DECEMBER 9, 2024

BE IT REMEMBERED THAT A REGULAR MEETING OF THE County Legislative Body for the County of Lauderdale and State of Tennessee was held at the Courthouse in the town of Ripley, on the 2nd Monday in December, on the 9th day of said month, and year OF OUR LORD TWO THOUSAND TWENTY FOUR, present and presiding Maurice Gaines, County Mayor, Linda Summar, County Clerk,

Lawrence Andrews, Mark Ballard, Don Connell, Gene Edwards, Rob Harris, Danny Hartsfield, Jeff Henson, Ronnie Jackson, Sherry Jones, Kaye Jordon, Brian Maclin, Dale McCaslin, Terry Mills, Mary Moore, Eugene Pugh, Joe Pursell, J. Reed Sanders Jr, Tommy Sanders, Erin Smith, Lowell Tillman Jr, Dan Ungerecht Jr, and Susan Worlds.

ABSENT: Joe Carmack and Todd Rankin.

CALL TO ORDER

Brian Kelley, Lauderdale County Sheriff, called the December 9, 2024 Lauderdale County

Commission Meeting to Order.

OPENING PRAYER

Pastor Ron Smith

APPROVAL OF MINUTES

Motion was made by Commissioner T. Sanders to approve the minutes of the November 18, 2024 Commission Meeting. Motion was seconded by Commissioner M. Ballard and approved.



LINDA SUMMAR LAUDERDALE COUNTY CLERK 307 S WASHINGTON ST RIPLEY, TN 38063 (731)635-2561 Office (731)635-4301 Fax

November 20, 2024

Re: Retirement

Maurice Gaines, Lauderdale County Mayor 100 Court Square Ripley, TN 38063

Dear Mayor Gaines,

I, Linda Summar, will be retiring and resigning my position as Lauderdale County Clerk effective December 31, 2024. I am looking forward to my retirement. It has been my privilege to serve the citizens of Lauderdale County as the County Clerk for the past 40 years.

Thank You

Linda Summar,

Lauderdale County Clerk

Maurice Gaines, County Mayor, announced the retirement of Ms. Linda Summar, Lauderdale County Clerk, effective December 31, 2024.

REQUEST TO APPOINT INTERIM LAUDERDALE COUNTY CLERK LEA TURNBOW

Maurice Gaines, County Mayor, made request to appoint Ms. Lea Turnbow as interim

Lauderdale County Clerk until a new clerk is elected. Motion was made by

Commissioner J. Purcell to approve the request for appointment. Motion was seconded by

Commissioner E. Smith and was unanimously approved.

2025 MONTHLY EMPLOYEE HEALTH INSURANCE PREMIUMS

BLUE CROSS BLUE SHIELD of TN-NETWORK S

PLAN	PREMIUM	DEDUCTIBLE	OUT OF POCKET
SINGLE	\$159.22	\$500.00	\$1,100.00
FAMILY	\$395.12	\$1,000.00	\$2,200.00

Motion was made by Commissioner T. Sanders to approve the above monthly employee health insurance premiums. Motion was seconded by Commissioner D. Connell and upon roll call vote was unanimously approved with a vote of _21_Ayes, _0_No, _2_Absent, and _1_Not Present for Vote.

LAUDERDALE COUNTY COMMISSION BUDGET AMENDMENTS December 9, 2024

FUND 101-County General No. Function Object Description (-) Debit (+) Credit Juvenile Services/SRO-Contracts w/Gov. Agencies 54240 -309 85,249 39000 Reserves 85,249 Refund for overpayment on SRO Grant rec'vd \$525,000 FY 23-24 85,249 **Grand Total Fund 101** 85,249 FUND 127-ARPA Function Object Description (+) Credit (-) Debit 58837 -718 ARPA - Motor Vehicles 240,000 Sheriff vehicles 240,000 39000 Reserves **Grand Total Fund 127** 240,000 240,000

Motion was made by Commissioner E. Smith to approve the Budget Amendments for Fund 101 and Fund 127. Motion was seconded by Commissioner D. Connell and upon roll call vote was unanimously approved with a vote of 21 Ayes, 0 No, 2 Absent, and

1 Not Present for Vote.

LAUDERDALE COUNTY HIGHWAY DEPARTMENT

Derek Kissell, P.E., Chief Highway Administrative Officer 888 Asbury-Glimp Road Ripley, TN 38063 Phone: (731) 635-9251 Fax: (731) 221-0718 STREET STREET

Date: December 3, 2024

Lauderdale County Commission 100 Court Square Ripley, TN 38063

Lauderdale County Highway Department is requesting the following budget transfer amendments:

Increase the following budget line items
63100-599 Other Charges (Building Maintenance) \$25,000.00
65000-502 Building Contents and Insurance \$1,500.00
Debit the following budget line items
68000-321 Engineering Services \$25,000.00
65000-213 Workman's Compensation Insurance \$1,500.00

Thanks

Derek Kissell

Motion was made by Commissioner D. Ungerecht to approve the Hwy Dept. Budget

Amendments. Motion was seconded by Commissioner R. Harris and upon roll call vote was

unanimously approved with a vote of __21_ Ayes, __0_ No, __2_ Absent, and

__1_ Not Present for Vote.

Permits November 2024

Total: \$60.00

2 Permits. (Storage Buildings and 1 Agriculture Bldg @ no charge)
Respectfully Submitted,
Paul Hankins, Permit Writer

Motion was made by Commissioner D. Ungerecht to approve the Building Permits Report.

Motion was seconded by Commissioner T. Sanders and was unanimously approved.

OTHER BUSINESS

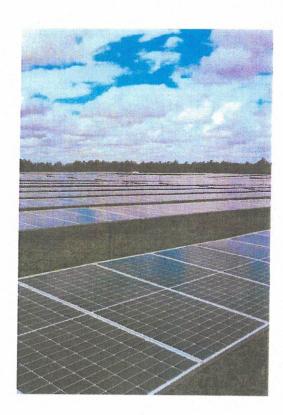
Representatives from Silicon Ranch (SR) discussed the future site of solar power in partnership with Forked Deer Electric (FDE).

Morey Hill, Manager of Economic and Community Development with Silicon Ranch (SR) discussed the economic benefits including tax revenue increase for the county, commitment to land stewardship, solar and agriculture production, and commitment to one hundred percent made in the United States of America solar modules and tracking systems.



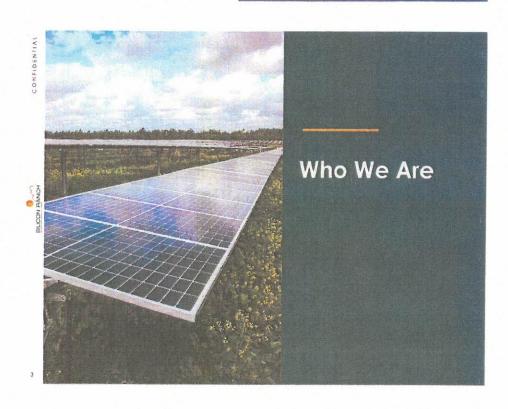
SR Forked Deer

siliconranch.com



SILICON RANCH

- Who We Are
- Local Impact of Solar
- Energy Needs in the Valley
- SR Forked Deer







Silicon Ranch

- Founded in 2011 and based in Nashville, Tennessee
- Fully integrated provider of customized renewable energy, carbon, and battery storage solutions
- One of the largest independent power producers in the country
- 6+ gigawatts contracted, under construction, or operating across the U.S. and Canada
- · Own and operate every project
- Maintain an unrivaled track record of project completion

Geographically Diverse Portfolio

Silicen Ranch's Operating. Under Construction and FFA-Executed Projects Span Across 16 States Coast-to-Coast and Aliaerta. CA

Operating

Development, Engineering, Construction







OWN



CONSTRUCT

- Develop, design, fund, construct,
- Committed to the communities we serve
- Source panels and supplies
- · Own our land and aim to leave it better than we found it

How Silicon Ranch Puts Communities First

1,5

FUND

CONFIDENTIAL

Engaging students on-site and off is a favorite activity for Silicon Ranch staff. Our in-house shepherds at our Snipesville Solar Ranch in Jeff Davis County, Georgia hosted a local high school animal science class for a half-day interactive educational event during lambing season. The students experienced firsthand our pairing of renewable energy generation and managed sheep grazing on one piece of land. And they learned how we restore the health of the land using animal impact while maximizing livestock production and animal welfare.



"The livestock production side of things is what we were interested in, and then we've just gotten so much more out of that."

- Amanda Woodlitch, the agriculture teacher at Atkinson County High School.





Commitment to Excellent Land Stewardship

- Design, construct, and manage projects in alignment with nature:
 Regenerative Energy®
- Regenerative land management restores soil health, biodiversity, and wildlife habitat
- Promote plant growth cycles and deep-rooted vegetation
- Leave the land better than we found it







Solar + Agriculture

- Many projects keep solar land in agricultural production: Agrivoltaics
- · Two crops
- Partner with local family sheep ranches
- Own and care for flock of 3,000 sheep
- Employ and train local shepherds
- Manage sheep intentionally to restore healthy soil, water, and air
- Measure outcomes





HONNE

1.1

Silicon Ranch Economic Development in Tennessee



Generation Capacity

1,500 MWac



Power Equivalent 140,000+ homes annually



Jobs Created 2,400





New Tax Revenues \$135,000,000+ over 40 years



Capital Investment \$1,800,000,000 Through 2025







1.2

1411

Solar Equipment Sourcing

- We invest in strategic domestic partnerships: First Solar and Nextracker
- · Critical goals
 - · Increase energy security
 - · Advance the energy transition
 - Support domestic solar manufacturing and job creation
 - Improve carbon footprint of our solar module supply and tracker technology
- Commitment to 100% made in USA solar modules and tracking systems
 - Procure made in USA equipment to the extent available
 - Long-term domestic manufacturer supply contracts support establishment of more U.S. facilities to meet 100% commitment over time



Solar Farm Decommissioning



Silicon Ranch will be responsible for removal of project components and restoration of any disturbed soil and re-vegetation of the site at end of life.



X 4

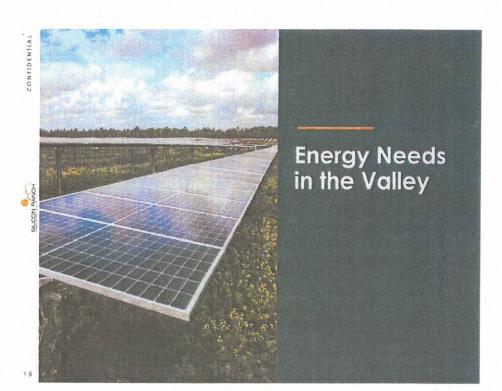
Solar panels will be removed from mounting, loaded into trucks, and transported to recycling facility. In the future, solar recyclers may deconstruct panels on-site.



Except for solar panels, demolition debris and removed equipment will be cut or dismantled into pieces that can be safely lifted or carried with the on-site equipment being used. The majority will be processed for transportation to an offsite recycling center.

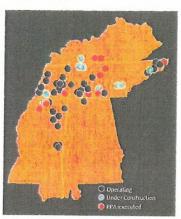


Post-decommissioning monitoring of the site will occur to confirm re-vegetation is successful.



3.4





Key Drivers

- Population growth at triple the national average.
- Tens of billions of dollars in new industry recruitment.

The Problem

Over the next 30 years, TVA
 must double or triple its
 current capacity to keep up
 with demand.

18

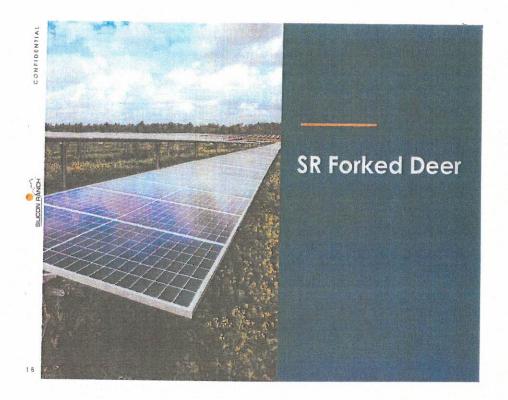
Energy Demand Driven By Unprecedented Economic Growth

The Solution

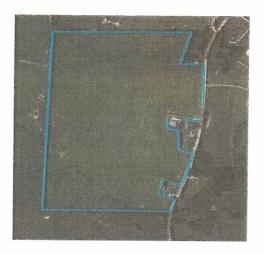
- TVA approved \$15 billion in system upgrades over the next three years.
- Increased investment in clean, reliable energy.
- Investments in renewable energy will require minima land use.

The Impact

- Reliable and cost-effective energy production.
- Increased ability to recruit industry and bring more jobs.

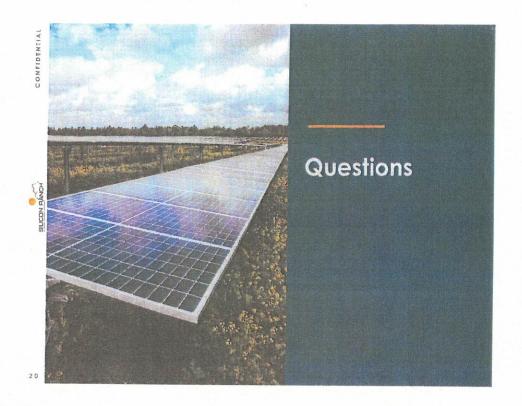


SR Forked Deer



- 2.5 MW; 65 acres
- \$4M capital investment
- · In partnership with Forked Deer Electric





ENERGY SITING AGREEMENT

This Energy Siting Agreement (the "<u>Agreement</u>") is made and entered into as of _______, 2024 (the "<u>Effective Date</u>"), by and between SR FORKED DEER, LLC, a Delaware limited liability company (the "<u>Developer</u>") and LAUDERDALE COUNTY, TENNESSEE, a governmental subdivision of the State of Tennessee (the "<u>County</u>"). The Developer and the County may hereafter each be referred to as a "<u>Party</u>" and collectively as the "<u>Parties</u>"

RECITALS

- A. Pursuant to 2024 Public Acts, Chapter No. 814 (the "<u>Act</u>"), the County is authorized to enter into energy siting agreements approving the siting in the County of an "energy project", as defined in Tenn. Code Ann. § 7-51-2401, including all sources listed in Tenn. Code Ann. §§ 7-51-2403 and 7-51-2404, upon a finding that such energy siting agreement is in the best interest of the County.
- B. Developer desires to develop an energy project for the production, storage and distribution of solar electricity on all or a portion of an approximately 67 acres of land located in the County as more particularly described on Exhibit A attached hereto (the "Land"), which energy project shall be comprised of a solar photovoltaic system, as further detailed on Exhibit B attached hereto and as potentially modified pursuant to Section 4 hereof (the "Project").
- C. Energy projects typically require five to seven years to develop, and prospective purchasers of the power generated from energy projects increasingly require greater certainty with respect to land use permitting, including protection from future changes in law.
- D. Developer desires to provide business certainty to prospective power purchasers, and the County desires to increase the likelihood that Developer will invest in the County through the construction of the Project.
- E. The County finds that the development of the Project is in the best interest of the County and that it is necessary and desirable for the Parties to enter into this Agreement, as authorized by the Act, for the purpose of establishing Developer's vested rights in the Project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

- I. Energy Siting Agreement. Pursuant to the Act, the County has determined that it is in the County's best interest to provide for the siting of the Project on the Land. The County represents and warrants that (i) as of the Effective Date, there are no zoning or land use restrictions or regulations related to the Land and the construction of the Project is lawful under all applicable ordinances, laws, rules, and regulations of the County (collectively, the "Development Standards"), and (ii) this Agreement constitutes a valid, binding and enforceable energy siting agreement, as that term is defined in the Act.
- 2. <u>Developer's Obligations.</u> Developer shall perform or cause the performance of the following, as consideration for the County entering into this Agreement:

- (a) Solar panel structures shall be set back at least one hundred (100) feet from all property lines unless a lesser setback is approved by the Board of Zoning Appeals.
- (b) The Project shall be enclosed by perimeter fencing to restrict unauthorized access at a height of six (6) feet in addition to one (1) foot of barbed wire.
 - (c) The Project area may host animals such as livestock to control vegetation.
- (d) The Project shall have signs (a) stating the risks that may result from contact with a GSES, (b) identifying the owner or operator of the GSES, and (c) providing a 24-hour emergency contact phone number. All signs displayed with respect to a GSES shall comply with the requirements of the applicable zoning district for displaying advertisements.
 - (e) The Project shall be located on a lot of no less than forty (40) acres in size.
- (f) The Project shall comply with all local, state and federal rules and regulations in effect as of the Effective Date and applicable NEC standards.
- (g) The Project decommissioning shall begin no later than twelve (12) months after the Project has permanently ceased to generate electricity, at which time the owner or operator of the GSES shall restore and reclaim the site within twenty-four (24) months after a GSES has permanently ceased to generate electricity. Notwithstanding anything to the contrary, a GSES will not be considered to have permanently ceased to generate electricity unless it has failed to diligently pursue the production of, or restoration of the GSES's ability to produce, electricity for at least twelve (12) consecutive months.
- (h) The Project shall conform with any applicable Federal Aviation Administration requirements and, if required, secure any necessary approvals prior to commencement of construction of the GSES.
- 3. Term. Pursuant to Tenn. Code Ann. § 13-3-413, as amended by the Act, the County acknowledges and agrees that (i) the Developer's property rights to the Land are vested as of the Effective Date for a period of ten (10) years (the "Term"), (ii) the Term precedes the vesting periods described in Tenn. Code Ann. § 13-3-413(c) and Tenn. Code Ann. § 13-3-413(d), and (iii) the Development Standards in effect on the Effective Date shall remain the Development Standards applicable to the Land and any improvements thereon during the Term.
- 4. <u>Modification.</u> Developer may, in Developer's sole discretion and without the consent of the County, modify the Project design from time to time in any way Developer deems necessary or favorable for the development of the Project, including but not limited to, adding battery energy storage or expanding the Project onto contiguous parcels of land, provided that Developer will provide the County with notice of any such expansion. If Developer expands the Project onto any non-contiguous parcel of land without the prior written consent of the County Mayor, which consent shall not be unreasonably withheld, conditioned or delayed, the development of such noncontiguous parcel shall not be deemed part of the "energy project" for the purposes of the Act.

County Representations, Warranties and Covenants.

(a) As of the Effective Date, the County represents and warrants that no Development Standards have been enacted in the County, including, but not limited to, setbacks, lot coverage and height restrictions, buffering requirements or restrictions on the use of the Property, and that the Developer is not

required to obtain any permits or pay any fees in order to proceed with the construction and installation of the Project, including, but not limited to, building permits, electrical permits, or any associated fees.

The County agrees and covenants that no other Development Standards will apply to the permitting, development and construction of the Project and that no permits or fees are required, other than those Development Standards and permitting requirements, as applicable, explicitly set forth in this Agreement.

6 Default.

- County Event of Default. A "County Event of Default" means any attempted (a) enforcement by the County of future changes in Development Standards against the Project during the Term, which attempted enforcement shall be null and void. In the case of a County Event of Default, Developer shall have the right to recover from the County reasonable attorney's fees and costs incurred in enforcing Developer's rights under the Act and this Agreement.
- Developer Event of Default. A "Developer Event of Default" means any failure of Developer to perform the obligations set forth in Section 2 following notice of such failure and thirty (30) days opportunity to cure; provided that if such failure is subject to cure and Developer is, despite commercially reasonable efforts, unable to complete such cure within such initial thirty (30) day period, Developer shall have an additional sixty (60) days to complete such cure before triggering a Developer Event of Default. Upon a Developer Event of Default, the County shall have all rights and remedies available at law or in equity to enforce Developer's obligations under Section 2; provided that a Developer Event of Default shall not negate the vesting of Developer's property rights pursuant to the Act absent a termination of this Agreement pursuant to a final Court order.
- Notices. All notices, consents, approvals and deliveries hereunder shall be properly given only if made in writing and sent by hand delivery, U.S. Certified Mail (return receipt requested), nationally recognized overnight delivery service (such as Federal Express or UPS) or by email, if the notice by email is accompanied by at least one of the other foregoing methods, with all delivery charges paid by the sender and in each case addressed to each Party at its address set forth below or, in the case of any such Party, at such other address as such Party may from time to time designate by written notice to the other Parties:

To the Developer: SR Forked Deer, LLC

c/o Silicon Ranch Corporation 222 Second Avenue South, Suite 1990

Nashville, Tennessee 37201

Attn: Email:

With a copy to: Bradley Arant Boult Cummings, LLP

> 1221 Broadway, Suite 2400 Nashville, Tennessee 37203 Attn: Christopher Bowles (615) 252-3516

Email: cbowles a bradley com

To the County: Lauderdale County, Tennessee

Attn: Mayor 100 Court Square Ripley, Tennessee 38063

(731)6	35-350	00	
Email:			
Linan.			

With a copy to:

[County please provide]

- 8. <u>Assignment.</u> Developer may, in Developer's sole discretion and without the consent of the County, assign or transfer, (i) this Agreement in whole or in part, (ii) any of Developer's right, title or interest in and to the Land, and (iii) any of Developer's right, title or interest in and to the Project constructed or located on the Land.
- 9. <u>Severability</u>. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- 10. <u>Construction of Agreement</u>. Each of the Parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the Party who caused the uncertainty to exist or against the draftsman.
- 11. <u>Governing Law</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- 12. <u>Entire Agreement</u>. This Agreement contains the entire understanding among the Parties with respect to the matters contained herein and supersedes any prior understanding and agreements between them respecting the within subject matter. This Agreement may be amended only by a written instrument executed by all the Parties. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.
- 13. <u>Amendments</u>. Any amendment to any provision of this Agreement shall not be effective unless approved by the County and the Developer.
- 14. <u>Headings.</u> The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 15. <u>Authorized Representatives</u>. Any action required of or permitted to be taken pursuant to this Agreement by any of the Parties may be performed by an authorized representative of the respective Party without further action by the governing body of such Party.
- 16. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DEVELOPER:

By:	
Its:	
COUNTY:	
	OUNTY, TENNESSEE
LAUDERDALE C	
LAUDERDALE C	
COUNTY: LAUDERDALE CO By: Name:	

[Signature Page to Energy Siting Agreement]

EXHIBIT A

LEGAL DESCRIPTION OF LAND

SITUATED IN THE UNINCORPORATED AREAS OF THE 4TH CIVIL DISTRICT OF LAUDERDALE COUNTY, TENNESSEE, AND BEING ALL OF THOSE TRACTS OR PARCELS OF LAND AS DESCRIBED IN DEED BOOK 654, PAGE 173 AND DEED BOOK 654, PAGE 176 IN THE REGISTER'S OFFICE OF LAUDERDALE COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND COTTON SPINDLE IN THE CENTER OF WILLIE PARIS ROAD, SAID COTTON SPINDLE BEING SOUTH 29°48'31" WEST, A DISTANCE OF 3000 FEET, MORE OR LESS, FROM THE INTERSECTION OF WILLIE PARIS ROAD AND OLD ROSS ROAD, SAID COTTON SPINDLE ALSO BEING THE SOUTHEASTERN CORNER OF SHIRLEY NEAL NIX (D.B. 340, PG. 739) AND THE NORTHEASTERN CORNER OF THE TRACT HEREIN DESCRIBED; THENCE WITH THE CENTERLINE OF WILLIE PARIS ROAD THE FOLLOWING THREE (3) COURSES:

- SOUTH 03°25'13" WEST, A DISTANCE OF 299.52 FEET TO A SET MAG NAIL WITH DISK STAMPED "SAM";
- SOUTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,160.54 FEET, A CENTRAL ANGLE OF 05°07'23", AND A CHORD THAT BEARS SOUTH 05°58'55" WEST, A CHORD DISTANCE OF 193.12 FEET TO A FOUND MAG NAIL;
- SOUTH 09°50'36" WEST, A DISTANCE OF 119.48 FEET TO A FOUND COTTON SPINDLE COMMON WITH LORI B. SIMPSON (D.B. 426, PG. 82);

THENCE LEAVING THE CENTER OF WILLIE PARIS ROAD AND WITH SIMPSON NORTH 78°04'16" WEST, A DISTANCE OF 197.00 FEET TO A FOUND 5/8" IRON ROD AND ILLEGIBLE CAP COMMON WITH GEORGE R. KIESTLER (D.B. 453, PG. 783); THENCE WITH KIESTLER THE FOLLOWING THREE (3) COURSES:

- NORTH 78°03'45" WEST, A DISTANCE OF 153.04 FEET TO A FOUND 5/8" IRON ROD AND CAP STAMPED "RS CARMACK – LS 1424";
- SOUTH 12°19'50" WEST, A DISTANCE OF 126.01 FEET TO A SET 5/8" IRON ROD AND CAP STAMPED "SAM";
- SOUTH 77°54'15" EAST, A DISTANCE OF 152.59 FEET TO A FOUND 5/8" IRON ROD AND CAP STAMPED "RS CARMACK – LS 1424" COMMON WITH LORI LAMBERT (D.B. 675, PG 178);

THENCE WITH LAMBERT THE FOLLOWING TWO (2) COURSES:

- SOUTH 19°29'58" WEST, A DISTANCE OF 211.26 FEET TO A FOUND 5/8" IRON ROD AND CAP STAMPED "RS CARMACK – LS 1424";
- SOUTH 77°31'14" EAST, A DISTANCE OF 209.99 FEET TO A FOUND COTTON SPINDLE WITH DISK STAMPED "SURVEY MARKER" IN THE CENTERLINE OF WILLIE PARIS ROAD;

THENCE WITH THE CENTER OF WILLIE PARIS ROAD SOUTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3,800.00 FEET, A CENTRAL ANGLE OF 05°53'50", AND A CHORD THAT BEARS SOUTH 22°01'40" WEST, A CHORD DISTANCE OF 390.95 FEET TO A FOUND COTTON SPINDLE COMMON WITH DANITA ARMSTRONG, ET AL (D.B. 664, PG. 381);

THENCE LEAVING THE CENTER OF WILLIE PARIS ROAD AND WITH ARMSTRONG THE FOLLOWING THREE (3) COURSES:

- 1. NORTH 63°31'49" WEST, A DISTANCE OF 193.98 FEET TO A FOUND 1/2" IRON ROD;
- 2. SOUTH 26°28'38" WEST, A DISTANCE OF 159.99 FEET TO A FOUND 1/2" IRON ROD;
- SOUTH 63°30'22" EAST, A DISTANCE OF 197.36 FEET TO A FOUND COTTON SPINDLE IN THE CENTER OF WILLIE PARIS ROAD;

THENCE WITH THE CENTER OF WILLIE PARIS ROAD SOUTHWESTWARDLY, WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,250.00 FEET, A CENTRAL ANGLE OF 06°16'30", AND A CHORD THAT BEARS SOUTH 24°03'12" WEST, A CHORD DISTANCE OF 136.83 FEET TO A FOUND COTTON SPINDLE COMMON WITH KEITH AND ROBIN WEBB (D.B. 709, PG. 495):

THENCE LEAVING THE CENTER OF WILLIE PARIS ROAD AND WITH WEBB THE FOLLOWING TWO (2) COURSES:

- NORTH 86°22'35" WEST, A DISTANCE OF 1,407.31 FEET TO A FOUND 5/8" IRON ROD AND CAP STAMPED "RS CARMACK – LS 1424";
- NORTH 05°39'10" EAST, A DISTANCE OF 756.13 FEET TO A POINT IN HYDE CREEK AND COMMON WITH LA HAYS FAMILIY LIMITED PARTNERSHIP (D.B. 517, PG. 200);

THENCE WITH LA HAYS FAMILIY LIMITED PARTNERSHIP NORTH 05°09'39" EAST, A DISTANCE OF 1,125.79 FEET, PASSING A FOUND 5/8" IRON ROD AND CAP STAMPED "RS CARMACK – LS 1424" AT 20.29 FEET IN THE NORTHERN BANK OF HYDE CREEK, TO A FOUND 5/8" IRON ROD AND CAP STAMPED "RS CARMACK – LS 1424" COMMON WITH SHIRLEY NEAL NIX (D.B. 335, PG. 586);

THENCE WITH NIX (D.B. 335, PG. 586) SOUTH 88°07'05" EAST, A DISTANCE OF 1,533.48 FEET TO A FOUND 1/2" IRON ROD AND ILLEGIBLE CAP COMMON WITH AFOREMENTIONED NIX (D.B. 340, PG. 739);

THENCE WITH NIX (D.B. 340, PG. 739) THE FOLLOWING TWO (2) COURSES:

- SOUTH 20°53'19" WEST, A DISTANCE OF 356.23 FEET TO A FOUND 5/8" IRON ROD AND CAP STAMPED "B. MORRIS – RLS 1839";
- 2. SOUTH 87°16'59" EAST, A DISTANCE OF 238.21 FEET TO THE POINT OF BEGINNING,

CONTAINING 66.56 ACRES (2,899,504 SQ. FT.) OF LAND, MORE OR LESS.

EXHIBIT B

DESCRIPTION OF PROJECT

(see attached)



With no further business to discuss, Motion was made by Commissioner J. Pursell to adjourn until the next scheduled meeting.