoreline Land, LTD., tract, a distance of 866.12 feet to a point in the south line of said Dallas Power & Light Company, tract;

THENCE: East, with the south line of said Dallas Power & Light Company, tract, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 0.099 acres of land more or less.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of January 2013.



Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
January 2013

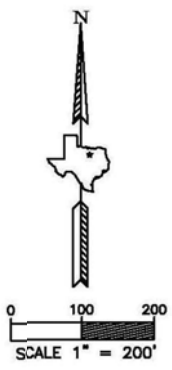
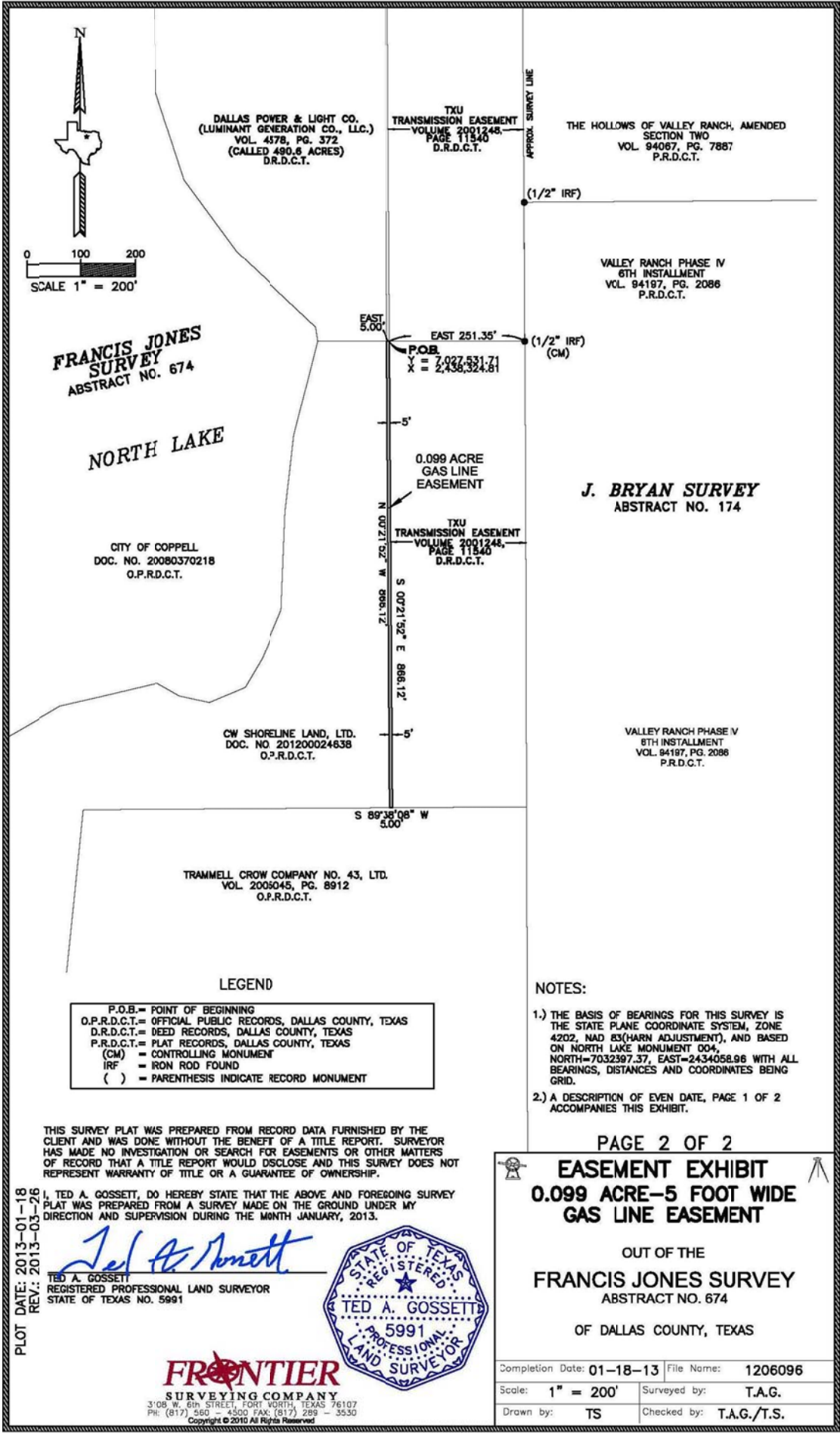


SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTHLAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.

2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).

3. AN EXHIBIT OF EVEN DATE (PAGE 2 OF 2) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.



FRANCIS JONES SURVEY
ABSTRACT NO. 674

NORTH LAKE

CITY OF COPPELL
DOC. NO. 20080370218
O.P.R.D.C.T.

CW SHORELINE LAND, LTD.
DOC. NO. 201200024638
O.P.R.D.C.T.

TRAMMELL CROW COMPANY NO. 43, LTD.
VOL. 2008045, PG. 8912
O.P.R.D.C.T.

TXU TRANSMISSION EASEMENT
VOLUME 2001248,
PAGE 11540
D.R.D.C.T.

TXU TRANSMISSION EASEMENT
VOLUME 2001248,
PAGE 11540
D.R.D.C.T.

THE HOLLOWES OF VALLEY RANCH, AMENDED
SECTION TWO
VOL. 84087, PG. 7887
P.R.D.C.T.

VALLEY RANCH PHASE IV
6TH INSTALLMENT
VOL. 84187, PG. 2086
P.R.D.C.T.

J. BRYAN SURVEY
ABSTRACT NO. 174

VALLEY RANCH PHASE V
5TH INSTALLMENT
VOL. 84187, PG. 2086
P.R.D.C.T.

LEGEND

- P.O.B. = POINT OF BEGINNING
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORDS, DALLAS COUNTY, TEXAS
- (CM) = CONTROLLING MONUMENT
- IRF = IRON ROD FOUND
- () = PARENTHESIS INDICATE RECORD MONUMENT

NOTES:

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83(HARN ADJUSTMENT), AND BASED ON NORTH LAKE MONUMENT 004, NORTH=703297.37, EAST=2434058.96 WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
- 2.) A DESCRIPTION OF EVEN DATE, PAGE 1 OF 2 ACCOMPANIES THIS EXHIBIT.

THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, TED A. GOSSETT, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH JANUARY, 2013.

Ted A. Gossett
TED A. GOSSETT
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5991



FRONTIER
SURVEYING COMPANY
3108 W. 50th STREET, FORT WORTH, TEXAS 76107
PH: (817) 560 - 4500 FAX: (817) 289 - 3530
Copyright © 2010 All Rights Reserved

PAGE 2 OF 2

EASEMENT EXHIBIT
0.099 ACRE-5 FOOT WIDE
GAS LINE EASEMENT

OUT OF THE
FRANCIS JONES SURVEY
ABSTRACT NO. 674
OF DALLAS COUNTY, TEXAS

Completion Date: 01-18-13	File Name: 1206096
Scale: 1" = 200'	Surveyed by: T.A.G.
Drawn by: TS	Checked by: T.A.G./T.S.

PLOT DATE: 2013-01-18
REV.: 2013-03-26

JOB #: JOB_NO

FIELD NOTE DESCRIPTION

BEING a 0.297 acre tract of land situated in the Francis Jones Survey, Abstract No. 674, in Dallas County, Texas, and being a portion of a tract of land described in deed to Trammell Crow Company No. 43, LTD., recorded in Volume 2005045, Page 8912, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING: at a 1/2 inch iron rod found (N = 7,027,789.32 , E = 2,438,574.56) at the northeast corner of Valley Ranch Phase IV 6th installment, recorded in Volume 94197, Page 2086, Plat Records, Dallas County, Texas, (P.R.D.C.T.);

THENCE: with the west line of a said Valley Ranch Phase IV 6th Installment tract the following courses and distances:

S 00°21'17" E, a distance of 507.55 feet to a point for corner;

S 00°09'51" E, a distance of 614.59 feet, to the northeast corner of said Trammell Crow Company No. 43, LTD. tract, and the common southeast corner of a tract of land described in deed to CW Shoreline Land, LTD., recorded in Volume 2005045, Page 8912 (O.P.R.D.C.T.);

THENCE: N 89° 38' 08" W with the north line of said Trammell Crow Company No. 43, LTD. tract and the common south line of said CW Shoreline Land, LTD., tract, a distance of 249.15 feet to the **POINT OF BEGINNING** (Y = 7,026,665.61, X = 2,438,330.31);

THENCE: over and across said Trammell Crow Company No. 43, LTD., tract the following courses and distances:

S 00°21'52" E, a distance of 506.95 feet to a point for corner;

S 60°09'21" E, a distance of 115.04 feet to a point for corner;

S 00°11'22" W, a distance of 1961.62 feet to a point for corner;

N 85°13'49" W, a distance of 5.02 feet to a point for corner;

N 00°11'22" E, a distance of 1958.30 feet to a point for corner;

N 60°09'21" W, a distance of 115.01 feet to a point for corner;

N 00°21'52" W, a distance of 509.82 feet to a point for corner in the north line of said Trammell Crow Company No. 43, LTD., tract and the common south line of said CW Shoreline Land, LTD., tract;

THENCE: S 89°38'08" E, with the said common line, a distance of 5.00 to the **POINT OF BEGINNING** and containing 0.297 acres of land more or less.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of February 2013.

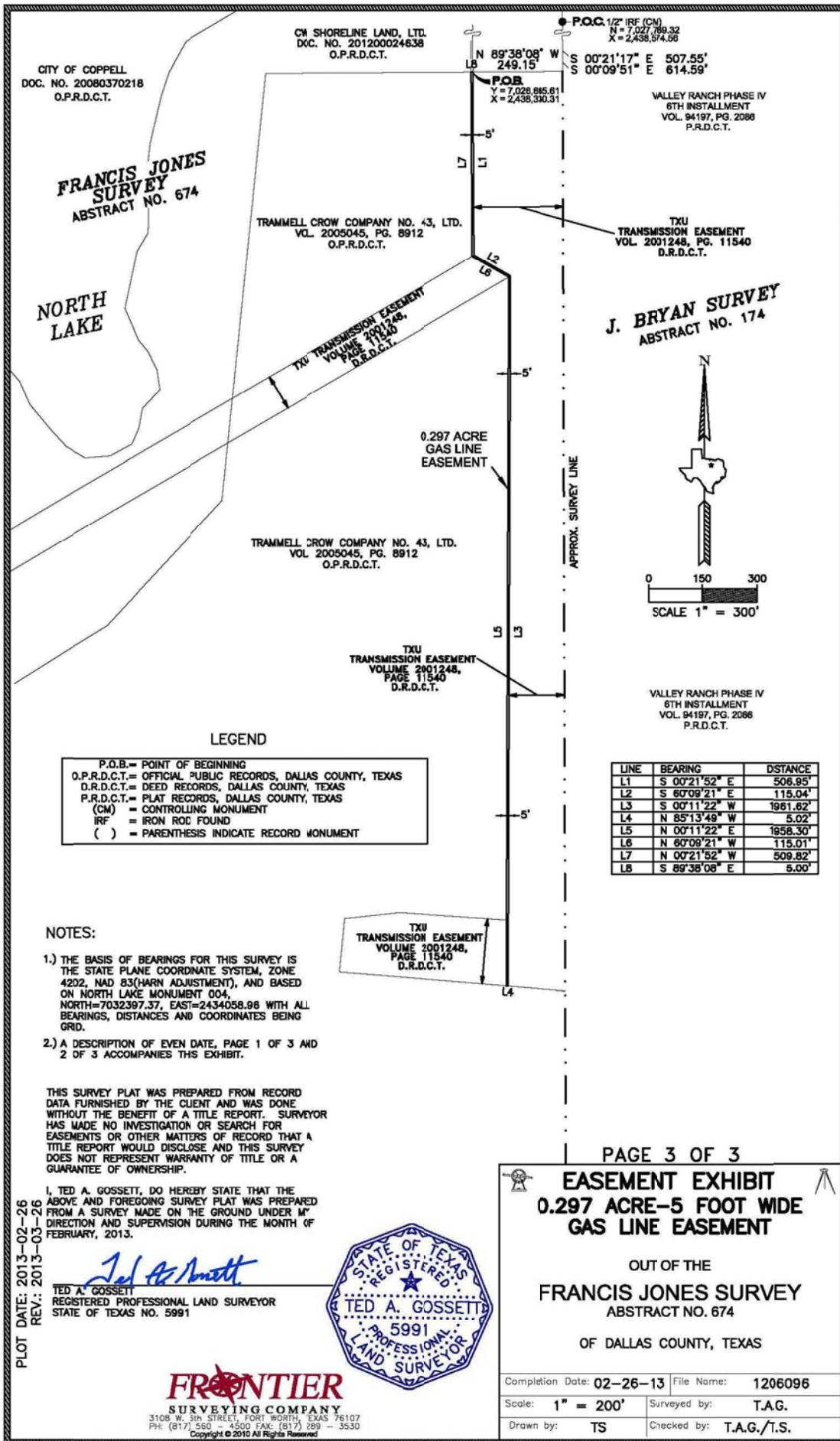


Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
April 2013



SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTHLAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).
3. AN EXHIBIT OF EVEN DATE (PAGE 3 OF 3) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.



CITY OF COPPELL
DOC. NO. 20080370218
O.P.R.D.C.T.

**FRANCIS JONES
SURVEY
ABSTRACT NO. 674**

**NORTH
LAKE**

TRAMMELL CROW COMPANY NO. 43, LTD.
VOL. 2005045, PG. 8912
O.P.R.D.C.T.

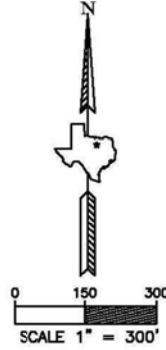
TRAMMELL CROW COMPANY NO. 43, LTD.
VOL. 2005045, PG. 8912
O.P.R.D.C.T.

P.O.C. 1/2" IRF (CM)
N = 7,027,769.32
X = 2,438,574.56
S 00°21'17" E 507.55'
00°09'51" E 614.59'

VALLEY RANCH PHASE IV
6TH INSTALLMENT
VOL. 94197, PG. 2086
P.R.D.C.T.

TXU
TRANSMISSION EASEMENT
VOL. 2001248, PG. 11540
D.R.D.C.T.

**J. BRYAN SURVEY
ABSTRACT NO. 174**



VALLEY RANCH PHASE IV
6TH INSTALLMENT
VOL. 94197, PG. 2086
P.R.D.C.T.

LEGEND

P.O.B.	= POINT OF BEGINNING
O.P.R.D.C.T.	= OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
D.R.D.C.T.	= DEED RECORDS, DALLAS COUNTY, TEXAS
P.R.D.C.T.	= PLAT RECORDS, DALLAS COUNTY, TEXAS
(CM)	= CONTROLLING MONUMENT
IRF	= IRON ROD FOUND
()	= PARENTHESIS INDICATE RECORD MONUMENT

LINE	BEARING	DISTANCE
L1	S 00°21'52" E	506.95'
L2	S 60°09'21" E	115.04'
L3	S 00°11'22" W	1961.62'
L4	N 85°13'49" W	5.02'
L5	N 00°11'22" E	1958.30'
L6	N 60°09'21" W	115.01'
L7	N 00°21'52" W	509.82'
L8	S 89°38'08" E	5.00'

NOTES:

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT), AND BASED ON NORTH LAKE MONUMENT 004, NORTH=7032397.37, EAST=2434058.96 WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
- 2.) A DESCRIPTION OF EVEN DATE, PAGE 1 OF 3 AND 2 OF 3 ACCOMPANIES THIS EXHIBIT.

THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, TED A. GOSSETT, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF FEBRUARY, 2013.

TED A. GOSSETT
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5991



FRONTIER
SURVEYING COMPANY
310B W. 3th STREET, FORT WORTH, TEXAS 76107
PH: (817) 560-4500 FAX: (817) 289-3530
Copyright © 2010 All Rights Reserved.

PAGE 3 OF 3

**EASEMENT EXHIBIT
0.297 ACRE-5 FOOT WIDE
GAS LINE EASEMENT**

OUT OF THE
FRANCIS JONES SURVEY
ABSTRACT NO. 674
OF DALLAS COUNTY, TEXAS

Completion Date:	02-26-13	File Name:	1206096
Scale:	1" = 200'	Surveyed by:	T.A.G.
Drawn by:	TS	Checked by:	T.A.G./T.S.

PLOT DATE: 2013-02-26
REV: 2013-03-26

JOB #: 1206096

EXHIBIT C-2

OIL AND GAS TRANSMISSION EASEMENT AREA

ATTACHED

FIELD NOTE DESCRIPTION

BEING a 9.389 acre tract of land situated in the J.G. Carlock Survey, Abstract No. 312 and the Francis Jones Survey, Abstract No. 674 in Dallas County, Texas, and being a portion of a tract of land described in deed to Dallas Power & Light Company, recorded in Volume 4378, Page 372, of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and a portion of a tract of land described in deed to Dallas Power & Light Company, recorded in Volume 4420, Page 549 D.R.D.C.T.. Said 9.389 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron rod found at the northwest corner of the Grand Estates at Northlake Hills Phase II, recorded in Volume 2005041, Page 185 of the Plat Records of Dallas County, Texas (P.R.D.C.T.) and in the south line of a tract of land described in deed to Crow-Billingsley Belt Line, LTD., recorded in Volume 86068, Page 5186 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) from which a 3/4 inch iron rod found capped "PEWITT" bears S 32°30'50" W, a distance of 0.78 feet;

THENCE: S 00° 22' 55" E, with the West line of said Grand Estates at Northlake Hills Phase II, a distance of 622.33 feet to **THE POINT OF BEGINNING**;

THENCE: S 00° 22' 55" E, continuing with the West line of said Grand Estates at Northlake Hills Phase II, a distance of 480.17 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set for the southeast corner of this tract and the northeast corner of a tract of land described as "East Tract 1B" in deed to the City of Coppell, recorded in Document No. 20080370218 O.P.R.D.C.T.;

THENCE: WEST, with the north line of said City of Coppell tract, a distance of 251.43 feet to a point for corner;

THENCE: over and across said Dallas Power & Light Company tract the following courses and distances;

N 00°21'52" W, a distance of 501.89 feet to a point for corner;

N 30°31'08" W, a distance of 1574.25 feet to a point for corner;

EAST, a distance of 272.06 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set in the west line of a tract of land described as "Tract 4", in deed to Crow-Billingsley North Lake HB&T Joint Venture, recorded in Volume 90106, Page 2492 D.R.D.C.T. from which a 1/2 inch iron rod found capped "RPLS6013TX" bears N 00°34'01" W, a distance of 75.72 feet;

THENCE: S 00°34'01" E, with the west line of said Crow-Billingsley North Lake HB&T Joint Venture Tract and the west line of a tract of land described in deed to Trammel Crow Company No. 43 Et al, recorded in Document No. 20070001189 O.P.R.D.C.T., and passing a chain link fence corner post at the south corner of said Crow-Billingsley North Lake HB&T Joint Venture Tract and the common northwest corner of said Trammel Crow Company No. 43 Et al tract at a distance of 69.38 feet and continuing with the west line of said Trammel Crow Company No. 43 Et al tract, a total distance of 169.15 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set for corner from which a chain link fence post found bears N 83°16'45" W, a distance of 2.93 feet;

THENCE: S 30° 26'32" E, continuing with the West line of said Trammel Crow Company No. 43 Et al tract, a distance of 678.19 feet to a 5/8 inch iron rod with Aluminum Cap stamped "Frontier Surveying Company – RPLS 5991" set at the southwest corner of said Trammel Crow Company No. 43 Et al tract from which a chain link fence post bears S 39°51'52" E, a distance of 1.33 feet;

THENCE: S 89°46'16" E, with the south line of said Trammel Crow Company No. 43 Et al Tract, a distance of 66.07 feet to a point for corner;

THENCE: S 30°30'02" E, over and across said Dallas Power & Light Company tract, a distance of 723.95 feet to the **POINT OF BEGINNING** and containing 9.389 acres of land more or less.

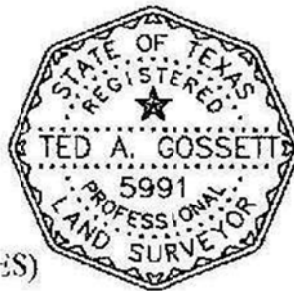
This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of August 2012.

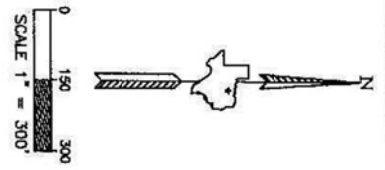


Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
(SEE PAGE 2 FOR SURVEYORS NOTES)

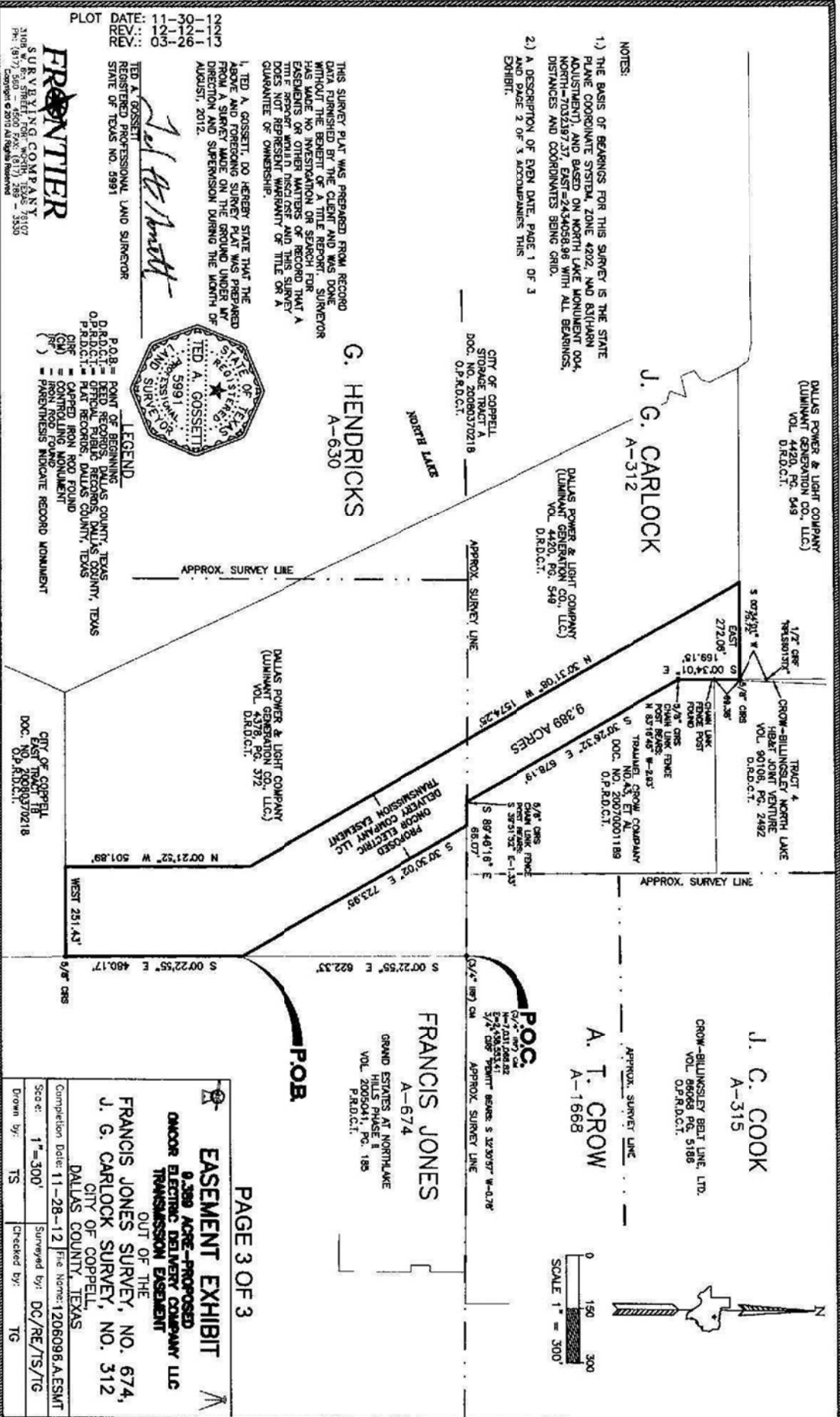


SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTHLAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).
3. AN EXHIBIT OF EVEN DATE (PAGE 3 OF 3) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.



- NOTES:
- 1) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, ZONE 4202, AND ADJACENT ADJUSTMENTS) AND BASED ON NORTH LAKE MONUMENT 004, NORTHWEST 1/4, SECTION 36, T11N, R11E, EAST-245058.96 WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
 - 2) A DESCRIPTION OF EBN DATE, PAGE 1 OF 3 AND PAGE 2 OF 3 ACCOMPANIES THIS EXHIBIT.



THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF THE SURVEYOR'S FIELD INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TIME REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, TED A. GOSSSETT, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY PLAT WAS PREPARED AND FILED UNDER MY REGISTRATION NO. 11111-00000 IN THE COUNTY OF DALLAS, TEXAS, ON AUGUST 20, 2012.

TED A. GOSSSETT
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 9991



LEGEND

POB = POINT OF BEGINNING
 D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
 P.R.D.C.T. = PLAT RECORDS, DALLAS COUNTY, TEXAS
 D.I.F. = DEED RECORDS, DALLAS COUNTY, TEXAS
 (C) = CONTROLING MONUMENT
 (R) = RECORDING MONUMENT
 (P) = PREVIOUS RECORD RECORD MONUMENT

PLOT DATE: 11-28-12
 SCALE: 1"=300'
 DRAWN BY: TS
 CHECKED BY: TG

EASEMENT EXHIBIT
 0.389 ACRE-PROPOSED
 ONCOOR ELECTRIC DELIVERY COMPANY LLC
 TRANSMISSION EASEMENT
 OUT OF THE
 FRANCIS JONES SURVEY, NO. 674,
 J. G. CARLOCK SURVEY, NO. 312
 CITY OF COPPELL
 DALLAS COUNTY, TEXAS

Completion Date: 11-28-12 | File Name: 1206096.A.ESMT
 Scale: 1"=300' | Surveyed by: DC/RE/TS/TG
 Drawn by: TS | Checked by: TG

FIELD NOTE DESCRIPTION

BEING a 7.092 acre tract of land situated in the Francis Jones Survey, Abstract No. 674, in Dallas County, Texas, and being a portion of a tract of land described as "EAST TRACT 1B" in deed to the City of Coppell, recorded in Document No. 20080370218 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a point (N = 7,029,964.34, E = 2,438,309.33) in the north line of said City of Coppell tract from which a 3/4 inch iron rod found at the northwest corner of the Final Plat of Grand Hills Estates At Northlake Hills Phase II, recorded in Volume 2005041, Page 185 of the Plat Records of Dallas County, Texas (P.R.D.C.T.) bears N 12°29'00" E, a distance of 1129.18 feet;

THENCE: East, with the North line of said City of Coppell tract, a distance of 251.43 feet to a point for corner;

THENCE: S 00°22'12" E, with said West line, a distance of 1228.42 feet to a point for corner;

THENCE: West, with the South line of said City of Coppell tract, a distance of 251.55 feet to a point for corner;

THENCE: N 00°21'52" W, over and across said City of Coppell tract, a distance of 1228.42 feet to the **POINT OF BEGINNING** and containing 7.092 acres of land more or less.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of August 2012.



Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
November 2012

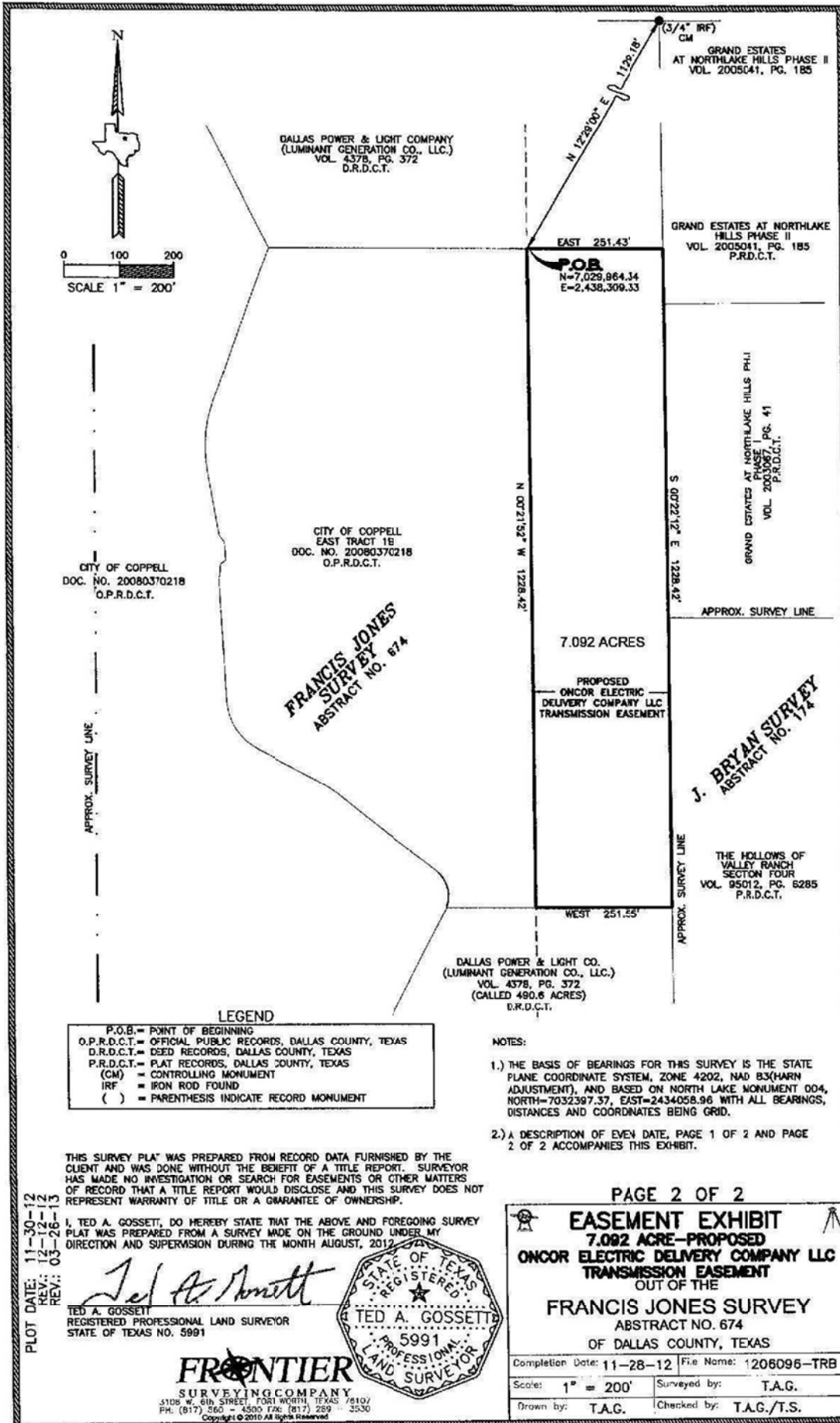


SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTHLAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.

2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).

3. AN EXHIBIT OF EVEN DATE (PAGE 2 OF 2) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.



FIELD NOTE DESCRIPTION

BEING a 6.951 acre tract of land situated in the Francis Jones Survey, Abstract No. 674, in Dallas County, Texas, and being a portion of a called 490.6 acre tract of land described in deed to Dallas Power & Light Company, recorded in Volume 4378, Page 372, of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "FRONTIER SURVEYING COMPANY RPLS - 5991" set (N = 7,028,735.94, E = 2,438,568.69) at the southwest corner of a tract of land described as EAST TRACT 1B" in deed to the City of Coppell, recorded in Document No. 20080370218 Official Public Records Dallas County, Texas (O.P.R.D.C.T.) and in the west line of the Final Plat of The Hollows of Valley Ranch Section Four, recorded in Volume 95012, Page 6285 of the Plat Records of Dallas County, Texas (P.R.D.C.T.) from which a 3/4 inch iron rod found at the northwest corner of the Final Plat of Grand Estates At Northlake Hills Phase II, recorded in Volume 2005041, Page 185 P.R.D.C.T. bears N 00°22'32" W, a distance of 2330.92 feet;

THENCE: S 00° 21'19" E, with the west line of said Hollows of Valley Ranch Section Four and the west line of The Final Plat of the Hollows of Valley Ranch, Amended, Section Two, Recorded in Volume 94067, Page 7887 P.R.D.C.T., a distance of 947.44 feet to a point at the southwest corner of said Hollows of Valley Ranch, Amended, Section Two and the common northwest corner of The Amended Final Plat of Valley Ranch, Phase IV, 6th Installment, from which a 1/2 inch iron rod found bears N 45°52'59" E, a distance of 1.00 foot;

THENCE: S 00° 21'17" E, with the West line of said Valley Ranch Phase IV-6th Installment, a distance of 256.81 feet to a 1/2" iron rod found at the northeast corner of a tract of land conveyed to C W Shoreline Land, LTD., recorded in Document No. 201200024638 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

THENCE: West, with the North line of said C W Shoreline Land, LTD. tract, a distance of 251.35 feet to a point for corner;

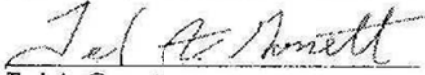
THENCE: N 00° 21' 52" W, over and across said Dallas Power & Light Company, tract, a distance of 1204.26 feet to a point for corner in the south line of said City of Coppell Tract;

THENCE: East, with the South line of said City of Coppell tract, a distance of 251.55 feet to the **POINT OF BEGINNING** and containing 6.951 acres of land more or less.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of August 2012.


Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
April 2013



3108 W. 6th Street
Fort Worth, Texas 76107



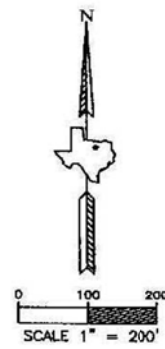
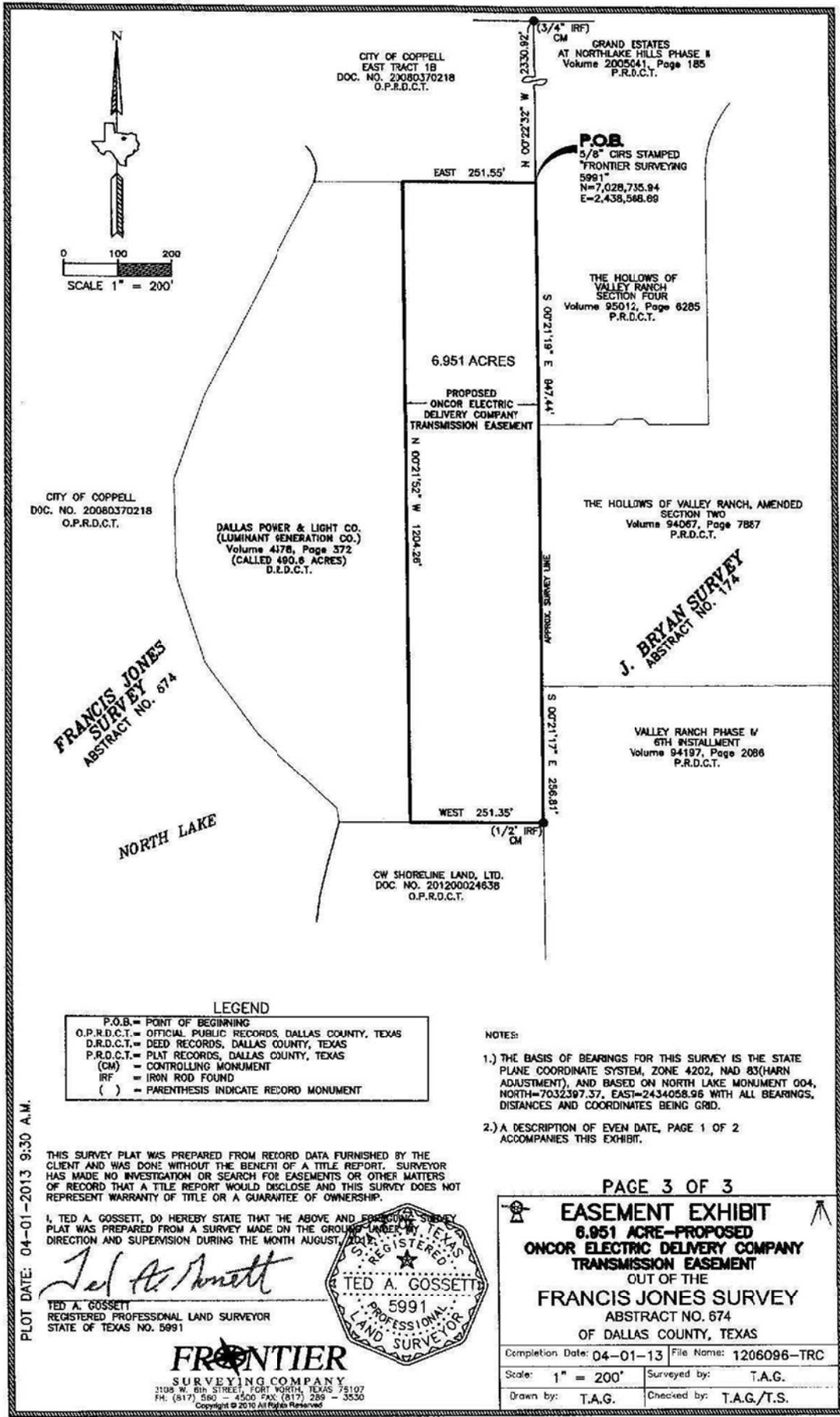
817-560-4500
Fax: 817-289-3530

SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTILAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.

2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).

3. AN EXHIBIT OF EVEN DATE (PAGE 2 OF 2) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.



CITY OF COPPELL
DOC. NO. 20080370218
O.P.R.D.C.T.

DALLAS POWER & LIGHT CO.
(LUMINANT GENERATION CO.)
Volume 4178, Page 372
(CALLED 490.6 ACRES)
D.I.D.C.T.

FRANCIS JONES
SURVEY
ABSTRACT NO. 674

NORTH LAKE

CITY OF COPPELL
EAST TRACT 1B
DOC. NO. 20080370218
O.P.R.D.C.T.

GRAND ESTATES
AT NORTHLAKE HILLS PHASE II
Volume 2005041, Page 185
P.R.D.C.T.

P.O.B.
5/8" CIRS STAMPED
FRONTIER SURVEYING
5991"
N=7,028,735.94
E=2,438,568.69

THE HOLLOWES OF
VALLEY RANCH
SECTION FOUR
Volume 95012, Page 6285
P.R.D.C.T.

THE HOLLOWES OF VALLEY RANCH, AMENDED
SECTION TWO
Volume 94067, Page 7867
P.R.D.C.T.

J. BRYAN SURVEY
ABSTRACT NO. 174

VALLEY RANCH PHASE IV
6TH INSTALLMENT
Volume 94197, Page 2086
P.R.D.C.T.

CW SHORELINE LAND, LTD.
DOC. NO. 201200024638
O.P.R.D.C.T.

LEGEND

- P.O.B. = POINT OF BEGINNING
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORDS, DALLAS COUNTY, TEXAS
- (CM) = CONTROLLING MONUMENT
- IRF = IRON ROD FOUND
- () = PARENTHESIS INDICATE RECORD MONUMENT

NOTES:

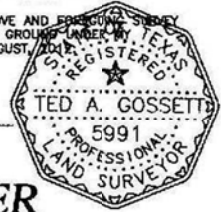
- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83(HARN ADJUSTMENT), AND BASED ON NORTH LAKE MONUMENT 004, NORTH=7032397.37, EAST=2434058.96 WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
- 2.) A DESCRIPTION OF EVEN DATE, PAGE 1 OF 2 ACCOMPANIES THIS EXHIBIT.

PLOT DATE: 04-01-2013 9:30 A.M.

THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, TED A. GOSSETT, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY TEXAS DIRECTION AND SUPERVISION DURING THE MONTH AUGUST 2013.

Ted A. Gossett
TED A. GOSSETT
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5991



FRONTIER
SURVEYING COMPANY
3108 W. 6TH STREET, FORT WORTH, TEXAS 76107
PH. (817) 580 - 4500 FAX (817) 289 - 3530
Copyright © 2010 All Rights Reserved.

PAGE 3 OF 3

EASEMENT EXHIBIT
6.951 ACRE-PROPOSED
ONCOR ELECTRIC DELIVERY COMPANY
TRANSMISSION EASEMENT
OUT OF THE
FRANCIS JONES SURVEY
ABSTRACT NO. 674
OF DALLAS COUNTY, TEXAS

Completion Date: 04-01-13	File Name: 1206096-TRC
Scale: 1" = 200'	Surveyed by: T.A.G.
Drawn by: T.A.G.	Checked by: T.A.G./T.S.

JOB # 1206096

FIELD NOTE DESCRIPTION

BEING a 4.977 acre tract of land situated in the Francis Jones Survey, Abstract No. 674, in Dallas County, Texas, and being a portion of a tract of land described in deed to CW Shoreline Land, LTD. recorded in Document No. 201200024638, of the Official Public Records Dallas County, Texas (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found (Y = 7,027,531.71, X = 2,438,576.16) at the northeast corner of said CW Shoreline Land, LTD., tract and the common the southeast corner of a tract of land described deed to Dallas Power & Light Co., recorded in Volume 4378, Page 372 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and at an angle point in west line of a tract of land described as Valley Ranch Phase IV 6th Installment, recorded in Volume 94197, Page 2086, of Plat Records Dallas County, Texas (P.R.D.C.T.);

THENCE: with the west line of said Valley Ranch Phase IV 6th Installment the following courses and distances;

S 00° 21' 17" E, a distance of 250.74 feet to a point for corner;

S 00° 09' 50" E, a distance of 613.79 feet to the southeast corner of said CW Shoreline Land, LTD. tract and the common northeast corner of a tract of land described in deed to Trammell Crow Company No. 43, LTD, recorded in Volume 2005045, Page 8912, of the Official Public Records Dallas County, Texas (O.P.R.D.C.T.);

THENCE: S 89°38'08" W, with the north line of said Trammell Crow Company No. 43, LTD tract, a distance of 249.15 feet to a point for corner;

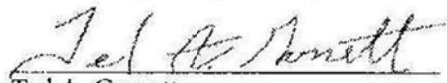
THENCE: N 00° 21' 52" W, over and across said CW Shoreline Land, LTD. tract, a distance of 866.12 feet to a point for corner in the north line of said CW Shoreline Land, LTD. tract and the common south line of said Dallas Power & Light Co. tract;

THENCE: East, with said common line, a distance of 251.35 feet to the **POINT OF BEGINNING** and containing 4.977 acres of land more or less.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of August 2012.


Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
April 2013



3108 W. 6th Street
Fort Worth, Texas 76107



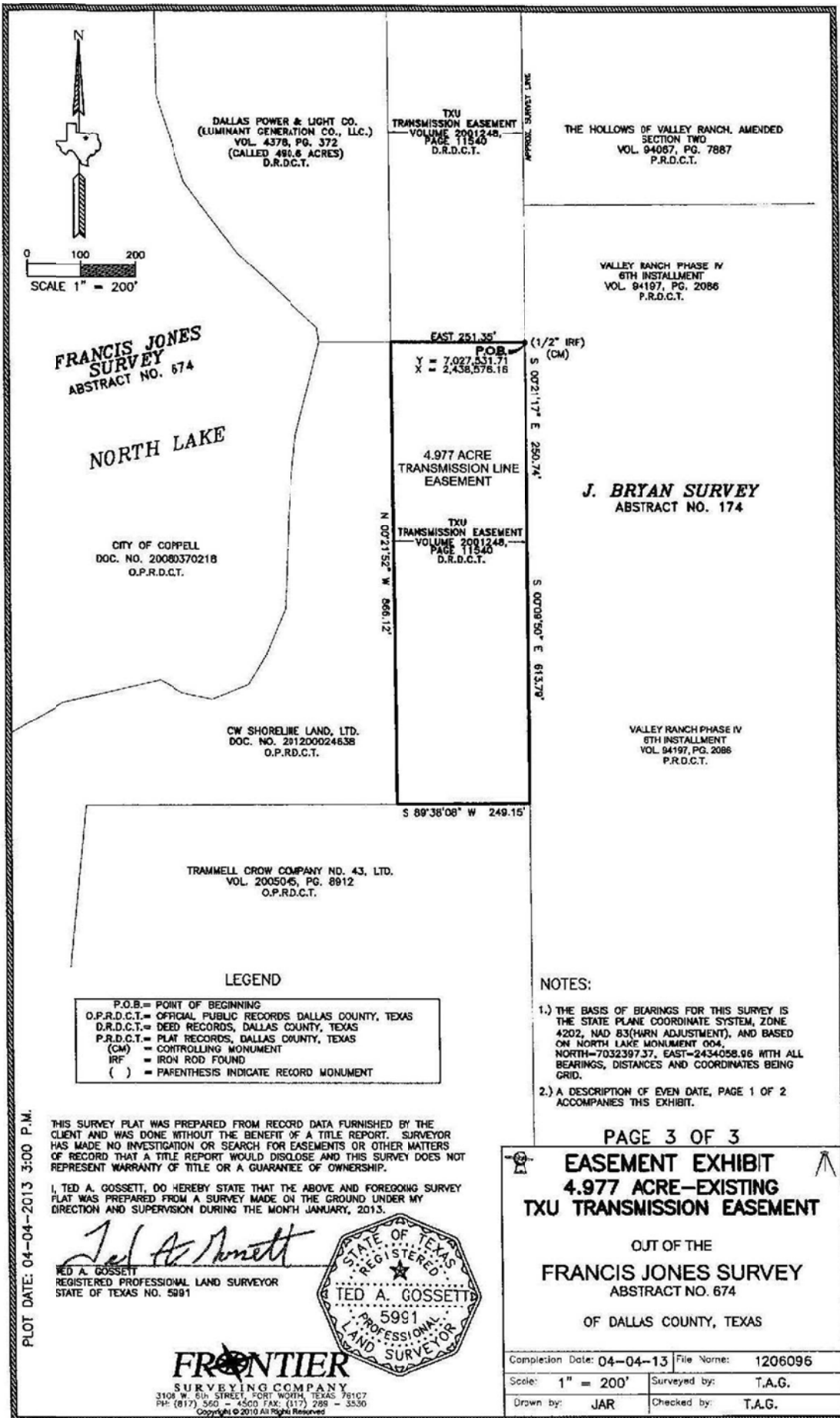
817-560-4500
Fax: 817-289-3530

SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTHLAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.

2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).

3. AN EXHIBIT OF EVEN DATE (PAGE 2 OF 2) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.

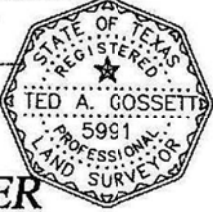


PLOT DATE: 04-04-2013 3:00 P.M.

THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, TED A. GOSSETT, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH JANUARY, 2013.

Ted A. Gossett
 TED A. GOSSETT
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 5991



FRONTIER
 SURVEYING COMPANY
 3108 W. 8th STREET, FORT WORTH, TEXAS 76107
 PH: (817) 360-4500 FAX: (817) 298-3530
 Copyright © 2010 All Rights Reserved

LEGEND

P.O.B. = POINT OF BEGINNING
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS
 D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
 P.R.D.C.T. = PLAT RECORDS, DALLAS COUNTY, TEXAS
 (CM) = CONTROLLING MONUMENT
 IRF = IRON ROD FOUND
 () = PARENTHESIS INDICATE RECORD MONUMENT

NOTES:

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83(HARN ADJUSTMENT), AND BASED ON NORTH LAKE MONUMENT 004, NORTH=7032397.37, EAST=2434058.96 WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
- 2.) A DESCRIPTION OF EVEN DATE, PAGE 1 OF 2 ACCOMPANIES THIS EXHIBIT.

PAGE 3 OF 3

EASEMENT EXHIBIT
4.977 ACRE-EXISTING
TXU TRANSMISSION EASEMENT

OUT OF THE
FRANCIS JONES SURVEY
 ABSTRACT NO. 674
 OF DALLAS COUNTY, TEXAS

Completion Date: 04-04-13	File Name: 1206096
Scale: 1" = 200'	Surveyed by: T.A.G.
Drawn by: JAR	Checked by: T.A.G.

JOB # 100130

FIELD NOTE DESCRIPTION

BEING a 2.968 acre tract of land situated in the Francis Jones Survey, Abstract No. 674, in Dallas County, Texas, and being a portion of a tract of land described in deed to Trammell Crow Company No. 43, LTD., recorded in Volume 2005045, Page 8912, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING: at a 1/2 inch iron rod found (Y = 7,027,789.32, E = 2,438,574.56) at the northeast corner of Valley Ranch Phase IV 6th installment, recorded in Volume 94197, Page 2086, Plat Records, Dallas County, Texas, (P.R.D.C.T.);

THENCE: with the west line of a said Valley Ranch Phase IV 6th Installment tract the following courses and distances:

S 00°21'17" E, a distance of 507.55 feet to a point for corner;

S 00°09'51" E, a distance of 614.59 feet, to the northeast corner of said Trammell Crow Company No. 43, LTD. tract, and the common southeast corner of a tract of land described in deed to CW Shoreline Land, LTD., recorded in Document No. 201200024638 Official Public Records Dallas County, Texas (O.P.R.D.C.T.);

THENCE: S 89° 38' 08" W with the north line of said Trammell Crow Company No. 43, LTD. tract and the common south line of said CW Shoreline Land, LTD., tract, a distance of 199.15 feet to the **POINT OF BEGINNING** (Y = 7,026,665.93, X = 2,438,380.31);

THENCE: over and across said Trammell Crow Company No. 43, LTD., tract the following courses and distances:

S 00°21'52" E, a distance of 478.20 feet to a point for corner;

S 60°09'21" E, a distance of 115.37 feet to a point for corner;

S 00°11'22" W, a distance of 1,994.69 feet to a point for corner;

N 85°13'49" W, a distance of 50.16 feet to a point for corner;

N 00°11'22" E, a distance of 1961.61 feet to a point for corner;

N 60°09'21" W, a distance of 115.04 feet to a point for corner;

N 00°21'52" W, a distance of 506.95 feet to a point for corner in the north line of said Trammell Crow Company No. 43, LTD., tract and the common south line of said CW Shoreline Land, LTD., tract;

THENCE: N 89°38'08" E, with the said common line, a distance of 50.00 to the **POINT OF BEGINNING** and containing 2.968 acres of land more or less.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*.

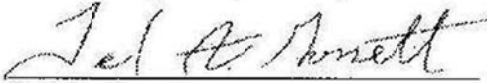
The survey plat was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent a warranty of title or a guarantee of ownership.

3108 W. 6th Street
Fort Worth, Texas 76107

FRONTIER
SURVEYING COMPANY
www.frontiersurveying.com

817-560-4500
Fax: 817-289-3530

I, Ted A. Gossett, do hereby state that the above and foregoing description was prepared from a survey made on the ground, under my direction and supervision during the month of February 2013.



Ted A. Gossett
Registered Professional Land Surveyor
State of Texas No. 5991
April 2013

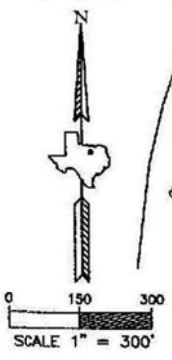
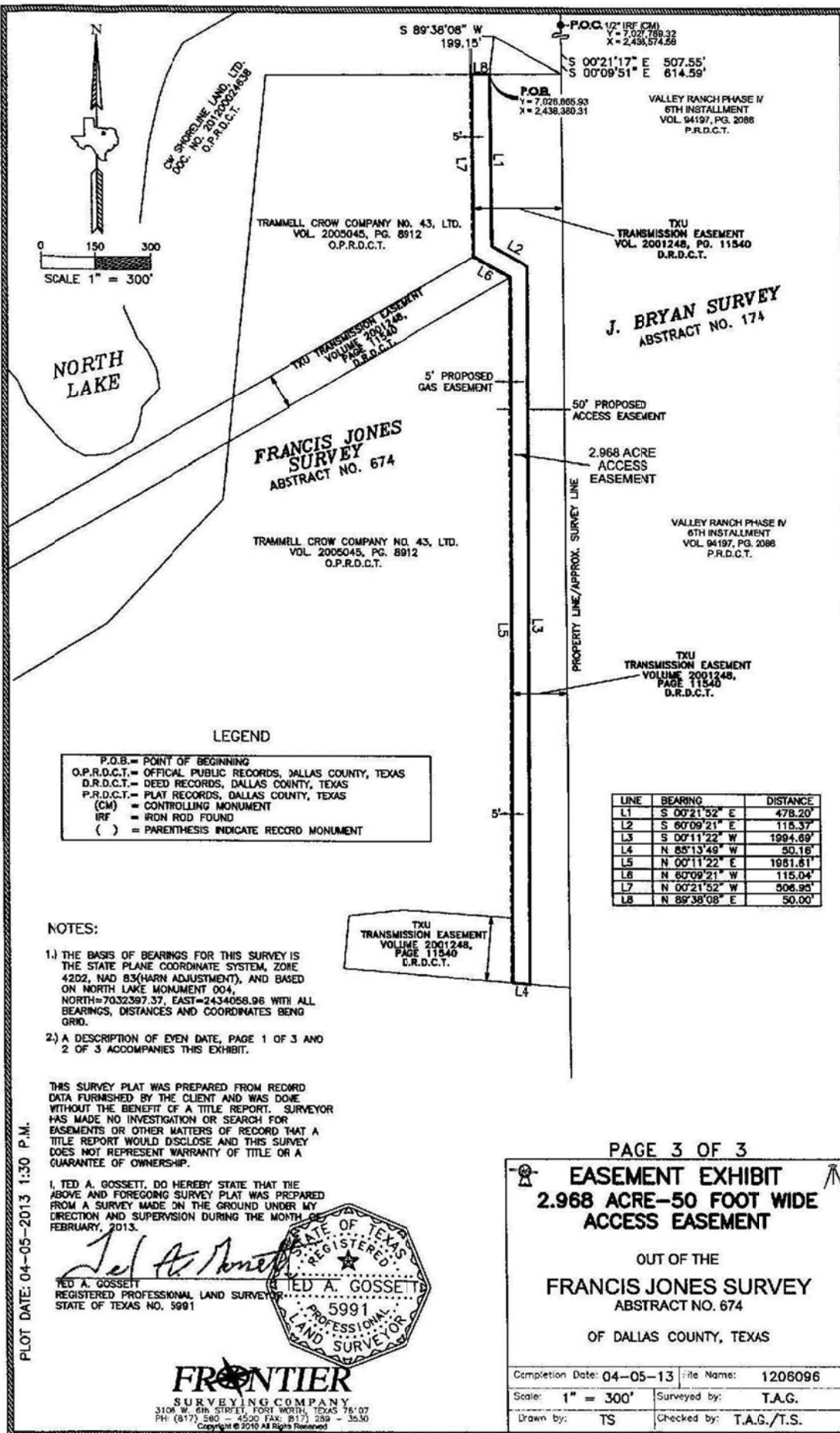


SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83 (HARN ADJUSTMENT) AND BASED ON NORTHLAKE MONUMENT 004. N=7032397.37, E=2434058.96, WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.

2. BEFORE DIGGING IN THIS AREA, CALL THE TEXAS EXCAVATION SAFETY SYSTEM (800-DIG-TESS).

3. AN EXHIBIT OF EVEN DATE (PAGE 3 OF 3) ACCOMPANIES THIS FIELD NOTE DESCRIPTION.



NORTH LAKE

FRANCIS JONES SURVEY
ABSTRACT NO. 674

J. BRYAN SURVEY
ABSTRACT NO. 174

TRAMMELL CROW COMPANY NO. 43, LTD.
VOL. 2005045, PG. 8912
O.P.R.D.C.T.

VALLEY RANCH PHASE IV
6TH INSTALLMENT
VOL. 94197, PG. 2086
P.R.D.C.T.

LEGEND

- P.O.B. = POINT OF BEGINNING
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T. = DEED RECORDS, DALLAS COUNTY, TEXAS
- P.R.D.C.T. = PLAT RECORDS, DALLAS COUNTY, TEXAS
- (CM) = CONTROLLING MONUMENT
- IRF = IRON ROD FOUND
- () = PARENTHESIS INDICATE RECORD MONUMENT

LINE	BEARING	DISTANCE
L1	S 00°21'52" E	478.20'
L2	S 60°09'21" E	115.37'
L3	S 00°11'22" W	1994.69'
L4	N 85°13'49" W	50.16'
L5	N 00°11'22" E	1981.81'
L6	N 60°09'21" W	115.04'
L7	N 00°21'52" W	506.95'
L8	N 89°38'08" E	50.00'

NOTES:

- 1) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, ZONE 4202, NAD 83(HARN ADJUSTMENT), AND BASED ON NORTH LAKE MONUMENT 004, NORTH=7032397.37, EAST=2434058.96 WITH ALL BEARINGS, DISTANCES AND COORDINATES BEING GRID.
- 2) A DESCRIPTION OF EVEN DATE, PAGE 1 OF 3 AND 2 OF 3 ACCOMPANIES THIS EXHIBIT.

THIS SURVEY PLAT WAS PREPARED FROM RECORD DATA FURNISHED BY THE CLIENT AND WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. SURVEYOR HAS MADE NO INVESTIGATION OR SEARCH FOR EASEMENTS OR OTHER MATTERS OF RECORD THAT A TITLE REPORT WOULD DISCLOSE AND THIS SURVEY DOES NOT REPRESENT WARRANTY OF TITLE OR A GUARANTEE OF OWNERSHIP.

I, TED A. GOSSETT, DO HEREBY STATE THAT THE ABOVE AND FOREGOING SURVEY PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF FEBRUARY, 2013.

Ted A. Gossett
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5991



FRONTIER
SURVEYING COMPANY
3104 W. 6th STREET, FORT WORTH, TEXAS 76107
PH (817) 560 - 4500 FAX: (817) 289 - 3530
Copyright © 2013 All Rights Reserved

PAGE 3 OF 3

EASEMENT EXHIBIT
2.968 ACRE-50 FOOT WIDE ACCESS EASEMENT

OUT OF THE
FRANCIS JONES SURVEY
ABSTRACT NO. 674

OF DALLAS COUNTY, TEXAS

Completion Date: 04-05-13 File Name: 1206096
Scale: 1" = 300' Surveyed by: T.A.G.
Drawn by: TS Checked by: T.A.G./T.S.

PLOT DATE: 04-05-2013 1:30 P.M.

JOB #: 1206096

EXHIBIT D
LANDSCAPING PLAN
ATTACHED

