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Parties: BRAZOS RIVER AUTHORITY
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By: judith
Janette K. Green, County Clerk
Palo Pinto County, Texas
121 Pages



STATE OF TEXAS
COUNTY OF PALO PINTO

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Palo Pinto County.

Janette K. Green, County Clerk

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**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS,
EASEMENTS AND CONDITIONS**

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF PALO PINTO §

This FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, EASEMENTS AND CONDITIONS (this "*First Amendment*") is made and entered into effective as of the 7th day of June, 2011, by BRAZOS RIVER AUTHORITY, a River Authority of the State of Texas ("*Declarant*").

RECITALS

WHEREAS, on October 19, 2010, Declarant filed that certain Declaration of Restrictive Covenants, Easements and Conditions (the "*Declaration*") in Document No. 2010-00006356 (Volume 1739 Page 446) of the Official Public Records of Palo Pinto County, Texas;

WHEREAS, pursuant to Section 3.01 of the Declaration, Declarant may amend the Declaration to add additional land to the Leased Tract so long as Declarant owns any portion of the Authority Land (as defined in the Declaration);

WHEREAS, pursuant to Section 3.03 of the Declaration, Declarant, without joinder of any other party, has the right to amend the Declaration to correct errors, omissions, mistakes or ambiguities in the Declaration;

WHEREAS, as of the effective date of this First Amendment, Declarant is the owner of a portion of the Authority Land, and therefore, Declarant (pursuant to Section 3.01 of the Declaration) may amend the Declaration to add additional land as set forth herein;

WHEREAS, certain errors have been discovered in the exhibits attached to the Declaration, and Declarant (pursuant to Section 3.03 of the Declaration), without joinder of any other party, is the proper party to amend the Declaration to correct such errors; and

WHEREAS, Declarant desires to amend the Declaration to add additional land to the definition of Leased Tract and to correct the errors in the exhibits to the Declaration, all as further set forth below.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Declaration and herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby agrees as follows:

1. Recitals Incorporated. The truth and accuracy of the foregoing Recitals are hereby affirmed and incorporated into the agreements contained in this First Amendment.

2. Additional Land.

a. Additional Commercial Leased Land. Certain portions of Authority Land (the "*Additional Commercial Leased Land*") that were subject to a Ground Lease were inadvertently excluded from the Commercial Leased Land (as defined in the Declaration) as described in Exhibit "B-1" and depicted on Exhibit "E" to the Declaration. The Additional Commercial Leased Land, as described in Exhibit "B-1-A" and depicted on Exhibit "E-A" attached hereto and incorporated herein, is hereby added to and made a part of the Commercial Leased Land. Exhibit "B-1-A" attached hereto is hereby added to and made a part of Exhibit "B-1" to the Declaration. Exhibit "E-A" attached hereto is hereby added to and made a part of Exhibit "E" to the Declaration.

b. Additional Residential Leased Land. Certain portions of Authority Land (the "*Additional Residential Leased Land*") that were subject to a Ground Lease were inadvertently excluded from the Residential Leased Land (as defined in the Declaration) as described in Exhibit "B-2" and depicted on Exhibit "F" to the Declaration. The Additional Residential Leased Land, as described in Exhibit "B-2-A" and depicted on Exhibit "F-A" attached hereto and incorporated herein, is hereby added to and made a part of the Residential Leased Land. Exhibit "B-2-A" attached hereto is hereby added to and made a part of Exhibit "B-2" to the Declaration. Exhibit "F-A" attached hereto is hereby added to and made a part of Exhibit "F" to the Declaration.

c. Additional FERC Buffer. In addition, certain portions of Authority Land (the "*Additional FERC Buffer*") that were subject to a Ground Lease and part of the FERC Project Area (as defined in the Declaration) were inadvertently excluded from the FERC Buffer (as defined in the Declaration) as described in Exhibit "D" and depicted on Exhibit "F" to the Declaration. The Additional FERC Buffer, as described on Exhibit "D-A" and depicted on Exhibit "F-A" attached hereto and incorporated herein, is hereby added to and made a part of the FERC Buffer. Exhibit "D-A" attached hereto is hereby added to and made a part of Exhibit "D" to the Declaration.

3. Correction of Exhibits.

a. Right-of-Way. Exhibit "C-3" to the Declaration describes certain right-of-way land located adjacent to certain Roads (as defined in the Declaration). The right-of-way land is depicted in Exhibit "G-3" to the Declaration. Exhibit "C-3-A" and Exhibit "G-3-A" attached hereto describe and depict that certain right-of-way land that should have been included as part of Exhibit "C-3" and Exhibit "G-3", respectively, to the Declaration, but by mistake, it was not so included. To correct such error, Exhibit "C-3-A" attached hereto is hereby added to and made a part of "Exhibit "C-3" to the Declaration and Exhibit "G-3-A" attached hereto is hereby added to and made a part of "Exhibit "G-3" to the Declaration.

b. Adjacent Land. Due to a survey error in certain metes and bounds descriptions, the description of the Residential Leased Land incorporated certain parcels of land that were either not part of the Authority Land or not part of the Residential Leased Land (or FERC Buffer) and thus should have been excluded from the applicable metes and bounds descriptions for such tracts. The metes and bounds descriptions have now been corrected and, as a result, certain exhibits to the Declaration must be deleted and replaced, as further described below.

**The below tract is hereby deleted
from Exhibit "B-2" to the Declaration:**

Tract R029
Tract R030
Tract R032
Tract R045
Tract R110
Tract R159

**And replaced with the following correction
attached hereto and made a part of Exhibit "B-2":**

Tract R029A
Tract R030A
Tract R032A
Tract R045A
Tract R110A
Tract R159A

**The below tract is hereby deleted
from Exhibit "D" to the Declaration:**

Tract R029
Tract R030
Tract R032
Tract R045
Tract R110
Tract R159

**And replaced with the following correction
attached hereto and made a part of Exhibit "D":**

Tract R029A
Tract R030A
Tract R032A
Tract R045A
Tract R110A
Tract R159A

**The below tract is hereby deleted
from Exhibit "F" to the Declaration:**

Tract R029
Tract R030
Tract R032
Tract R045
Tract R110
Tract R159

**And replaced with the following correction
attached hereto and made a part of Exhibit "F":**

Tract R029A
Tract R030A
Tract R032A
Tract R045A
Tract R110A
Tract R159A

4. Entire Agreement. This First Amendment, together with the Declaration, sets forth the entire agreement with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

5. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.

6. Recordation. A fully executed original of this First Amendment shall be recorded in the Official Public Records of Palo Pinto County, Texas.

7. Headings. Headings are included for convenience only and are not to be used in the interpretation of this First Amendment.

8. Governing Law. This First Amendment will be governed by and construed in accordance with the laws of the State of Texas.

[SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS]

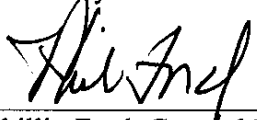
[SIGNATURE AND ACKNOWLEDGEMENT PAGE OF DECLARANT]

IN WITNESS WHEREOF, Declarant has executed this First Amendment to be effective as of the date first above written.

DECLARANT:

BRAZOS RIVER AUTHORITY,
a River Authority of the State of Texas

By:


Phillip Ford, General Manager/CEO

STATE OF TEXAS


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§

COUNTY OF MCLENNAN

On this 14th day of JUNE, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Phillip Ford, to me known to be the General Manager/CEO of Brazos River Authority, the River Authority that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said River Authority, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:


Notary Public in and for the State of Texas

