

**APPLICATION OF
LONE STAR TRANSMISSION, LLC
TO AMEND ITS CERTIFICATE OF CONVENIENCE
AND NECESSITY FOR THE
PROPOSED SAM SWITCH TO HUBBARD WIND 345 KV
TRANSMISSION LINE IN HILL COUNTY**



DOCKET NO. 51016

Submit seven (7) copies of the application and all attachments supporting the application. If the application is being filed pursuant to 16 Tex. Admin. Code § 25.101(b)(3)(D) (TAC) or 16 TAC § 25.174, include in the application all direct testimony. The application and other necessary documents shall be submitted to:

**Public Utility Commission of Texas
Attn: Filing Clerk
1701 N. Congress Ave.
Austin, Texas 78711-3326**

**Application of Lone Star Transmission, LLC to Amend Its Certificate of Convenience and Necessity for the
Proposed Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County**

1. **Applicant (Utility) Name:** Lone Star Transmission, LLC
- Certificate Number:** 30196
- Street Address:** 5920 W. William Cannon Dr., Bldg. 2
 Austin, TX 78749
- Mailing Address:** 5920 W. William Cannon Dr., Bldg. 2
 Austin, TX 78749

2. **Please identify all entities that will hold an ownership interest or an investment interest in the proposed project but which are not subject to the Commission's jurisdiction.**

Lone Star Transmission, LLC (Lone Star) will construct and hold the sole ownership interest in the facilities associated with the proposed Sam Switch to Hubbard Wind 345 kilovolt (kV) Transmission Line in Hill County (Project).

3. **Person to Contact:**
- Primary Contact:** Stacie Bennett
 Title/Position: Director, Regulatory Affairs
 Phone Number: (512) 236-3135
 Mailing Address: 5920 W. William Cannon Dr., Bldg. 2
 Austin, TX 78749
 Email Address: stacie.bennett@lonestar-transmission.com
- Alternate Contact:** Kelly Wells
 Title/Position: Director, Land Strategy and Community Relations
 Phone Number: (512) 236-3151
 Mailing Address: 5920 W. William Cannon Dr., Bldg. 2
 Austin, TX 78749
 Email Address: kelly.wells@lonestar-transmission.com
- Legal Counsel:** Tracy Davis, Senior Attorney
 Phone Number: (512) 236-3141
 Mailing Address: 5920 W. William Cannon Dr., Bldg. 2
 Austin, TX 78749
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- Legal Counsel:** Ann Coffin
 Evan D. Johnson
 Coffin Renner LLP
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 Mailing Address: 1011 W. 31st St.
 Austin, TX 78705
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 evan.johnson@crtxlaw.com

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4. Project Description:

Name or Designation of Project:

Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County (Project)

Provide a general description of the project, including the design voltage rating (kV), the operating voltage (kV), the CREZ Zone(s) (if any) where the project is located (all or in part), any substations and/or substation reactive compensation constructed as part of the project, and any series elements such as sectionalizing switching devices, series line compensation, etc. For HVDC transmission lines, the converter stations should be considered to be project components and should be addressed in the project description.

Design Voltage Rating (kV): 345 kV

Operation Voltage (kV): 345 kV

CREZ Zone(s): Not applicable

Substation(s) Included: Existing Sam Switch 345 kV Station (Sam Switch Station)

Series Element(s) Included: None

Lone Star is proposing to design and construct the proposed Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County, Texas (Project) to interconnect the Hubbard Wind Energy Center, a new, approximately 300 megawatt (MW) wind generation facility being constructed by Hubbard Wind, LLC (Hubbard Wind) in Hill and Limestone Counties, Texas.¹ Hubbard Wind is an indirect, wholly owned subsidiary of NextEra Energy Resources, LLC.

Lone Star's proposed transmission line would be constructed as a single-circuit, 345 kV transmission line typically using concrete monopoles, which will extend from Lone Star's existing Sam Switch Station, which is located approximately three miles east of Abbott, Texas on County Round (CR) 3160, to Hubbard Wind's 345 kV collector station (Collector Station), located southwest of Mount Calm, Texas. The proposed transmission line will be approximately 15.3 miles in length and will require a 150- to 200-foot right of way (ROW). Of this total 15.3 miles, the first approximately 1.3 miles of the line immediately east of the Sam Switch Station will utilize an open position to add a second circuit to Lone Star's existing West Shackelford to Navarro 345 kV Transmission Line. This section of Lone Star's existing line is currently single-circuit, double-circuit-capable.

Lone Star is proposing one route (Consensus Route) for the Project because all landowners crossed by the Project have granted easements to Hubbard Wind for the new transmission line and because the Consensus Route will allow Lone Star to utilize its existing facilities for a portion of the route. These easements will be transferred to Lone Star after Commission approval. In addition, the Consensus Route is a forward-progressing and relatively direct path from the Hubbard Wind Collector Station to the Sam Switch Station that meets the applicable criteria of the Public Utility Regulatory Act (PURA) and the Commission's rules. Therefore, this Application sets forth a single proposed route for the Project.

For a more detailed description of the proposed Project, please see the *Sam Switch to Hubbard Wind 345 kV Transmission Line Project Environmental Assessment and Route Analysis (EA)*, prepared by Lone Star's routing consultant, POWER Engineers, Inc. (POWER), which is included as Attachment 1 to this Application and incorporated herein by reference.

¹ The Hubbard Wind Energy Center is also referred to in certain Electric Reliability Council of Texas (ERCOT) studies as the Aquilla Lake Project.

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If the project will be owned by more than one party, briefly explain the ownership arrangements between the parties and provide a description of the portion(s) that will be owned by each party. Provide a description of the responsibilities of each party for implementing the project (design, Right-of-Way acquisition, material procurement, construction, etc.).

Not applicable. Lone Star will own 100 percent of the Project described in this Application.

If applicable, identify and explain any deviation in transmission project components from the original transmission specifications as previously approved by the Commission or recommended by a PURA §39.151 organization.

Not applicable. The Commission has not previously approved, and ERCOT (a PURA § 39.151 organization) has not previously recommended, any transmission specifications applicable to this project.

ERCOT Nodal Protocol Section 3.11 (relating to Transmission Planning) and the ERCOT RPG Charter and Procedures define a project that interconnects new generation as a “neutral project” that does not require ERCOT Regional Planning Group (RPG) review. Therefore, the proposed Project was not submitted for RPG review, and ERCOT did not provide any transmission specifications for the Project. Thus, there are no deviations from the original transmission specifications previously recommended by ERCOT.

In accordance with the Nodal Protocols, ERCOT performed a Generation Interconnect Screening Study, which concluded that the proposed generation facility could be interconnected into Lone Star’s existing Sam Switch Station. Additionally, Lone Star completed the Full Interconnection Study process required by ERCOT, which included a Facility Study. The Facility Study describes the transmission facilities and associated costs required to interconnect the new generation project. The Facility Study was available to ERCOT and other transmission service providers (TSP) for review and comment for 10 days, and Lone Star received no comments.

5. Conductor and Structures:

Conductor Size and Type

The conductor used for the Project will be a twin-bundled 1590 kcmil Falcon ACSR conductor with a single 0.530 Optical Ground Wire and 7#7 overhead shield wire.

Number of Conductors Per Phase

The Project will be constructed with two conductors per phase.

Continuous Summer Static Current Rating (A)

The nominal Continuous Summer Static Current Rating for the Project is 3000 Amps (A).

Continuous Summer Static Line Capacity at Operating Value (MVA)

The nominal Continuous Summer Static Line Capacity at Operating Voltage for the Project is approximately 1794 Megavolt Amps (MVA).

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Continuous Summer Static Line Capacity at Design Voltage (MVA)

The nominal Continuous Summer Static Line Capacity at Design Voltage for the Project is approximately 1794 MVA.

Type and Composition of Structures

The Project will be constructed primarily using self-supporting, single-circuit concrete monopole structures. Alternative structure types, such as guyed dead-end monopole structures or single self-supported monopoles, may be used due to engineering constraints, such as crossing obstructions, turning large angles, or other constraints.

Height of Typical Structures

The typical structure height for the Project will be approximately 90 to 120 feet. However, the height may vary depending on the clearance requirements at a particular location due to the terrain, span lengths, overhead obstructions, and various other constraints.

Estimated Maximum Height of Structures

The maximum height of structures will be approximately 200 feet above ground.

Explain why these structures were selected; include such factors as landowner preference, engineering considerations, and costs comparisons to alternate structures that were considered. Provide dimensional drawings of the typical structures to be used in the project.

Lone Star selected concrete monopoles as the typical structure type for the Project because they have shorter fabrication lead times and are generally more cost-effective compared to other structure types. In addition, Lone Star's spare inventory includes pre-stressed concrete monopoles.

Further, based on Lone Star's general experience, many landowners also prefer monopoles because they have a reduced structure footprint, which generally results in fewer impacts to land and reduces interference with current land uses, e.g., ranching and farming.

Dimensional drawings of the concrete monopole structures are included as Figures 1-2 and 1-3 of the EA included as Attachment 1 to this Application.

For joint applications, provide and separately identify the above-required information regarding structures for the portion(s) of the project owned by each applicant.

Not applicable. This is not a joint application.

6. Right-of-Way:

Miles of Right-of-Way

The total miles of ROW for the Consensus Route filed by Lone Star is approximately 15.3 miles in length.

Miles of Circuit

The Project will be a single-circuit transmission line, and the number of circuit miles is approximately 15.3 miles. As described above, the first 1.3 miles of the transmission line will consist of adding a second circuit to an open position on a section of Lone Star's existing West Shackelford to Navarro 345 kV Transmission Line.

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Width of Right-of-Way

The typical ROW for the Project will be 150 to 200 feet in width.

Percent of Right-of-Way Acquired

None of the ROW (0%) has been acquired by Lone Star at this time. Hubbard Wind has acquired 100% of the easements necessary for the proposed Project. The easements will be transferred to Lone Star after CCN approval.

For joint applications, provide and separately identify the above-required information for each route for the portion(s) of the project owned by each applicant.

Not applicable. This is not a joint application.

Provide a brief description of the area traversed by the transmission line. Include a description of the general land uses in the area and the type of terrain crossed by the line.

The study area is located within the Blackland Prairies Sub-province of the Gulf Coastal Plains Physiographic Province. Elevations within the study area range between approximately 450 to 1,000 feet above mean sea level (amsl) and generally increase northward and eastward.

The study area is primarily rural with little development. The predominant land use within the study area is rangeland/pastureland and croplands.

Specific discussion regarding natural, human, and cultural resources in the study area is presented in Section 3 of the EA (Attachment 1 to this Application).

7. Substations or Switching Stations:

List the name of all existing HVDC converter stations, substations or switching stations that will be associated with the new transmission line. Provide documentation showing that the owner(s) of the existing HVDC converter stations, substations and/or switching stations have agreed to the installation of the required project facilities.

The proposed Project will connect to Lone Star's existing Sam Switch Station via a bay addition. The bay addition will be a double breaker double bus configuration to conform to the existing Sam Switch Station.

List the name of all new HVDC converter stations, substations or switching stations that will be associated with the new transmission line. Provide documentation showing that the owner(s) of the new HVDC converter stations, substations and/or switching stations have agreed to the installation of the required project facilities.

The proposed transmission line will extend between Lone Star's existing Sam Switch Station and the new Hubbard Wind Collector Station. The generator, Hubbard Wind, will own the Hubbard Wind Collector Station. The point of interconnection for the Project will be located at a new Lone Star-owned dead-end structure at the end of the new Lone Star 345 kV transmission line to be installed outside the Hubbard Wind Collector Station.

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8. Estimated Schedule:

<u>Estimated Dates of:</u>	<u>Start</u>	<u>Completion</u>
<i>Right-of-way and Land Acquisition</i>	March 2019	July 2021 or earlier depending on PUCT approval
<i>Engineering and Design</i>	May 2020	March 2021
<i>Material and Equipment Procurement</i>	December 2020	October 2021
<i>Construction of Facilities</i>	March 2021	November 2021
<i>Energize Facilities</i>	November 2021	November 2021

Although the estimated schedule assumes approval of the CCN will take one year, earlier approval could provide flexibility and cost benefits to the ERCOT system and therefore, ratepayers. For example, earlier approval may provide Lone Star with more flexibility in scheduling the outages required to accommodate the interconnect. Flexibility in timing outages could allow Lone Star to optimize its outages (*i.e.*, take outages in coordination with other projects), possibly minimizing the total number of outages and potentially resulting in a more efficient and cost-effective construction process. Minimizing outages also will provide less disruption to Lone Star's other generation customers and to the ERCOT system overall. Finally, an earlier approval could allow for an earlier synchronization date, which could provide the transmission service customer with increased flexibility to test and commission its generation facility.

9. Counties:

For each route, list all counties in which the route is to be constructed.

The Consensus Route for the Project is located entirely within Hill County.

10. Municipalities:

For each route, list all municipalities in which the route is to be constructed.

The Consensus Route for the Project is not located within the incorporated boundaries of any municipality.

For each applicant, attach a copy of the franchise, permit or other evidence of the city's consent held by the utility, if necessary or applicable. If franchise, permit, or other evidence of the city's consent has been previously filed, provide only the docket number of the application in which the consent was filed. Each applicant should provide this information only for the portion(s) of the project which will be owned by the applicant.

Not applicable.

11. Affected Utilities:

Identify any other electric utility served by or connected to facilities in this application.

No other electric utility is served by or directly connected to this Project.

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Describe how any other electric utility will be affected and the extent of the other utilities' involvement in the construction of this project. Include any other utilities whose existing facilities will be utilized for the project (vacant circuit positions, ROW, substation sites and/or equipment, etc.) and provide documentation showing that the owner(s) of the existing facilities have agreed to the installation of the required project facilities.

Not applicable.

12. Financing:

Describe the method of financing this project. For each applicant that is to be reimbursed for all or a portion of this project, identify the source and amount of the reimbursement (actual amount if known, estimated amount otherwise) and the portion(s) of the project for which the reimbursement will be made.

Funds for the Project will come from Lone Star's existing cash on hand, existing debt facility, and owner equity.

13. Estimated Costs:

Provide cost estimates for each route of the proposed project using the following table. Provide a breakdown of "Other" costs by major cost category and amount. Provide the information for each route in an attachment to this application.

<u>Consensus Route Costs</u>	Transmission Facilities	Substation Facilities
<i>Right-of-way and Land Acquisition</i>	\$ 0	\$ 0
<i>Engineering and Design (Utility)</i>	\$ 0	\$ 0
<i>Engineering and Design (Contract)</i>	\$580,000	\$120,000
<i>Procurement of Material and Equipment (including</i>	\$5,110,000	\$1,440,000
<i>Construction of Facilities (Utility)</i>	\$ 0	\$ 0
<i>Construction of Facilities (Contract)</i>	\$13,650,000	\$870,000
<i>Other (all costs not included in the above categories)</i>	\$620,000	\$ 0
Estimated Total Cost	\$19,960,000	\$2,430,000

Because Lone Star is proposing only one Consensus Route, Lone Star is providing the required cost information in a table in this CCN Application and not in a separate attachment.

For joint applications, provide and separately identify the above-required information for the portion(s) of the project owned by each applicant.

Not applicable. This is not a joint application.

14. Need for the Proposed Project:

For a standard application, describe the need for the construction and state how the proposed project will address the need. Describe the existing transmission system and conditions addressed by this application. For projects that are planned to accommodate load growth, provide historical load data and load projections for at least five years. For projects to accommodate load growth or to address reliability issues, provide a description of the steady state load flow analysis that justifies the project. For interconnection projects, provide any documentation from a transmission service customer, generator, transmission service provider, or other entity to establish that the proposed facilities are needed. For projects related to a Competitive Renewable Energy Zone, the foregoing requirements are not necessary; the applicant need only provide a specific reference to the pertinent portion(s) of an appropriate commission order specifying that the facilities are needed. For all projects, provide any documentation of the review and recommendation of a PURA §39.151 organization.

The proposed Project is necessary to interconnect and provide transmission service to a new transmission service customer, Hubbard Wind. Pursuant to 16 Texas Administrative Code (TAC) §§ 25.191(d)(3) and 25.198(b), a TSP is required to provide service to a transmission service customer when certain conditions are met, including execution of an interconnection agreement. Hubbard Wind requested interconnection to Lone Star's existing Sam Switch Station. As a power generation company, Hubbard Wind will be a transmission service customer under 16 TAC § 25.5(140). Lone Star and Hubbard Wind executed the ERCOT Standard Generation Interconnection Agreement on June 30, 2020 (Interconnection Agreement), with an agreed upon commercial operation date of December 30, 2021. The Interconnection Agreement was filed with the Commission in Project No. 35077 on July 15, 2020 and is included in this Application as Attachment 2.

Additionally, 16 TAC § 25.195(c)(1) provides as follows: "When an eligible transmission service customer requests transmission service for a new generation source that is planned to be interconnected with a TSP's transmission network, the transmission service customer shall be responsible for the cost of installing step-up transformers to transform the output of the generator to a transmission voltage level and protective devices at the point of interconnection capable of electrically isolating the generation source owned by the transmission service customer. The TSP shall be responsible, pursuant to paragraph (2) of this subsection, for the cost of installing any other interconnection facilities that are designed to operate at a transmission voltage level and any other upgrades on its transmission system that may be necessary to accommodate the required transmission service." The Interconnection Agreement provided as Attachment 2 specifies and assigns these responsibilities pursuant to 16 TAC § 25.195(c)(1).

The ERCOT Nodal Protocols and ERCOT RPG Charter and Procedures define a project that is directly associated with the interconnection of new generation as a "neutral project," which is not required to be submitted for RPG review. Since the Project was not submitted for RPG review, there is no documentation of a review or recommendation of ERCOT, a PURA § 39.151 organization.

In accordance with the Nodal Protocols, ERCOT performed a Generation Interconnect Screening Study, which concluded that the proposed generation facility could be interconnected into Lone Star's existing Sam Switch Station. Additionally, Lone Star completed the Full Interconnection Study process required by ERCOT for all generation interconnection requests, which included a Facility Study. The Facility Study describes the transmission facilities and associated costs required to interconnect the new generation project. The Facility Study was available to ERCOT and other TSPs for review and comment for 10 days, and Lone Star received no comments.

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15. Alternatives to Project:

For a standard application, describe alternatives to the construction of this project (not routing options). Include an analysis of distribution alternatives, upgrading voltage or bundling of conductors of existing facilities, adding transformers, and for utilities that have not unbundled, distributed generation as alternatives to the project. Explain how the project overcomes the insufficiencies of the other options that were considered.

Lone Star is proposing this Project in order to provide service to a transmission service customer, Hubbard Wind, which has requested to interconnect its approximately 300 MW wind generating facility to Lone Star's existing Sam Switch Station. Other alternatives to the proposed Project would not provide a feasible or cost-effective solution to this identified project need.

First, using distribution facilities to transfer approximately 300 MW from the generation facility to the existing 345 kV transmission system is not practical from an engineering or cost perspective. ERCOT typically requires generators larger than 10 MW to interconnect at transmission-level voltages (*i.e.*, above 60 kV). Second, there is no need for Lone Star to upgrade the voltage on its transmission facilities or add transformers. Hubbard Wind requested to interconnect at 345 kV, which is the voltage level of Lone Star's existing Sam Switch Station. Third, there is also no need for Lone Star to bundle conductors, as its existing transmission facilities already utilize bundled conductor. Finally, Lone Star is an unbundled, transmission-only utility, and therefore, distributed generation is not an alternative to the proposed Project.

16. Schematic or Diagram:

For a standard application, provide a schematic or diagram of the applicant's transmission system in the proximate area of the project. Show the location and voltage of existing transmission lines and substations, and the location of the construction. Locate any taps, ties, meter points, or other facilities involving other utilities on the system schematic.

A schematic of Lone Star's transmission system in the proximate area of the Project is included as Attachment 3 to this Application.

17. Routing Study:

Provide a brief summary of the routing study that includes a description of the process of selecting the study area, identifying routing constraints, selecting potential line segments, and the selection of the routes. Provide a copy of the complete routing study conducted by the utility or consultant. State which route the applicant believes best addresses the requirements of PURA and P.U.C. Substantive Rules.

Lone Star retained POWER to prepare the EA. A copy of the complete EA for the Consensus Route is included as Attachment 1 to this Application. The EA presents the analysis that was conducted by POWER, as well as the land use and environmental data for the Consensus Route that was considered for this Project. The following summary is based on information provided in Section 2 of the EA.

The objective of the EA was to evaluate the proposed 345 kV transmission line location for compliance with PURA § 37.056(c)(4)(A)-(D), 16 TAC § 25.101(b)(3)(B), and 16 TAC § 22.52(a)(4), including the Commission's policy of prudent avoidance. POWER used a comprehensive transmission line evaluation methodology to evaluate the proposed route of the transmission line location. Methods used were governed by factors set forth in PURA § 37.056(c)(4) and 16 TAC § 25.101(b)(3).

Process of Selecting the Study Area: The first step in the assessment of the Project was to delineate a study area. The study area needed to encompass the endpoints for the proposed Project (the Sam Switch Station and the proposed Hubbard Wind Collector Station) and include an area large enough to adequately evaluate the proposed transmission line Project in order to support Lone Star's Application. The purpose of delineating a study area for the Project was to establish boundaries and limits in which to identify

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environmental and land use constraints during the information gathering process to properly identify and map various items included within the Commission's CCN requirements and standard CCN application. The study area for the proposed Project (Study Area) was delineated at approximately 3.5 miles by approximately 13.6 miles, encompassing a total area of approximately 40 square miles in the southeastern portion of Hill County.

Identification of Routing Constraints: Data used in the evaluation of the Project were drawn from a variety of sources, including published literature, information from local, state, and federal agencies, recent aerial photography, and ground reconnaissance of the Study Area. In identifying constraints, POWER considered numerous land use, ecological, and cultural resources within the Study Area.

To quantify potential impacts to sensitive environmental and land use features, a constraints mapping process was used in evaluating the Project. The geographic locations of environmentally sensitive and other restrictive areas within the Study Area were identified and considered during the evaluation process. These constraints were mapped onto an aerial base map (Figure 4-2 of the EA) created using 2018 NAIP imagery. Section 2 of the EA describes POWER's process for identifying routing constraints in more detail.

Identification of the Consensus Route: The Consensus Route was developed by Hubbard Wind in coordination with landowners crossed by the transmission line and Lone Star's engineering and environmental team, including POWER. In addition, Lone Star consulted with the two landowners that will be affected by the proposed Project with the installation of a second circuit on existing transmission structures on their property, which is permitted under Lone Star's existing easements with these two landowners. Lone Star also made adjustments to the route based on input from landowners having habitable structures within 500 feet of the centerline of the proposed Consensus Route. Lone Star has determined that the Consensus Route complies with the requirements of PURA and the Commission's Substantive Rules.

18. Public Meeting or Public Open House:

Provide the date and location for each public meeting or public open house that was held in accordance with 16 TAC § 22.52. Provide a summary of each public meeting or public open house including the approximate number of attendants, and a copy of any survey provided to attendants and a summary of the responses received. For each public meeting or public open house provide a description of the method of notice, a copy of any notices, and the number of notices that were mailed and/or published.

Lone Star held one public meeting for the proposed Project on June 11, 2020 at 7:00 pm. In order to minimize possible exposure or spread of COVID-19, and after discussions with Commission Staff regarding concerns about public safety, Lone Star conducted the public meeting via the Internet and telephone dial-in.²

Lone Star sent written direct-mail notice of the public meeting by first class mail to approximately 55 landowners listed on the then-current Hill County tax rolls as an owner of land within 500 feet of the centerline of the Consensus Route. Lone Star also sent written direct-mail notice of the public meeting by first class mail and email to the Department of Defense Siting Clearinghouse notifying it of the public meeting. The direct mail packet included the notice letter, detailed instructions on how to access the public

² Lone Star interprets 16 TAC § 22.52(a)(4) to allow Lone Star to conduct the public meeting virtually and not to require that the public meeting be held in person. However, to the extent that the Commission may determine it necessary to grant a good cause waiver of 16 TAC § 22.52(a)(4), then Lone Star hereby requests such a waiver out of an abundance of caution. Due to the extraordinary circumstances related to COVID-19, good cause existed for Lone Star to conduct its public meeting via Internet and telephone dial-in instead of in person, in order to protect the health and safety of interested individuals and of Lone Star's and its consultants' employees, to minimize the potential for the spread of COVID-19, and to comply with guidelines and restrictions on in-person gatherings.

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meeting, a Frequently Asked Questions document, a project map, and a project questionnaire in order to solicit landowner feedback. Lone Star subsequently posted the presentation from the public meeting on its project website at www.lonestartransmission.com/sam-switch-to-hubbard-wind.html. Sample copies of the questionnaire, the public meeting invitation packet materials, and the public meeting presentation are provided in Appendix B of the EA (Attachment 1 to this Application).

The public meeting was intended to provide information to and solicit comments and questions from interested persons concerning the proposed Project. The meeting had the following objectives: (1) introduce Lone Star; (2) provide an overview of the Project; (3) describe the Commission's CCN approval process; (4) provide a route map; (5) describe proposed transmission structures, construction practices, and surveying and due diligence activities that will be utilized to construct the Project; and (6) describe Lone Star's proposed operation and maintenance of the Project following construction.

A total of 12 individuals attended the online public meeting, and four questions were submitted to Lone Star during or after the meeting. Additionally, Lone Star followed up with meeting participants by sending them a letter to thank them for attending the public meeting and to encourage them to contact Lone Star if they had any questions. Following the public meeting, Lone Star answered several questions from landowners asking about the proposed Project, which primarily related to the location of the Consensus Route. Lone Star did not receive any project questionnaires following the public meeting.

Additional information concerning Lone Star's public involvement is provided in Section 2.5 of the EA.

19. Routing Maps:

Base maps should be a full scale (one inch = not more than one mile) highway map of the county or counties involved, or other maps of comparable scale denoting sufficient cultural and natural features to permit location of all routes in the field. Provide a map (or maps) showing the study area, routing constraints, and all routes or line segments that were considered prior to the selection of the routes. Identify the routes and any existing facilities to be interconnected or coordinated with the project. Identify any taps, ties, meter points, or other facilities involving other utilities on the routing map. Show all existing transmission facilities located in the study area. Include the locations of radio transmitters and other electronic installations, airstrips, irrigated pasture or cropland, parks and recreational areas, historical and archeological sites (subject to the instructions in Question 27), and any environmentally sensitive areas (subject to the instructions in Question 29).

Routing maps are provided in the EA (Attachment 1 to this Application). Figure 4-2 in the EA is an aerial-photograph-based map with a scale of 1 inch = 0.25 mile that shows the Study Area, the Consensus Route, existing transmission lines, and other environmental and land use features.

Provide aerial photographs of the study area displaying the date that the photographs were taken or maps that show (1) the location of each route with each route segment identified, (2) the locations of all major public roads including, as a minimum, all federal and state roadways, (3) the locations of all known habitable structures or groups of habitable structures (see Question 19 below) on properties directly affected by any route, and (4) the boundaries (approximate or estimated according to best available information if required) of all properties directly affected by any route.

An aerial-photograph-based property ownership map with a scale of 1 inch = 1,600 feet is included in this Application as Attachment 4. It shows the approximate boundaries of all properties that are directly affected by the proposed 345 kV transmission line (Consensus Route), according to the best information available from Hill County tax appraisal district records.

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For each route, cross-reference each habitable structure (or group of habitable structures) and directly affected property identified on the maps or photographs with a list of corresponding landowner names and addresses and indicate which route segment affects each structure/group or property.

Habitable structures, landowner names, directly affected property identification, and map locations are included in a cross-reference table provided as Attachment 5 to this Application.

20. Permits:

List any and all permits and/or approvals required by other governmental agencies for the construction of the proposed project. Indicate whether each permit has been obtained.

Lone Star will coordinate with appropriate local, state, and federal agencies with jurisdiction regarding the construction of the transmission facilities associated with the Project. Lone Star and/or POWER have initiated contact with and provided information about the Project to various agencies. Input from these agencies has been incorporated in the Application and EA; however, requests for permits and/or approvals will not be submitted to the appropriate agencies until the alignment of the Consensus Route has been approved by the Commission. The following potential permits, approvals, requirements, easements, or clearances could be required, but have not been obtained at this time.

- Floodplain development permits and road crossing permits may be required by Hill County, depending on the location of the transmission line structures. Coordination with the local floodplain administrator will be completed as necessary.
- Cultural resource clearance will be obtained from the Texas Historical Commission for the proposed Project ROW as necessary.
- A Storm Water Pollution Prevention Plan (SWPPP) may be required by the Texas Commission on Environmental Quality (TCEQ). Lone Star or its contractor will submit a Notice of Intent to the TCEQ at least 48 hours prior to the beginning of construction, and will maintain the SWPPP on site at the initiation of clearing and construction activities.
- After alignments and structure locations/heights are adjusted and set, Lone Star will make a final determination of the need for Federal Aviation Administration (FAA) notification, based on structure locations and structure designs. In some areas, if necessary, Lone Star could use lower-than-typical structure heights or add marking and/or lighting to certain structures.
- Permits or other requirements associated with possible impacts to endangered/threatened species will be coordinated with the U.S. Fish and Wildlife Service as necessary.
- Coordination with Texas Parks & Wildlife Department (TPWD) may be necessary to determine the need for any surveys, and to avoid or minimize any potential adverse impacts to sensitive habitats, threatened or endangered species, and other fish and wildlife resources along the approved route.
- Permits or other requirements associated with possible impacts to waters of the U.S. under the jurisdiction of the U.S. Army Corps of Engineers (USACE) will be coordinated with the USACE as necessary.

No permits for this project have been obtained at this time. Further discussion of permits that may be required for the Project is included in Section 1.6 of the EA.

21. Habitable Structures:

For each route list all single-family and multi-family dwellings and related structures, mobile homes, apartment buildings, commercial structures, industrial structures, business structures, churches, hospitals, nursing homes, schools, or other structures normally inhabited by humans or intended to be inhabited by

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humans on a daily or regular basis within 300 feet of the centerline if the proposed project will be constructed for operation at 230kV or less, or within 500 feet of the centerline if the proposed project will be constructed for operation at greater than 230kV. Provide a general description of each habitable structure and its distance from the centerline of the route. In cities, towns or rural subdivisions, houses can be identified in groups. Provide the number of habitable structures in each group and list the distance from the centerline of the route to the closest and the farthest habitable structure in the group. Locate all listed habitable structures or groups of structures on the routing map.

There are seven habitable structures within 500 feet of the proposed Consensus Route's centerline. These habitable structures are on parcels owned by six different landowners. General descriptions of the habitable structures and the distances from the centerline of the Consensus Route are provided in Section 4.2.1 and Table 4-2 of the EA and are shown on Figures 4-1 and 4-2 (located in Map Pockets in the EA).

Of the six landowners owning habitable structures within 500 feet of the proposed Consensus Route's centerline, two of these landowners have granted an easement on their property for the transmission line. Lone Star approached the remaining four landowners with habitable structures within 500 feet of the centerline, but that are not crossed by the transmission line, to ask for their consent to the project. Two of these landowners have provided written consent, and copies of these consent agreements are provided as Attachment 6 to this Application. The other two landowners so far have declined to provide written consent, but have not stated that they are opposed to the transmission line project or its location.

22. Electronic Installations:

For each route, list all commercial AM radio transmitters located within 10,000 feet of the center line of the route, and all FM radio transmitters, microwave relay stations, or other similar electronic installations located within 2,000 of the center line of the route. Provide a general description of each installation and its distance from the center line of the route. Locate all listed installations on a routing map.

As indicated in Table 4-1 of the EA, no AM radio transmitter was determined to be located within 10,000 feet of the Consensus Route. Two FM radio transmitter, microwave tower, or other electronic installations were determined to be located within 2,000 feet of the centerline of the Consensus Route. General descriptions of the electronic installations and the distances from the centerline of the Consensus Route are provided in Section 4.2.6 of the EA and are shown on Figures 4-1 and 4-2 (located in Map Pockets in the EA).

23. Airstrips:

For each route, list all known private airstrips within 10,000 feet of the center line of the project. List all airports registered with the Federal Aviation Administration (FAA) with at least one runway more than 3,200 feet in length that are located within 20,000 feet of the center line of any route. For each such airport, indicate whether any transmission structures will exceed a 100:1 horizontal slope (one foot in height for each 100 feet in distance) from the closest point of the closest runway. List all listed airports registered with the FAA having no runway more than 3,200 feet in length that are located within 10,000 feet of the center line of any route. For each such airport, indicate whether any transmission structures will exceed a 50:1 horizontal slope from the closest point of the closest runway. List all heliports located within 5,000 feet of the center line of any route. For each such heliport, indicate whether any transmission structures will exceed a 25:1 horizontal slope from the closest point of the closest landing and takeoff area of the heliport. Provide a general description of each listed private airstrip, registered airport, and heliport; and state the distance of each from the center line of each route. Locate and identify all listed airstrips, airports, and heliports on a routing map.

As indicated in Table 4-1 of the EA:

- One known private airstrip is located within 10,000 feet of the centerline of the Consensus Route;
- No airports registered with the Federal Aviation Administration (FAA) with at least one runway more than 3,200 feet in length located within 20,000 feet of the centerline of the Consensus Route;

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- No airports registered with the FAA having no runway more than 3,200 feet in length located within 10,000 feet of the centerline of the Consensus Route; and
- No heliports located within 5,000 feet of the centerline of the Consensus Route.

A general description of the airstrip and the distance from the centerline of the Consensus Route is provided in Section 4.2.5 of the EA and are shown on Figures 4-1 and 4-2 (located in Map Pockets in the EA).

24. Irrigation Systems:

For each route identify any pasture or cropland irrigated by traveling irrigation systems (rolling or pivot type) that will be traversed by the route. Provide a description of the irrigated land and state how it will be affected by each route (number and type of structures, etc.). Locate any such irrigated pasture or cropland on a routing map.

No pasture or cropland irrigated by traveling irrigation systems (rolling or pivot type) will be traversed by the Consensus Route.

25. Notice:

Notice is to be provided in accordance with 16 TAC § 22.52.

- A. Provide a copy of the written direct notice to owners of directly affected land. Attach a list of the names and addresses of the owners of directly affected land receiving notice.

Sample copies of the written direct notice and enclosures that were mailed to the owners of directly affected land are provided in Attachments 7A through 7F. The list of the names and addresses of the owners of directly affected land receiving notice is provided in Attachment 7G.

- B. Provide a copy of the written notice to utilities that are located within five miles of the routes.

A sample copy of the written notice to utilities that are located within five miles of the proposed Project is provided in Attachment 8A. The list of the names and addresses of these utilities is provided in Attachment 8B.

- C. Provide a copy of the written notice to county and municipal authorities, and the Department of Defense Siting Clearinghouse. Notice to the DoD Siting Clearinghouse should be provided at the email address found at <http://www.acq.osd.mil/dodsc/>.

A sample copy of the written notice sent to Hill County and City of Mount Calm officials and the Department of Defense Siting Clearinghouse is included in Attachment 9A.

In addition to the notices above, 16 TAC § 22.52 requires Lone Star to provide notice of this Application to the Office of Public Utility Counsel. The sample notice included in Attachment 9A was also sent to the Office of Public Utility Counsel.

The names of public officials to whom notice was sent is included in Attachment 9B.

- D. Provide a copy of the notice that is to be published in newspapers of general circulation in the counties in which the facilities are to be constructed. Attach a list of the newspapers that will publish the notice for this application. After the notice is published, provide the publisher's affidavits and tear sheets.

A sample copy of the notice to be published in the newspaper of general circulation in the county in which the proposed facilities are to be constructed is provided in Attachment 10A. The notice for this Application will be published in *The Hillsboro Reporter* in Hillsboro, Texas, which is a newspaper of general circulation in Hill County, and is listed in Attachment 10B.

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For a CREZ application, in addition to the requirements of 16 TAC § 22.52, the applicant shall, not less than twenty-one (21) days before the filing of the application, submit to the Commission staff a “generic” copy of each type of alternative published and written notice for review. Staff’s comments, if any, regarding the alternative notices will be provided to the applicant not later than seven days after receipt by Staff of the alternative notices. Applicant may take into consideration any comments made by Commission staff before the notices are published or sent by mail.

Not applicable. This is not a CREZ application.

26. Parks and Recreation Areas:

For each route, list all parks and recreational areas owned by a governmental body or an organized group, club, or church and located within 1,000 feet of the center line of the route. Provide a general description of each area and its distance from the center line. Identify the owner of the park or recreational area (public agency, church, club, etc.). List the sources used to identify the parks and recreational areas. Locate the listed sites on a routing map.

POWER performed a review of federal and state databases, county, and local maps to identify parks and/or recreational areas within the Study Area. Reconnaissance surveys were also conducted to identify any additional park or recreational area located within the Study Area. No park or recreational area is crossed by the Consensus Route centerline. Additionally, no park or recreation area is located within 1,000 feet of the Consensus Route’s centerline.

27. Historical and Archeological Sites:

For each route, list all historical and archeological sites known to be within 1,000 feet of the center line of the route. Include a description of each site and its distance from the center line. List the sources (national, state or local commission or societies) used to identify the sites. Locate all historical sites on a routing map. For the protection of the sites, archeological sites need not be shown on maps.

To identify the historical and archeological sites in the Study Area, POWER researched the available records and literature at the Texas Archeological Research Laboratory, J.J. Pickle Research Campus, at the University of Texas at Austin. In addition, the Texas Historical Commission’s Archeological Sites Atlas files were used to identify listed and eligible National Register of Historical Places (NRHP) properties and sites, NRHP districts, cemeteries, Official Texas Historical Markers, State Archeological Landmarks, and any other potential cultural resources such as National Historic Landmarks, National Monuments, National Memorials, National Historic Sites, and National Historical Parks, to ensure the completeness of the study. To identify areas with a high probability for the occurrence of cultural resources, POWER used the Bernie Lake 7.5-minute topographic map, the Texas Department of Transportation’s (TxDOT) Potential Archeological Liability Map (PALM), and aerial photography.

Table 4-1 of the EA indicates that two known cultural resource sites are crossed by the Consensus Route centerline. Four previously recorded cultural resource sites are located within 1,000 feet of the Consensus Route centerline.

No NRHP-listed or determined-eligible site is crossed by or within 1,000 feet of the Consensus Route centerline. One cemetery is located within 1,000 feet of the Consensus Route.

The length of right-of-way across high probability areas (HPA) for potential archeological sites or other prehistoric cultural resources for the Consensus Route is 7.2 miles.

General descriptions of the historical and archeological resources are provided in Section 4.4 of the EA. For the protection of the sites, archeological sites are not shown on the maps.

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28. Coastal Management Program:

For each route, indicate whether the route is located, either in whole or in part, within the coastal management program boundary as defined in 31 TAC §503.1. If any route is, either in whole or in part, within the coastal management program boundary, indicate whether any part of the route is seaward of the Coastal Facilities Designation Line as defined in 31 TAC §19.2(a)(21). Using the designations in 31 TAC §501.3(b), identify the type(s) of Coastal Natural Resource Area(s) impacted by any part of the route and/or facilities.

No part of the Consensus Route occurs within the coastal management program boundary, as defined in 31 TAC § 503.1.

29. Environmental Impact:

Provide copies of any and all environmental impact studies and/or assessments of the project. If no formal study was conducted for this project, explain how the routing and construction of this project will impact the environment. List the sources used to identify the existence or absence of sensitive environmental areas. Locate any environmentally sensitive areas on a routing map. In some instances, the location of the environmentally sensitive areas or the location of protected or endangered species should not be included on maps to ensure preservation of the areas or species. Within seven days after filing the application for the project, provide a copy of each environmental impact study and/or assessment to the Texas Parks and Wildlife Department (TPWD) for its review at the address below. Include with this application a copy of the letter of transmittal with which the studies/assessments were or will be sent to the TPWD.

Wildlife Habitat Assessment Program
Wildlife Division
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

The EA is included with this Application as Attachment 1. Data used by POWER in the evaluation of the proposed Consensus Route were drawn from a variety of sources, including, published literature (e.g., documents, reports, maps, aerial photography) and information from local, state, and federal agencies. An extensive list of resources is provided in Section 6 of the EA. Ground reconnaissance of the Study Area and computer-based evaluation of digital aerial imagery were used for the evaluation of the proposed Consensus Route. Environmentally sensitive areas are shown on Figure 4-1 of the EA.

The applicant shall file an affidavit confirming that the letter of transmittal and studies/assessments were sent to TPWD.

A copy of the letter of transmittal providing a copy of the EA for this Project to the TPWD is included in this Application as Attachment 11. An affidavit verifying that the EA was sent to TPWD will be filed with the Commission.

30. Affidavit

Attach a sworn affidavit from a qualified individual authorized by the applicant to verify and affirm that, to the best of their knowledge, all information provided, statements made, and matters set forth in this application and attachments are true and correct.

The sworn affidavit of Stacie Bennett is included with this Application as Attachment 12.

Lone Star Transmission, LLC
CCN Application – List of Attachments

Attachment Number	Attachment Description
Attachment 1	Environmental Assessment of the Proposed Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County, prepared by POWER Engineers, Inc. (EA)
Attachment 2	Interconnection Agreement between Lone Star Transmission, LLC and Hubbard Wind, LLC, dated June 30, 2020
Attachment 3	Schematic of the Lone Star Transmission, LLC System in the Proximate Area of the Proposed Project
Attachment 4	Aerial Photograph-Based Property Ownership Map
Attachment 5	Table Providing Landowner Names, Property Identification, and Map Locations
Attachment 6	Consent Agreements
Attachment 7	Landowner Notice Materials: Attachment 7A Sample Notice Letter to Landowners Attachment 7B Map of Consensus Route Attachment 7C Consensus Route Description Attachment 7D Landowner Brochure Attachment 7E Comment/Protest Form Attachment 7F Intervenor Form Attachment 7G Landowner List
Attachment 8	Utility Notice Materials Attachment 8A Sample Notice Letter to Utilities ¹ Attachment 8B List of Utilities
Attachment 9	Public Official Notice Materials Attachment 9A Sample Notice Letter to Public Officials ¹ Attachment 9B List of County and Municipal Officials, the Department of Defense Siting Clearinghouse, and the Office of Public Utility Counsel Contacts

¹ Excluding attachments provided in Attachment 7.

Attachment 10	Newspaper Notice Materials Attachment 10A Sample Newspaper Notice Attachment 10B List of Newspaper of General Circulation
Attachment 11	Letter of Transmittal to the Texas Parks & Wildlife Department
Attachment 12	Sworn Affidavit of Stacie Bennett

**ERCOT STANDARD GENERATION
INTERCONNECTION AGREEMENT**

Between

Hubbard Wind, LLC

and

Lone Star Transmission, LLC

for

Aquilla Lake Wind Project

Date: June 30, 2020

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ERCOT STANDARD GENERATION INTERCONNECTION AGREEMENT

This Standard Generation Interconnection Agreement is made and entered into this 30 day of June, 2020 (“Effective Date”), between **Lone Star Transmission, LLC** (“Transmission Service Provider”) and **Hubbard Wind, LLC** (“Generator”), hereinafter individually referred to as “Party,” and collectively referred to as “Parties.” In consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Transmission Service Provider is a public utility that owns and operates facilities for the transmission and distribution of electricity. Generator will own, operate, and maintain the Plant (as defined in Exhibit “A”). Pursuant to the terms and conditions of this Agreement, Transmission Service Provider shall interconnect Generator’s Plant with Transmission Service Provider’s System consistent with the Interconnection Study Agreement executed between the Parties on October 31, 2018 and pursuant to the ERCOT generation interconnection request #19INR0145 and 20INR0256 for the Aquilla Lake Wind project.

This Agreement applies only to the Plant and the Parties’ interconnection facilities as identified in Exhibit “C”.

This Agreement shall become effective as of the Effective Date, subject to Governmental Authority approval, if required, and shall continue in full force and effect until terminated in accordance with Exhibit “A”.

This Agreement will be subject to the following, all of which are incorporated herein:

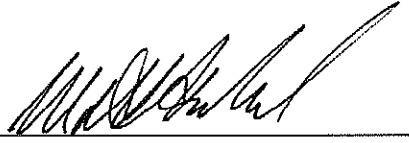
- A. The “Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement” attached hereto as Exhibit “A”;
- B. The ERCOT Requirements (unless expressly stated herein, where the ERCOT Requirements are in conflict with this Agreement, the ERCOT Requirements shall prevail);
- C. The PUCT Rules (where the PUCT Rules are in conflict with this Agreement, the PUCT Rules shall prevail);
- D. The Time Schedule attached hereto as Exhibit “B”;
- E. The Interconnection Details attached hereto as Exhibit “C”;
- F. The notice requirements attached hereto as Exhibit “D”; and
- G. The Security Arrangement Details attached hereto as Exhibit “E”.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Lone Star Transmission, LLC

Hubbard Wind, LLC

By: 

By: 

Name: Aundrea Williams

Name: Matthew S. Handel

Title: President

Title: Vice President

Date: June 30, 2020

Date: June 30, 2020

Exhibit “A”
Terms and Conditions of the ERCOT Standard Generation Interconnection Agreement

ARTICLE 1. DEFINITIONS

Capitalized terms shall have the meanings as set forth below, except as otherwise specified in the Agreement:

- 1.1 “CCN” shall mean a Certificate of Convenience and Necessity issued by the PUCT.
- 1.2 “Commercial Operation” shall mean the date on which Generator declares that the construction of the Plant has been substantially completed, Trial Operation of the Plant has been completed, and the Plant is ready for dispatch.
- 1.3 “Control Area” shall have the meaning ascribed thereto in PUCT Rule 25.5 or its successor.
- 1.4 “ERCOT” shall mean the Electric Reliability Council of Texas, Inc.
- 1.5 “ERCOT Requirements” means the ERCOT Nodal Operating Guides, ERCOT Generation Interconnection Procedures, and ERCOT Nodal Protocols, as well as any other documents adopted by ERCOT relating to the interconnection and operation of generators and transmission systems in ERCOT as amended from time to time, and any successors thereto. Any requirement in the foregoing documents imposed upon generation entities or generation facilities shall become the responsibility of the Generator, and any requirements imposed on transmission providers or transmission facilities shall become the responsibility of the TSP.
- 1.6 “Facilities Study” shall have the meaning as described in PUCT Rule 25.198(d) or its successor.
- 1.7 “GIF” shall mean Generator’s interconnection facilities as described in Exhibit “C.”
- 1.8 “Good Utility Practice” shall have the meaning described in PUCT Rule 25.5 or its successor.
- 1.9 “Governmental Authority(ies)” shall mean any federal, state, local or municipal body having jurisdiction over a Party.
- 1.10 “In-Service Date” shall be the date, as reflected in Exhibit “B,” that the TIF will be ready to connect to the GIF.
- 1.11 “Interconnection Study Agreement” shall mean an agreement executed by the Parties relating to the performance of interconnection studies.
- 1.12 “Plant” shall mean the electric generation facility owned and operated by the Generator, as specified in Exhibit “C.”
- 1.13 “Point of Interconnection” shall mean the location(s) where the GIF connects to the TIF as negotiated and defined by the Parties and as shown on Exhibit “C” of this Agreement.

- 1.14 “PUCT” shall mean the Public Utility Commission of Texas.
- 1.15 “PUCT Rules” shall mean the Substantive Rules of the PUCT.
- 1.16 “Reasonable Efforts” shall mean the use of Good Utility Practice and the exercise of due diligence pursuant to PUCT Rule 25.198(e) or its successor.
- 1.17 “System Protection Equipment” shall mean those facilities located within the TIF and the GIF as described in Section 5.6 and Exhibit “C.”
- 1.18 “System Security Study” shall have the meaning as described in PUCT Rule 25.198(c) or its successor.
- 1.19 “TCOS” shall mean the TSP’s transmission cost of service as allowed by the applicable Governmental Authority.
- 1.20 “TIF” shall mean the TSP’s interconnection facilities as described in Exhibit “C” to this Agreement.
- 1.21 “Trial Operation” shall mean the process by which the Generator is engaged in on-site test operations and commissioning of the Plant prior to Commercial Operation.
- 1.22 “TSP” shall mean the Transmission Service Provider.
- 1.23 “TSP System” shall mean the electric transmission facilities, including the TIF, and all associated equipment and facilities owned and/or operated by the TSP.

ARTICLE 2. TERMINATION

- 2.1 Termination Procedures. This Agreement may be terminated as follows:
- A. the Generator may terminate this Agreement after giving the TSP thirty (30) days’ advance written notice; or
 - B. the TSP may terminate this Agreement (subject to Governmental Authority approval, if required) on written notice to the Generator if the Generator’s Plant has not achieved Commercial Operation within one (1) year after the scheduled Commercial Operation date reflected in Exhibit “B”; or
 - C. either Party may terminate this Agreement in accordance with Section 10.6.
- 2.2 Termination Costs. If a Party elects to terminate the Agreement pursuant to Section 2.1 above, then Generator shall promptly pay, or reimburse TSP for, all costs that are the responsibility of the Generator under this Agreement and incurred, or committed to be incurred, by TSP as of the date of the notice of termination. In the event of termination by a Party, each Party shall use Reasonable Efforts to mitigate the damages and charges that it may incur as a consequence of such termination.
- 2.3 Disconnection. Upon termination of this Agreement, the Parties will disconnect the GIF

from the TIF. The provisions of Section 2.2 and Section 2.3 shall survive termination of the Agreement.

ARTICLE 3. REGULATORY FILINGS

3.1 Filing. The TSP shall file this executed Agreement with the PUCT. Each Party will cooperate reasonably with each other in connection with such filings. Any portion of this Agreement asserted by Generator to contain competitively sensitive commercial or financial information shall be filed by the TSP identified as “confidential” under seal stating, for the TSP’s showing of good cause, that Generator asserts such information is confidential information and has requested such filing under seal. If requested by the TSP, Generator shall provide the TSP, in writing, with the Generator’s basis for asserting that the information referred to in this Section 3.1 is competitively sensitive information, and the TSP may disclose such writing to the appropriate Governmental Authority.

3.2 Regulatory Approvals. Unless exempt, the TSP shall timely request from ERCOT and any other Governmental Authority all regulatory approvals necessary for it to carry out its responsibilities under this Agreement. Such approvals shall include any CCN required for the construction of the TIF.

ARTICLE 4. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

4.1 Options. The Generator shall select one of the following options (subsection A or subsection B) and include the selected option in Exhibit “B” for completion of the TIF:

A. The TSP shall design, procure, and construct the TIF, using Reasonable Efforts to complete the TIF by the In-Service Date reflected in Exhibit “B.” The TSP will utilize its own resources and will contract for additional resources, as reasonably necessary, to meet the In-Service Date. Such resources shall include, as the TSP believes is reasonable, use of other contractors, other equipment suppliers, other material suppliers, additional contract personnel, additional payments to contractors for expedited work, and premiums paid to equipment and material suppliers for expedited delivery. The TSP shall not be required to undertake any initiative which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, applicable laws and regulations, and ERCOT Requirements. In the event the TSP reasonably expects that it will not be able to complete the TIF by the In-Service Date, the TSP will promptly provide written notice to the Generator and will undertake Reasonable Efforts to meet the earliest date thereafter.

B. (i) The TSP shall design, procure, and construct the TIF by the In-Service Date reflected in Exhibit “B”. The Parties acknowledge that the In-Service Date was either agreed upon through good faith negotiations or designated by the Generator upon failure of the Parties to agree. In the process of negotiating the In-Service Date, Generator will request a date upon which it reasonably expects it will be ready to begin use of the TIF and upon which it reasonably expects to begin doing so. Any date designated by the Generator shall in no event be less than fifteen months from the date that all conditions of Sections 4.2 and 4.3 have been satisfied. The designated In-Service Date will be extended day for day for each day that ERCOT refuses to grant clearances to install equipment. If the TSP fails to complete the TIF by the In-Service Date reflected in

Exhibit “B”, the TSP shall pay the Generator liquidated damages in accordance with this Section 4.1.B.

(ii) The Parties agree that actual damages to the Generator, in the event the TIF are not completed by the In-Service Date, may include Generator’s fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. The Parties agree that, because of such uncertainty, any liquidated damages paid by the TSP to the Generator shall be an amount equal to $\frac{1}{2}$ of 1% of the actual cost of the TIF, per day. However, in no event shall the total liquidated damages exceed 20% of the actual cost of the TIF. The Parties agree that such liquidated damages are less than the Generator’s actual damages. The Parties agree that the foregoing payments will be made by the TSP to the Generator as just compensation for the damages caused to the Generator, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this Agreement.

(iii) The TSP shall apply to have the full costs of the TIF included in TCOS. If the PUCT issues a final, appealable order excluding from TCOS any portion of the TIF costs, including higher contractor and vendor costs due to liquidated damage provisions in those contracts and insurance costs to cover liquidated damages, which costs may have been reasonably incurred but which the PUCT finds should not be recovered through TCOS, the Generator shall reimburse the TSP for such costs in an amount not to exceed the difference between the TSP’s estimate of the cost of the TIF under section 4.1.A and the TSP’s estimate of the cost of the TIF under Section 4.1.B as reflected in Exhibit “C”. Such costs shall be estimated using Good Utility Practice.

(iv) No liquidated damages shall be paid to Generator if the Generator is not ready to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant on the In-Service Date, unless the Generator would have been able to commence use of the TIF for the delivery of power to the Plant for Trial Operation or export of power from the Plant but for TSP’s delay.

(v) If the In-Service Date has been designated by the Generator upon a failure of the Parties to agree on the In-Service Date, the TSP may, at its option, require the Generator to subcontract with the TSP for all or part of the design, procurement and construction of the TIF in accordance with the TSP’s standard subcontractor agreements. In such event, the TSP shall be subject to the payment of liquidated damages to the Generator only if the In-Service Date is not met solely due to the TSP’s failure to complete the portion of the TIF for which the TSP has retained responsibility. It is the intent of this subsection to give the TSP full control of the contents and quality of the TIF. To the extent the Generator acts as a subcontractor to the TSP, the following will apply: 1) The Generator shall engineer, procure equipment, and construct the TIF (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by the TSP; 2) In its engineering, procurement and construction of the TIF, the Generator shall comply with all requirements of law to which the TSP would be subject in the engineering, procurement or construction of the TIF; 3) The TSP shall review and approve the engineering design, acceptance tests of equipment, and the construction of the TIF; 4) The TSP shall have the right to approve, and accept for operation, the TIF in accordance with the standards and specifications provided in advance by the TSP, such approval and acceptance shall not be

unreasonably withheld, conditioned, or delayed; 5) Should any phase of the engineering, equipment procurement, or construction of the TIF, including selection of subcontractors, not meet the standards and specifications provided by the TSP, and therefore be deemed unacceptable, then the Generator shall be obligated to remedy that portion of the TIF or selection of subcontractors that is deemed unacceptable, the TSP's approval of the Generator's selection of subcontractors will not be unreasonably withheld, conditioned or delayed; and 6) Once the TIF is accepted for operation by the TSP, then the TSP shall reimburse the Generator for the reasonable and necessary costs incurred by the Generator to complete the TIF, not to exceed the amount specified in the subcontract. Such reimbursement shall be made within thirty (30) days after receipt of the invoice, unless otherwise agreed to by the Parties.

4.2 Equipment Procurement. If responsibility for construction of the TIF is borne by the TSP, then the TSP shall commence design of the TIF and procure necessary equipment within a reasonable time after all of the following conditions are satisfied:

A. The TSP has completed the Facilities Study pursuant to the Interconnection Study Agreement;

B. The TSP has received written authorization to proceed with design and procurement from the Generator by the date specified in Exhibit "B"; and

C. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B".

4.3 Construction Commencement. The TSP shall commence construction of the TIF as soon as practicable after the following additional conditions are satisfied:

A. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

B. Necessary real property rights, if any, have been obtained;

C. The TSP has received written authorization to proceed with construction from the Generator by the date specified in Exhibit "B"; and

D. The Generator has provided security to the TSP in accordance with Section 8.3 by the dates specified in Exhibit "B."

4.4 Work Progress. The Parties will keep each other advised periodically as to the progress of their respective design, procurement, and construction efforts. If, at any time, the Generator becomes aware that the completion of the TIF will not be required until after the specified In-Service Date, the Generator will promptly provide written notice to the TSP of a new, later In-Service Date.

4.5 Conditions Precedent Delay. To the extent this Agreement incorporates a specified In-Service Date and the Generator fails to satisfy conditions precedent under Sections 4.2 and 4.3, the Parties agree to negotiate in good faith to establish a new schedule for completion of the TIF, and the In-Service Date shall be extended accordingly.

ARTICLE 5. FACILITIES AND EQUIPMENT

5.1 Information Exchange. The Parties shall exchange information and mutually agree upon the design and compatibility of the Parties' interconnection facilities. The Parties shall work diligently and in good faith to make any necessary design changes to ensure compatibility of the GIF to the TSP System.

5.2 GIF Construction. Generator agrees to cause the GIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements, and the National Electrical Safety Code in effect at the time of construction. Within one-hundred and twenty (120) days after Commercial Operation, unless the Parties agree on another mutually acceptable deadline, the Generator shall deliver to the TSP the following "as-built" drawings, information, and documents for the GIF: a one-line diagram, a site plan showing the Plant and the GIF, plan and elevation drawings showing the layout of the GIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams, and relay settings for all facilities associated with the Generator's main-power transformers, the facilities connecting the Generator to the main power transformers and the GIF, and the impedances (determined by factory tests) for the associated main power transformers and the generators and, if applicable, the impedance of any transmission voltage lines that are part of the GIF.

5.3 TIF Construction. The TSP agrees to cause the TIF to be designed and constructed in accordance with Good Utility Practice, ERCOT Requirements, and the National Electrical Safety Code in effect at the time of construction.

5.4 Equipment Changes. For facilities not described in Exhibit "C," if either Party makes equipment changes to the Plant, the GIF, the TIF, or the TSP System which it reasonably believes will affect the operation or performance of the other Party's interconnection facilities, such Party agrees to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with ERCOT Requirements and coordinated between the Parties.

5.5 Metering, Telemetry and Communications Requirements.

A. Metering and telemetry of data will be accomplished in accordance with ERCOT Requirements. The specific metering, telemetry and communications equipment to be installed and data to be telemetered are described in Exhibit "C."

B. At the Point of Interconnection, the metering and telemetry equipment shall be owned by the TSP. However, the TSP shall provide the Generator with metering and telemetry values in accordance with ERCOT Requirements.

C. A minimum set of inputs to the telemetry equipment are specified in Exhibit "C." Additional sets of inputs may be subsequently mutually agreed upon.

D. The TSP will notify the Generator at least five (5) business days in advance of any planned maintenance, inspection, testing, or calibration of the metering equipment, unless otherwise agreed to in writing. The Generator, or its designated representative, shall have the right to be present for these activities and to receive copies of any documents related to the procedures and results.

E. Prior to the connection of the GIF to the TIF, acceptance tests will be performed by the owning Party to ensure the proper functioning of all metering, telemetry, and communications equipment associated with the Point of Interconnection and both Parties' interconnection facilities, and to verify the accuracy of data being received by the TSP, ERCOT, and the Generator. All acceptance tests will be performed consistent with ERCOT Requirements.

F. The TSP shall, in accordance with Good Utility Practice and ERCOT Requirements, specify communications facilities, including those necessary to transmit data from the metering equipment to the TSP, that are necessary for the effective operation of the Plant and the GIF with the TSP System. Such communication facilities shall be included in Exhibit "C." The Generator shall make arrangements to procure and shall be responsible for the costs of such facilities.

G. Any changes to the meters, telemetry equipment, voltage transformers, current transformers, and associated panels, hardware, conduit, and cable, that will affect the data being received by a Party must be mutually agreed to by the Parties.

H. Each Party will promptly advise the other Party if it detects or is otherwise aware of any metering, telemetry, or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably practical in accordance with ERCOT Requirements.

5.6 System Protection and Other Controls Requirements.

A. Each Party's facilities shall be designed to isolate any fault, or to correct or isolate any abnormality, that would negatively affect the other Party's system or other entities connected to the TSP System.

B. The Generator shall be responsible for protection of its facilities and the Plant consistent with ERCOT Requirements.

C. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Section 5.6.F. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and tripping the Generator's units.

D. Recording equipment shall be installed to analyze all system disturbances in accordance with ERCOT Requirements.

E. Each Party will test, operate, and maintain System Protection Equipment in accordance with ERCOT Requirements. Each Party will provide reasonable notice to the other Party of any testing of its System Protection Equipment allowing such other Party the opportunity to have representatives present during testing of its System Protection Equipment.

F. Prior to the In-Service Date, and again prior to Commercial Operation, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Equipment. At intervals suggested by Good Utility Practice or at intervals described in

the ERCOT Requirements (if so defined therein), and following any apparent malfunction of the System Protection Equipment, each Party shall perform both calibration and functional trip tests of its System Protection Equipment. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

5.7 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

ARTICLE 6. OPERATION AND MAINTENANCE

6.1 Operation and Maintenance of Interconnection Facilities. The Parties agree to operate and maintain their systems in accordance with Good Utility Practice, National Electrical Safety Code, the ERCOT Requirements, PUCT Rules, and all applicable laws and regulations. In addition, Generator agrees to operate and maintain its system in accordance with the National Electrical Safety Code. Subject to any necessary ERCOT approval, each Party shall provide necessary equipment outages to allow the other Party to perform periodic maintenance, repair, or replacement of its facilities. Such outages shall be scheduled at mutually agreeable times, unless conditions exist which a Party believes, in accordance with Good Utility Practice, may endanger persons or property. No changes will be made in the normal operation of the Point of Interconnection without the mutual agreement of the Parties, except as otherwise provided herein. All testing of the Plant that affects the operation of the Point of Interconnection shall be coordinated between the TSP, ERCOT, and the Generator and will be conducted in accordance with ERCOT Requirements.

6.2 Control Area. The Point of Interconnection shall be located within the ERCOT Control Area. The Control Area within ERCOT is a single Control Area, with ERCOT assuming authority as the Control Area operator in accordance with ERCOT Requirements.

6.3 Land Rights and Easements. Terms and conditions addressing the rights of the TSP and the Generator regarding any facilities located on the other Party's property shall be addressed in a separate, duly executed, and recorded easement agreement between the Parties. Prior to Commercial Operation, the Parties will mutually agree upon procedures to govern access to each other's property as necessary for the Parties to fulfill their obligations hereunder.

6.4 Service Interruption. The Parties recognize that the interruption of service provisions of the PUCT Rules give TSP the right to disconnect the TSP System from the Plant under the conditions specified therein. The Generator will promptly disconnect the Plant from the TSP System when required by and in accordance with the PUCT Rules and ERCOT Requirements.

6.5 Switching and Clearance.

A. Any switching or clearances needed on the TIF or the GIF will be done in accordance with ERCOT Requirements.

B. Any switching and clearance procedure necessary to comply with Good Utility Practice or ERCOT Requirements that may have specific application to the Plant shall be addressed in Exhibit "C."

6.6 Start-Up and Synchronization. Consistent with ERCOT Requirements and the Parties' mutually acceptable procedure, the Generator is responsible for the proper synchronization of the Plant to the TSP System.

6.7 Routine Operational Communications. On a timely basis, the Parties shall exchange all information necessary to comply with ERCOT Requirements.

6.8 Blackstart Operations. If the Plant is capable of blackstart operations, Generator will coordinate individual Plant start-up procedures consistent with ERCOT Requirements. Any blackstart operations shall be conducted in accordance with the blackstart criteria included in the ERCOT Requirements and the TSP blackstart plan on file with ERCOT. Notwithstanding this section, the Generator is not required to have blackstart capability by virtue of this Agreement. If the Generator will have blackstart capability, then Generator shall provide and maintain an emergency communication system that will interface with the TSP during a blackstart condition.

6.9 Power System Stabilizers. The Generator shall procure, install, maintain, and operate power system stabilizers if required to meet ERCOT Requirements and as described in Exhibit "C."

ARTICLE 7. DATA REQUIREMENTS

7.1 Data Acquisition. The acquisition of data to realistically simulate the electrical behavior of system components is a fundamental requirement for the development of a reliable interconnected transmission system. Therefore, the TSP and the Generator shall be required to submit specific information regarding the electrical characteristics of their respective facilities to each other as described below in accordance with ERCOT Requirements.

7.2 Initial Data Submission by TSP. The initial data submission by the TSP shall occur prior to Trial Operation and shall include transmission system data necessary to allow the Generator to select equipment and meet any system protection and stability requirements.

7.3 Initial Data Submission by Generator. The initial data submission by the Generator, including manufacturer data, shall occur no later than ninety (90) days prior to the Trial Operation and shall include a completed copy of the following forms contained in the ERCOT Generation Interconnection Procedure: (1) Plant Description/Data; and (2) Generation Stability Data. It shall also include any additional data provided to ERCOT for the System Security Study. Data in the initial submissions shall be the most current Plant design or expected performance data. Data submitted for stability models shall be compatible with ERCOT standard models. If there is no compatible model, the Generator will work with an ERCOT-designated consultant to develop and supply a standard model and associated data.

7.4 Data Supplementation. Prior to Commercial Operation, the Parties shall supplement their initial data submissions with any and all "as-built" Plant data or "as-tested" performance data which differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Subsequent to Commercial Operation, the Generator shall provide the TSP any data changes due to equipment replacement, repair, or adjustment. The TSP shall provide the Generator any data changes due to equipment replacement, repair, or adjustment in the directly connected substation or any adjacent TSP-owned substation that may affect the GIF equipment

ratings, protection or operating requirements. The Parties shall provide such data no later than thirty (30) days after the date of the actual change in equipment characteristics. Also, the Parties shall provide to each other a copy of any additional data later required by ERCOT concerning these facilities.

7.5 Data Exchange. Each Party shall furnish to the other Party real-time and forecasted data as required by ERCOT Requirements. The Parties will cooperate with one another in the analysis of disturbances to either the Plant or the TSP's System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations, and sequence of events records.

ARTICLE 8. PERFORMANCE OBLIGATION

8.1 Generator's Cost Responsibility. The Generator will acquire, construct, operate, test, maintain, and own the Plant and the GIF at its sole expense. In addition, the Generator may be required to make a contribution in aid of construction in the amount set out in and for the facilities described in Exhibit "C," if any, in accordance with PUCT Rules.

8.2 TSP's Cost Responsibility. The TSP will acquire, own, operate, test, and maintain the TIF at its sole expense, subject to the provisions of Section 4.1.B and the contribution in aid of construction provisions of Section 8.1 of this Agreement.

8.3 Financial Security Arrangements. The TSP may require the Generator to pay a reasonable deposit or provide another means of security, to cover the costs of planning, licensing, procuring equipment and materials, and constructing the TIF. The required security arrangements are specified in Exhibit "E." Within five (5) business days after TSP has received notice from the Generator that the Plant has achieved Commercial Operation, and TSP has verified the same, the TSP shall return the deposit(s) or security to the Generator. However, the TSP may retain an amount to cover the incremental difference between the TSP's actual out of pocket costs associated with the choice of Section 4.1.B over Section 4.1.A, pending a final PUCT Order as contemplated in Section 4.1.B(iii). If the Plant has not achieved Commercial Operation within one (1) year after the scheduled Commercial Operation date identified in Exhibit "B" or if the Generator terminates this Agreement in accordance with Section 2.1 and the TIF are not required, the TSP may, subject to the provisions of Section 2.2, retain as much of the deposit or security as is required to cover the costs it incurred in planning, licensing, procuring equipment and materials, and constructing the TIF. If a cash deposit is made pursuant to Exhibit "E," any repayment of such cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the PUCT or other Governmental Authority.

ARTICLE 9. INSURANCE

9.1 Each Party shall, at its own expense, maintain in force throughout the period of this Agreement, and until released by the other Party the following minimum insurance coverages, with insurers authorized to do business in Texas:

A. Employers Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas. The minimum limits for the Employer's Liability insurance shall be One Million Dollars (\$1,000,000) each accident

bodily injury by accident, One Million Dollars (\$1,000,000) each employee bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit bodily injury by disease.

B. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

C. Comprehensive Automobile Liability Insurance for coverage of owned, non-owned, and hired vehicles, trailers, or semi-trailers designed for travel on public roads, with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.

D. Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability, and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.

E. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and affiliated companies, and their respective directors, officers, agents, servants, and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Agreement against the Other Party Group. Each Party shall provide thirty (30) days' advance written notice to Other Party Group prior to cancellation or any material change in coverage or condition.

F. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

G. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies, if written on a Claims First Made basis, shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

H. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Agreement.

I. Within ten (10) days following execution of this Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this Agreement, executed by each insurer or by an authorized representative of each insurer.

J. Notwithstanding the foregoing, each Party may self-insure to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade, or better, by Standard & Poor's. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I. In the event that a Party is permitted to self-insure pursuant to this Section 9.1.J, it shall not be required to comply with the insurance requirements applicable to it under Sections 9.1.A through 9.1.I.

K. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Governing Law and Applicable Tariffs.

A. This Agreement for all purposes shall be construed in accordance with and governed by the laws of the State of Texas, excluding conflicts of law principles that would refer to the laws of another jurisdiction. The Parties submit to the jurisdiction of the federal and state courts in the State of Texas.

B. This Agreement is subject to all valid, applicable rules, regulations and orders of, and tariffs approved by, duly constituted Governmental Authorities.

C. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

10.2 No Other Services. This Agreement is applicable only to the interconnection of the Plant to the TSP System at the Point of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary for it to receive any other service that it may desire from the other Party or any third party. This Agreement does not address the sale or purchase of any electric energy, transmission service, or ancillary services by either Party, either before or after Commercial Operation.

10.3 Entire Agreement. This Agreement, including all Exhibits, Attachments, and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject

matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. Notwithstanding the other provisions of this Section, the Interconnection Study Agreement, if any, is unaffected by this Agreement.

10.4 Notices. Except as otherwise provided in Exhibit "D," any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail, postage prepaid, overnight mail or fax to the address or number identified on Exhibit "D" attached to this Agreement. Either Party may change the notice information on Exhibit "D" by giving five (5) business days' written notice prior to the effective date of the change.

10.5 Force Majeure.

A. The term "Force Majeure" as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party's obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any Governmental Authority.

B. Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred, and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

10.6 Default

A. The term "Default" shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 10.6.B, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after notice and continuously and diligently complete such cure within ninety (90) days from

receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

B. If a Default is not cured as provided in this Section, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

10.7 Intrastate Operation. The operation of the Plant by Generator shall not cause there to be a synchronous or an asynchronous interconnection between ERCOT and any other transmission facilities operated outside of ERCOT unless ordered by the Federal Energy Regulatory Commission under Section 210 of the Federal Power Act. The Parties recognize and agree that any such interconnection will constitute an adverse condition giving the TSP the right to immediately disconnect the TIF from the GIF, until such interconnection has been disconnected. The Generator will not be prohibited by this Section from interconnecting the Plant with facilities operated by the Comisión Federal de Electricidad of Mexico, unless such interconnection would cause ERCOT utilities that are not “public utilities” under the Federal Power Act to become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

10.8 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

10.9 No Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of obligations, rights, or duties imposed upon the Parties. Termination or Default of this Agreement for any reason by the Generator shall not constitute a waiver of the Generator’s legal rights to obtain an interconnection from the TSP under a new interconnection agreement.

10.10 Headings. The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

10.11 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

10.12 Amendment. This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

10.14 Further Assurances. The Parties agree to (i) furnish upon request to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Without limiting the generality of the foregoing, the TSP shall, at the Generator's expense, when reasonably requested to do so by the Generator at any time after the execution of this Agreement, prepare and provide such information in connection with this Agreement (including, if available, resolutions, certificates, opinions of counsel, or other documents relating to the TSP's corporate authorization to enter into this Agreement and to undertake the obligations set out herein) as may be reasonably required by any potential lender to the Generator under a proposed loan agreement. The TSP will use commercially reasonable efforts to obtain any opinion of counsel reasonably requested by Generator, but the TSP shall not be in Default of any obligation under this Agreement if the TSP is unable to provide an opinion of counsel that will satisfy any potential lender to the Generator. Specifically, upon the written request of one Party, the other Party shall provide the requesting Party with a letter stating whether or not, up to the date of the letter, that Party is satisfied with the performance of the requesting Party under this Agreement.

10.15 Indemnification and Liability. The indemnification and liability provisions of the PUCT Rule 25.202(b)(2) or its successor shall govern this Agreement.

10.16 Consequential Damages. OTHER THAN THE LIQUIDATED DAMAGES HERETOFORE DESCRIBED, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

10.17 Assignment. This Agreement may be assigned by either Party only with the written consent of the other; provided, that either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit quality and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Generator shall have the right to assign this Agreement, without the consent of the TSP, for collateral security purposes to aid in providing financing for the Plant; provided, that the Generator will require any secured party, trustee, or mortgagee to notify the TSP of any such assignment. Any financing arrangement entered into by the Generator pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's, or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee, or mortgagee will notify the TSP of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's

obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned, or delayed.

10.18 Severability. If any provision in this Agreement is finally determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Agreement; provided that if the Generator (or any third party, but only if such third party is not acting at the direction of the TSP) seeks and obtains such a final determination with respect to any provision of Section 4.1.B, then none of the provisions of Section 4.1.B. shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by Section 4.1.A.

10.19 Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules, and regulations, as amended from time to time.

10.20 Invoicing and Payment. Unless the Parties otherwise agree (in a manner permitted by applicable PUCT Rules and as specified in writing in an Exhibit "E" attached hereto), invoicing and payment rights and obligations under this Agreement shall be governed by PUCT Rules or applicable Governmental Authority. Invoices shall be rendered to the paying Party at the address specified on, and payments shall be made in accordance with the requirements of, Exhibit "D."

10.21 Confidentiality.

A. Subject to the exception in Section 10.21.B, any information that a Party claims is competitively sensitive, commercial, or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is: (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to ERCOT. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subsection, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subsection, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

B. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

**Exhibit “B”
Time Schedule**

- 1) Interconnection Option chosen by Generator (check one):
 Section 4.1.A. or Section 4.1.B
- A. If Section 4.1.B is chosen by Generator, the In-Service Date(s) was determined by (check one): (1) good faith negotiations, or (2) designated by Generator upon failure to agree.
- 2) June 30, 2020 is the date (“NTP Need Date”) by which Generator must provide a written Notice to Proceed with design, procurement, and construction of the TIF and provide security, as specified in Exhibit “A”, Section 4.2 and 4.3, so that TSP may maintain schedule to meet the In-Service Date identified below. The NTP date shall be the date Generator provides written Notice to Proceed to TSP:
- A. If Generator does not provide a written Notice to Proceed to TSP by the above NTP Need Date, the designated TIF In-Service Date, Scheduled Generation Trial Operation Date, and Scheduled Generation Commercial Operation Date, identified below, will each be extended day for each day after the NTP Need Date that the Notice to Proceed is delayed.
- B. If Generator does not provide a written Notice to Proceed and provide security in accordance with Exhibit “E” to TSP by eighteen (18) months after the NTP Need Date (“NTP Deadline”), such non-provision of the Notice to Proceed shall constitute a Default, in accordance with Section 10.6.A of Exhibit “A”, by the Generator and written notice of Default shall be deemed to have been given by TSP to Generator on the NTP Deadline. If such Default is not cured in accordance with Section 10.6 of Exhibit “A”, then TSP may terminate this Agreement in accordance with the provisions of Section 10.6.B of Exhibit “A”.

Generator Main Transformer Tap Position Communication to TSP Date: (If Generator Main Transformer(s) is equipped with a no-load tap changer)
August 1, 2021

TIF In-Service Date (Backfeed): The later of:
a. November 23, 2021; or
b. Thirteen (13) months after the NTP Date.

Scheduled Generation Trial Operation Date (Synchronization): The later of:
a. December 7, 2021; or
b. Two (2) months after the TIF In-Service Date.

Scheduled Generation Commercial Operation Date (COD): The later of:
a. December 30, 2021; or
b. Two (2) months after the TIF In-Service Date.

Nothing in the definitions of the dates above shall preclude either Party from taking measures or actions that allow the actual Generation Trial Operation Date or the actual Generation Commercial Operation Date to be earlier than the scheduled dates above.

- 3) Due to the nature of the subject of this Agreement, the Parties may mutually agree to change the dates and times of this Exhibit B.

Exhibit “C” Interconnection Details

- 1 Name: Aquilla Lake Wind Project also known as- Hubbard Wind Energy Center
- 2 Point of Interconnection (POI) Location: The POI between the GIF and TIF will be located at a new Transmission Service Provider (TSP) owned dead-end structure at the end of the TSP’s new approximate 15.4 mile 345 kV transmission line connecting from Sam Switch Station running to a location adjacent to the GIF step up station (shown on Attachment “C-1” and “C-2”). The POI shall be the physical point where the TSP facilities are connected to the GIF. This point is more specifically defined as being located at the 4-hole pad terminals on the insulator hardware at the dead-end structure where the TSP’s 345 kV transmission line connects to Generator slack span connecting to the GIF.
- 3 Delivery Voltage: 345 kV
- 4 Number and Size of Generating Units: The total capacity of Aquilla Lake Wind is 299.6 MW composed of 98 quantity GE 2.82 MW and 10 quantity GE 2.32 MW wind turbines.
- 5 Type of Generating Unit: The project is comprised of GE models: GE 2.82 MW and GE 2.32 MW wind turbines.

The Parties will amend this Exhibit “C” as necessary to reflect any changes Generator makes to the manufacturer, model, or type of generating units.

- 6 Metering and Telemetry Equipment: Metering (voltage, location, losses adjustment due to metering location and other), telemetry, and communications requirements shall be as follows:
 - 6.1 TSP shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain 345 kV metering accuracy potential and current transformer and associated metering and telemetry equipment (including communications and an RTU) located in the TIF. A one-line diagram showing TSP’s ERCOT-polled settlement (“EPS”) metering location is attached to this Exhibit “C” as **Attachment C-2**. If requested by Generator, and if available from the TSP RTU equipment, TSP will make Primary EPS metering data available to Generator via a communication link at Generator’s expense. If such metering data are not available from TSP RTU equipment, they may be available by alternate means at Generator’s expense. Such data, if provided to Generator, will be for Generator’s informational purposes only. Generator shall not rely on such data, as the primary source, for the metering data addressed in Section 6.2 of this Exhibit “C” below, or for any other scheduling or operational purposes. TSP makes no guarantee of the quality

or availability of such data. The provision of Section 5.5(G) of Exhibit “A” shall not apply to TSP’s RTU.

- 6.2 Generator shall, in accordance with Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the necessary metering potential and current transformers and associated metering and telemetry equipment in the GIF and/or Plant to satisfy the ERCOT Requirements for the provision of metering data by Generator's “Qualified Scheduling Entity”.
- 6.3 Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, install, own, operate, inspect, test, calibrate, and maintain the metering and telemetry equipment (including an RTU or other equipment acceptable to TSP) to supply all electrical parameters of the Plant and GIF, as specified in Section 11 to this Exhibit “C”, to TSP at a location designated by TSP.
- 6.4 Prior to the In-Service Date, acceptance tests will be performed by TSP and Generator to ensure the proper functioning of all metering, telemetry, and communications equipment, and to verify the accuracy of data being received by TSP.
- 6.5 Following the Commercial Operation date, each Party shall test its metering, telemetry, and communications equipment in accordance with ERCOT Requirements and Good Utility Practice. Each Party shall give the other Party reasonable advance notice of such testing. Each Party shall have the right to observe testing performed by the other Party.
- 6.6 Any changes to Generator’s metering, telemetry, and communication equipment, including meters, voltage transformers, current transformers, and associated RTU, panels, hardware, conduit and cable, that will affect the data being received by TSP hereunder must be mutually agreed to by the Parties.
- 6.7 Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry, or communications equipment or related situation that requires attention and/or correction by the other Party.

7 Generator Interconnection Facilities:

Generator will be responsible for the construction and ownership of the below:

- 7.1 Generator will be responsible for the construction and ownership of a 345 kV station and all facilities within it. Specifically, Generator's interconnection station(s) including control building(s), 345 kV step-up transformer(s), transformer protection package(s), 345 kV circuit breaker(s), 345 kV line disconnect switch(es), and protective relaying

panels for the Generator's 345 kV line(s) that will coordinate with the TSP's line panels at the TSP facility for the Generator line protection

- 7.2 345 kV line(s) with all necessary material to interconnect to Generator's dead-end structure(s) located right adjacent to the TIF, and the crossing of the existing TSP Transmission Line which is required to accommodate the Generator 345 kV line(s) in accordance to Exhibit "B" Section 8.2
- 7.3 Full tension, dead-end, 345 kV line structure(s) located adjacent to the TIF (Generator shall coordinate the height of this structure(s), the arrangement of the phases, and the exact location of the structure(s) with TSP) NOTE: Generator shall provide any necessary jumper post insulators for this structure(s)
- 7.4 Fiber optic cable (Alcoa Fujicura or equivalent 48 fiber, single-mode, fiber optic OPGW) from GIF's control building to TSP's OPGW cable splice box on the Generator's interconnecting structure(s) at the Point of Interconnection
- 7.5 Multi-ported RTU(s) and panels to provide breaker status, telemetry and energy data from the GIF to the Plant, the TSP, Generator and ERCOT
- 7.6 Associated structures, buswork, conductor, connectors, grounding, conduit, control cable, foundation work, perimeter fencing, grading/dirt work and any appurtenances necessary for construction and operation of GIF

The GIF also includes the communication facilities described in Section 9.1 below.

8 Transmission Service Provider Interconnection Facilities:

8.1 In order for TSP to interconnect the Generator at Sam Switch Station, the following new equipment will be required to be in place prior to energization. TSP's obligation to construct the transmission line scope of the TIF are contingent upon TSP's receipt of PUCT approval of an amendment to TSP's CCN and other necessary approvals from Governmental Authorities.

8.1.1 Transmission Line:

- The new TSP-owned 345 kV transmission line will be approximately 15.4 miles long from Sam Switch Station to the GIF and will primarily be built using 90- to 120-foot concrete and steel monopoles. Approximately 1.1 miles of the new 345 kV transmission line will be installed on existing TSP structures near Sam Switch Station as those structures have an available position for a second circuit. The TSP reserves the right to move the new circuit connecting to the GIF onto new transmission structures in the future at TSP's sole discretion.

8.1.2 Station Electrical:

- (2)- 345 kV, 5000 A, 63kA Gas Circuit Breaker (GCB)
- (4)- 345 kV, Motor Operated GCB Isolation Switches
- (2)- 345 kV, Motor Operated Grounding Switches
- (3)- 345 kV, Surge Arresters
- (3)- 345 kV, Current Coupling Voltage Transformers
- (3)- 345 kV, Combination Metering Units
- (1)- 345 kV, Two Bay Dad-End
- (1) - 345 kV, Point of Interconnect Pole
- (1 Lot)- Conduit and Grounding
- (1 Lot)- Fiber Optic Cable and Line Conductor
- (1 Lot)- Shielding Modifications
- (1 Lot)- Aluminum Bus, Stranded Jumpers, and Connectors

8.1.3 Station Civil & Structural:

- (1 Lot)- Site Work/Water Diversion
- (1 Lot)- Ground Grid
- (1 Lot)- Lot Final Surfacing (Crushed Limestone)
- (1 Lot)- Structural Steel
 - A-frames
 - Bus supports
 - Equipment supports
 - Static Masts
- (1 Lot)- Foundations

8.1.4 Relay & Control:

The new TSP station control house will have room to install the additional metering and relaying panels, and any other equipment as needed:

- ERCOT Polled Settlement Metering Panel
 - Primary ERCOT Polled Settlement Meter
 - Backup ERCOT Polled Settlement Meter
- (1 Lot)- Relays & Panels, Load Centers and Batteries
- (1 Lot)- Control Cable Installation and Termination

8.1.5 Line protection transfer trip requirements and control system requirements are as follows:

- Line Protection Requirements at TSP's station:
 - 345 kV Transmission Lines
 - Compatible (SEL421) Line Distance protection
 - Compatible (SEL311L) Line Current Differential protection
 - Compatible Pulsar ULPC
 - Compatible Multifunction Recorder (DFR- APP)
 - Customer 345 kV Generator Tie Lines

- Compatible (SEL 411L) Primary Line Current Differential Protection
 - Compatible (SEL 311L) Backup Line Current Differential Protection
 - Compatible (SEL451) breaker failure protection with direct transfer trip via fiber optic communications to trip Customer 345 kV breaker
 - In the case where both line terminal breakers are open, an anti-islanding transfer trip via fiber optic communications to trip Customer breaker(s) or Generator Step Up 345 kV breaker (should open at the synchronizing breaker)
 - No automatic reclosing; use dead line, hot bus permissive controls for closing line breakers
- Line Protection Requirements at Customer Facilities:
 - Customer 345 kV breaker failure protection to send direct transfer trip via fiber optic communications to trip TSP's news station 345 kV breakers

9 Communications Facilities:

- 9.1 Generator shall, in accordance with ERCOT Requirements and Good Utility Practice, provide communications facilities that are, or may in the future be, necessary for effective interconnected operation of the Generator's Plant with the transmission system.
- 9.2 TSP will bear the costs of its communications facilities at the new TSP station.

10 System Protection Equipment:

Protection of each Party's system shall meet the following TSP requirements in addition to ERCOT Requirements. If there is a conflict between the TSP requirements below and ERCOT Requirements, the ERCOT Requirements shall prevail.

- 10.1 Generator and TSP shall design, install, operate, maintain and test system protection equipment consistent with the applicable criteria as described in the ERCOT Requirements and any applicable requirements of Governmental Authorities, including NERC Reliability Standards. Generator shall, at its expense, provide modifications or additions to its control and protective equipment required to comply with changes in ERCOT Requirements or requirements of Governmental Authorities, including NERC Reliability Standards.

- 10.2 Generator, using Good Utility Practice, shall install sufficient digital fault recording equipment to thoroughly analyze all system disturbances occurring on the Plant and GIF to thoroughly analyze the Plant and GIF performance during system disturbances on the ERCOT system. This equipment shall monitor the voltages at major nodes, current at major branches, breaker and switch positions, and dc logic in the relay control scheme.
- 10.3 TSP assumes no responsibility for the protection of the Plant and GIF for any or all operating conditions. Generator is solely responsible for protecting its equipment in such a manner that faults, Sub-Synchronous Oscillations (“SSO”), or other disturbances on the TSP System or other interconnected system do no cause damage to the Plant and GIF.
- 10.4 It is the sole responsibility of the Generator to protect its Plant and GIF from excessive negative sequence currents.
- 10.5 The GIF shall be designed to isolate any fault, or to disconnect from or isolate any abnormality that would negatively affect the TSP’s system. The Generator shall be responsible for protection of its facilities. TSP reserves the right to isolate the Plant and GIF consistent with ERCOT Requirements and NERC Reliability Standards for any of the following reasons:
- The Plant or GIF, upon TSP’s determination, cause objectionable interference with other customers’ service or with the secure operation of the TSP System.
 - The Plant output as determined by TSP exceeds the operating boundaries outlined above.
 - Generator’s control and protective equipment causes or contributes to a hazardous condition. TSP reserves the right to verify all protective equipment including, but not limited to including relays, circuit breakers, at the inter-tie location. Verification by TSP may include the tripping of the tiebreaker by the protective relays.
 - In TSP’s opinion, continued parallel operation is hazardous to Generator, the TSP System or to the general public.
 - To provide TSP or TSP personnel the clearances for dead line or live line maintenance.

TSP shall notify Generator before disconnection, except for an emergency situation requiring immediate action. TSP will attempt to notify Generator before upon disconnection, but notification may not be possible in emergency situations that require immediate action.

- 10.6 Prior to In-Service Date, Generator shall specify whether automatic reclosing should be applied to the Generator’s transmission facilities in the GIF. Automatic reclosing is normally applied to transmission circuits. When TSP’s source breakers trip and isolate the Plant and GIF, Generator

shall ensure the Plant and GIF are disconnected from the TSP circuit prior to automatic reclosure by TSP. Automatic reclosing out-of-phase with the Plant may cause damage to Generator's equipment. Generator is solely responsible for the protection of his equipment from automatic reclosing by TSP.

10.7 TSP shall specify system protection and control schemes for the Point of Interconnection. Generator shall have the right to review and comment on such schemes and TSP shall consider Generator's comments when determining such schemes. Generator will install and maintain System Protection Equipment that is compatible with TSP's System Protection Equipment. TSP will work with the Generator to coordinate the establishment of the relay settings for System Protection Equipment owned by both Generator and TSP associated with the Point of Interconnection.

10.8 Documentation of all protective device settings shall be provided to TSP. The setting documentation shall also include relay type, model/catalog number, and setting range. If automatic transfer schemes or unique or special protective schemes are used, a description of their operation should be included. TSP must review and approve the settings of all protective devices and automatic control equipment which: i) serve to protect the TSP System from hazardous currents and voltages originating from the Plant; or ii) must coordinate with System Protection Equipment or control equipment located on the TSP System.

11 Inputs to Telemetry Equipment:

11.1 Generator shall comply with ERCOT Requirements for telemetry and will coordinate with TSP for additional points if telemetry is deemed necessary by TSP.

12 Supplemental Terms and Conditions:

12.1 Additional Studies – If it is necessary for TSP to perform any additional generation interconnection studies associated with the Plant in accordance with ERCOT Requirements, the Parties will enter an agreement, in form and substance reasonably acceptable to the Parties, to perform those studies and Generator shall pay TSP for the studies pursuant to that agreement.

12.2 Switching Procedures – Each Party will adopt formal switching procedures that govern safety related issues concerning the operation of its switches connected to these Points of Interconnection and will provide a copy of those procedures to the other Party prior to In-Service Date. Each Party will agree to comply with the aforementioned switching procedures of the other Party applicable to the Point of Interconnection and will notify the other Party in writing of any changes to its procedures relating to the Point of Interconnection.

- 12.3 Facility Connection Requirements – Generator will construct its facilities in accordance with the version of LST-FAC-001-PRO-Facility_Connection_Requirements that is in effect at the time the Generator gives its notice to proceed with design and procurement, as referenced in Exhibit “B”.
- 12.4 Generator shall submit drawings of the GIF to TSP for review. TSP will review only those portions of the drawings that affect the TSP System. Any changes required by TSP shall be made prior to final issue of drawings and TSP shall be provided with final copies of the revised drawings. TSP will review only those portions of the drawings which apply to protection, metering and monitoring of the TSP System. To aid Generator, TSP may make suggestions on other areas. TSP’s review of Generator’s drawings shall not be construed as confirming or endorsing the design or as any warranty of safety, durability, or reliability of the facility or equipment. Generator shall provide copies of the following:
- one-line and three-line diagrams indicating the following:
 - equipment names and/or numerical designations for all circuit breakers, contactors, air switches, transformers, generators, etc., associated with the generation as required by TSP to facilitate switching
 - power transformers – nameplate or designation, nominal kVA, nominal primary, secondary, tertiary voltages, vector diagram showing winding connections, tap setting and transformer impedances (transformer test report showing the positive sequence, zero sequence, test voltages and MVA base for each winding)
 - station service transformers – phase(s) connected and estimated kVA load
 - instrument transformers – voltage and current, phase connections
 - surge arresters/gas tubes/metal oxide varistors/avalanche diode/spill gaps/surge capacitors, etc. – type and ratings
 - capacitor banks – kVAR rating and reactive (static and dynamic) device operation capability
 - reactive device capability (required for wind generation only) – kVAR rating and reactive device operation capability for static and dynamic devices for each generation collection feeder
 - disconnect switches – status if normally open (N.O.), manual or motor operated including switch voltage, continuous and interrupting ratings
 - circuit breakers and/or contactors – interrupting rating, continuous rating, operating times
 - generator(s) – nameplate, test report, type, connection, kVA, voltage, current, rpm, power factor, impedances, time constants, etc.
 - Point of Interconnection and phase identification
 - fuses – manufacturer, type, size, speed, and location

- transmission structure geometry (phase-to-phase, phase-to-ground, and shield-to-phase), phase conductor data, shield wire data, transmission line ratings, positive and zero sequence impedances and mileage
- potential and current drawings associated with the protection and control schemes for the Plant and GIF and control drawings of the Plant and interconnection circuit breaker indicating the following:
 - terminal designation of all devices – relay coils and contacts, switches, transducers, etc.
 - relay functional designation – per latest ANSI Standard where the same functional designation shall be used on all drawings showing the relay
 - complete relay type (such as CV-2, SEL321-1, REL-301, IJS51A, etc.)
 - switch contact as referenced to the switch development if development is shown on a separate drawing
 - switch developments and escutcheons where the majority of contacts are used. Where contacts of a switch are used on a separate drawing, that drawing should be referenced adjacent to the contacts in the switch development. Any contacts not used should be referenced as spare.
 - all switch contacts shown open with each labeled to indicate the positions in which the contact will be closed with explanatory notes defining switch coordination and adjustment where misadjustment could result in equipment failure or safety hazard
 - auxiliary relay contacts as referenced to the coil location drawing if coil is shown on a separate drawing where all contacts of auxiliary relays should be shown and the appropriate device auxiliary switches (circuit breakers, contactor) as referenced to the drawing where they are used.
 - any interlocks – electromechanical, key, etc., associated with the generation or interconnection station
 - ranges of all timers and setting if dictated by control logic
 - all target ratings; on dual ratings note the appropriate target tap setting
 - complete internal for electromechanical protective relays where microprocessor type relays may be shown as a “black box”, with manufacturer’s instruction book number referenced and terminal connections shown
 - isolation points (states links, PK-2 and FT-1 blocks), etc. including terminal identification
 - all circuit elements and components, with device designation, rating and setting where applicable and where coil voltage is shown only if different from nominal control voltage
 - size, type, rating and designation of all fuses
 - phase sequence designation as ABC or CBA

- potential transformers – nameplate ratio, polarity marks, rating, primary and secondary connections
 - current transformers (including auxiliary CT's) – polarity marks, rating, tap ratio and connection
- 12.5 Generator may not commence parallel operation of the Plant until consent has been given by TSP. TSP reserves the right to inspect the GIF and witness testing of any equipment or devices associated with the Point of Interconnection.
- 12.6 The Plant and GIF shall not cause objectionable interference with the electric service provided to other customers of TSP nor jeopardize the security of the ERCOT power system. In order to minimize objectionable interference of the Plant and GIF, the Plant and GIF shall meet the following criteria as described in TSP's LST-FAC-001-PRO-Facility_Connection_Requirements for the below:
- Voltage,
 - Flicker,
 - Frequency,
 - Harmonics, telephone interference, carrier interference,
 - Fault and line clearing,
 - Excitation system and Automatic Voltage Regulation, and
 - Governor system.
- 12.7 The dynamic MVAR capability at the current MW generation amount shall be provided in real time. If this dynamic MVAR capability is not available in real time, a dynamic capability curve plotted as a function of MW output shall be provided. The shunt static reactive available, but not in service, shall be provided in sufficient detail to determine the amount of dynamic and static reactive reserve available.
- 12.8 Generator shall provide Voltage Support Service and Reactive Power Requirements as required by ERCOT Nodal Protocols Section 3.15.
- 12.9 Certain generators are susceptible to SSO when interconnected within electrical proximity of series capacitor banks on the transmission system. Prior to the In-Service Date, the Generator will provide complete and accurate studies which analyze the potential of SSO and will coordinate with TSP and ERCOT regarding the scope of such studies. Generator is responsible for mitigation to protect itself from SSO risks. TSP will work with Generator and their selected turbine-generator or inverter manufacturer on any system data required for such studies.
- 12.10 TSP considers the energy and power that the Plant and GIF may from time to time consume from the transmission grid through the Point of Interconnection to be a retail transaction and as such, TSP does not intend

to be the provider of this retail service. Generator shall make necessary arrangements with the appropriate retail supplier for the energy and power that the Plant and GIF may consume from the transmission grid through the Point of Interconnection.

- 12.11 Generator shall notify TSP in writing as to which initial ERCOT Qualified Scheduling Entity the Plant will be scheduling through and any changes made thereafter.
- 12.12 Upon written request from TSP, Generator shall supply notification to TSP identifying their retail service provider.
- 12.13 Generator shall use commercially reasonable efforts to change the GIF as may be reasonably required by TSP to meet future changes in the TSP System. Generator shall be given reasonable notice by TSP prior to the date that any such required change in the GIF must be made.
- 12.14 Each Party will comply with NERC Reliability Standards applicable to its facilities identified in this Exhibit "C". Each Party shall provide to the other Party all information related to its interconnection facilities that may reasonably be required by the other Party to comply with NERC Reliability Standards applicable to its interconnection facilities, if any. "NERC Reliability Standards" means the mandatory electric reliability standards established and enforced by the North American Electric Reliability Corporation or its successor electric reliability organization.
- 12.15 Encroachment – Generator must submit a written request to TSP (using a form of request acceptable to TSP) and obtain prior written authorization from TSP prior to conducting any activities within any portion of TSP's transmission line right of way and/or station property. Such Generator activities shall include, but are not limited to: i) constructing transmission lines, communication facilities, roads, water lines, sewer lines, gas pipelines, or any other facilities; ii) storing any equipment or materials; or iii) changing the grade, elevation, or contour of the land, for such encroachment prior to Generator installing such facilities or conducting such activities. TSP RESERVES THE RIGHT TO DELAY THE ENERGIZATION FOR THE POINT OF INTERCONNECTION UNTIL GENERATOR OBTAINS ALL REQUIRED WRITTEN AUTHORIZATIONS FROM TSP FOR SUCH ENCROACHMENTS, IF ANY. The Generator will be responsible for the cost of all modifications necessary on property or facilities owned by TSP that are affected by such encroachment. The provision of overall site plans by Generator shall not relieve Generator from the obligation to submit all encroachment requests in accordance with this subsection.

13 Special Operating Conditions, if any, attached:

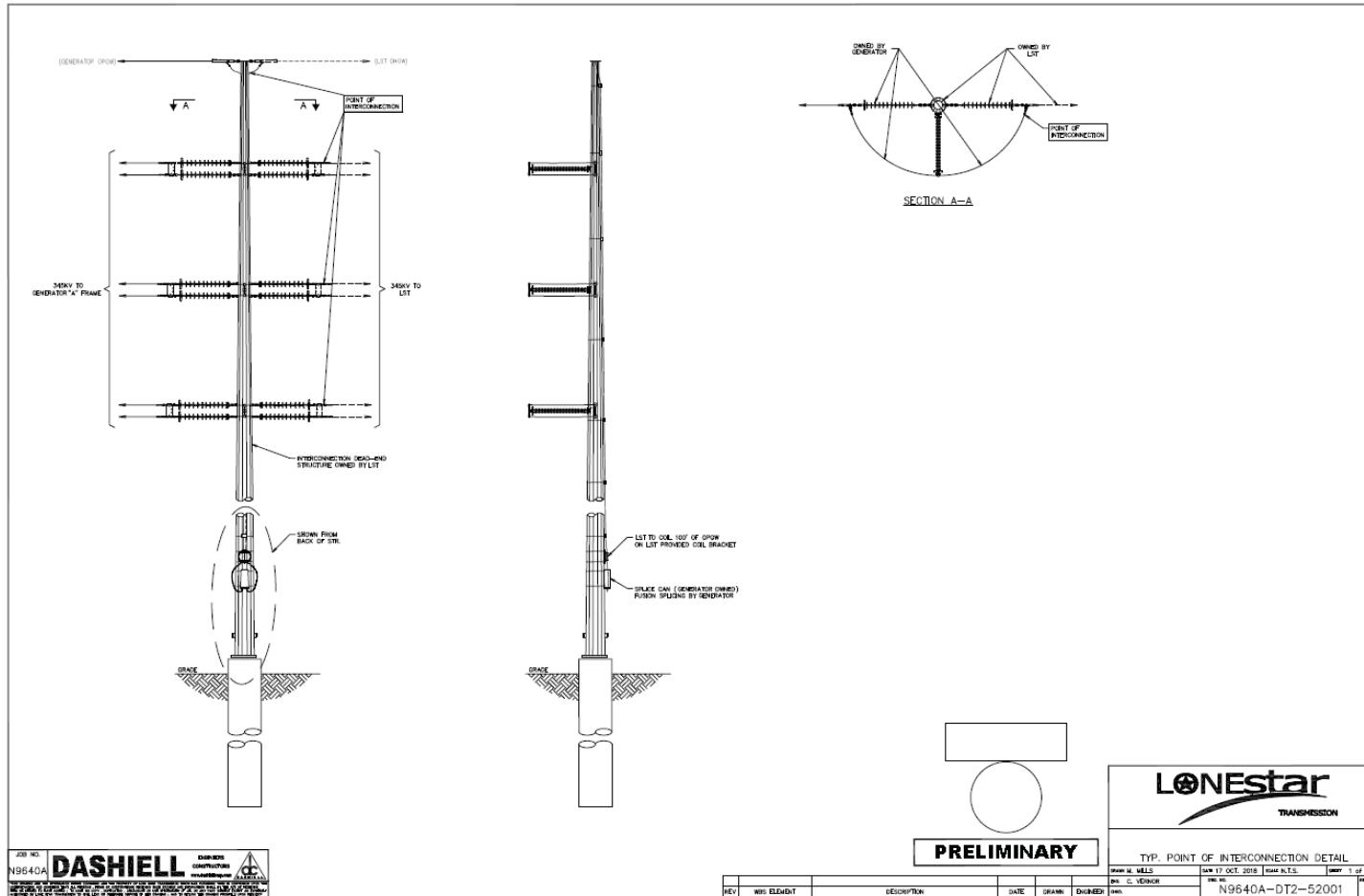
- 13.1 If Generator's main power transformer(s) is equipped with a no-load tap changer, in accordance with ERCOT Requirements, Generator will work with TSP to select the tap position on the no-load tap changer of the Generator's main power transformer(s). Generator will initiate contact with TSP to select such tap position no later than the date specified in Exhibit B. notwithstanding TSP's obligations in the remainder of this Agreement, TSP shall have no obligation to establish an electrical interconnection with the GIF until Generator and TSP have selected the tap position.

Generator shall design, construct, operate and maintain GIF with accordance with all applicable ERCOT Requirements and NERC Reliability Standards.

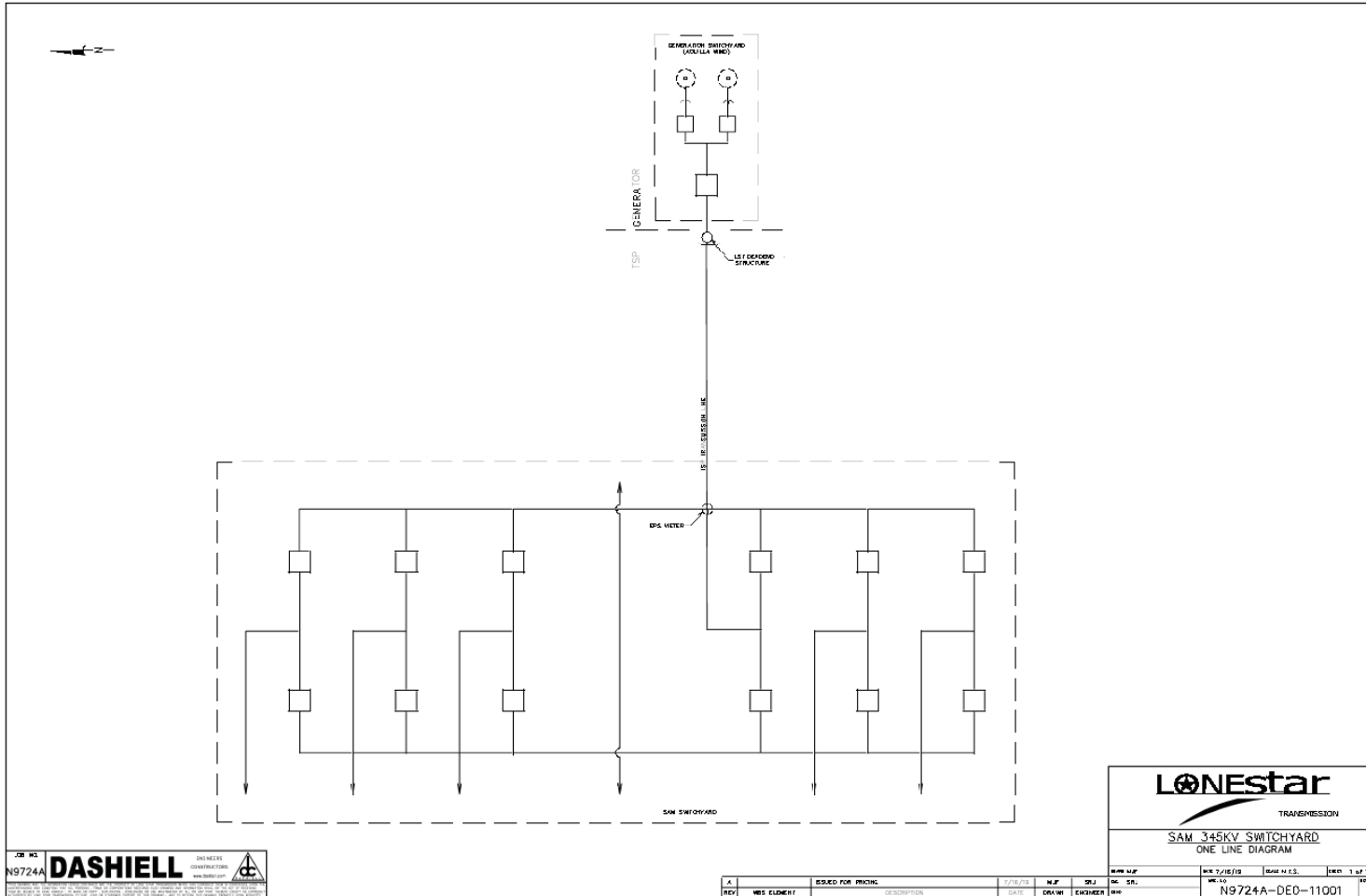
For thermal powered generation, Generator will provide TSP at least thirty (30) minutes' prior notice before coming on-line or off-line so TSP can adjust reactive resources.

The difference between the estimated cost of the TIF under 4.1.A (N/A) and the estimated cost of the TIF under 4.1.B (N/A) is: N/A, if applicable.

Attachment C-1 Conceptual Drawing of Point of Interconnection



Attachment C-2 Conceptual One-Line Drawing

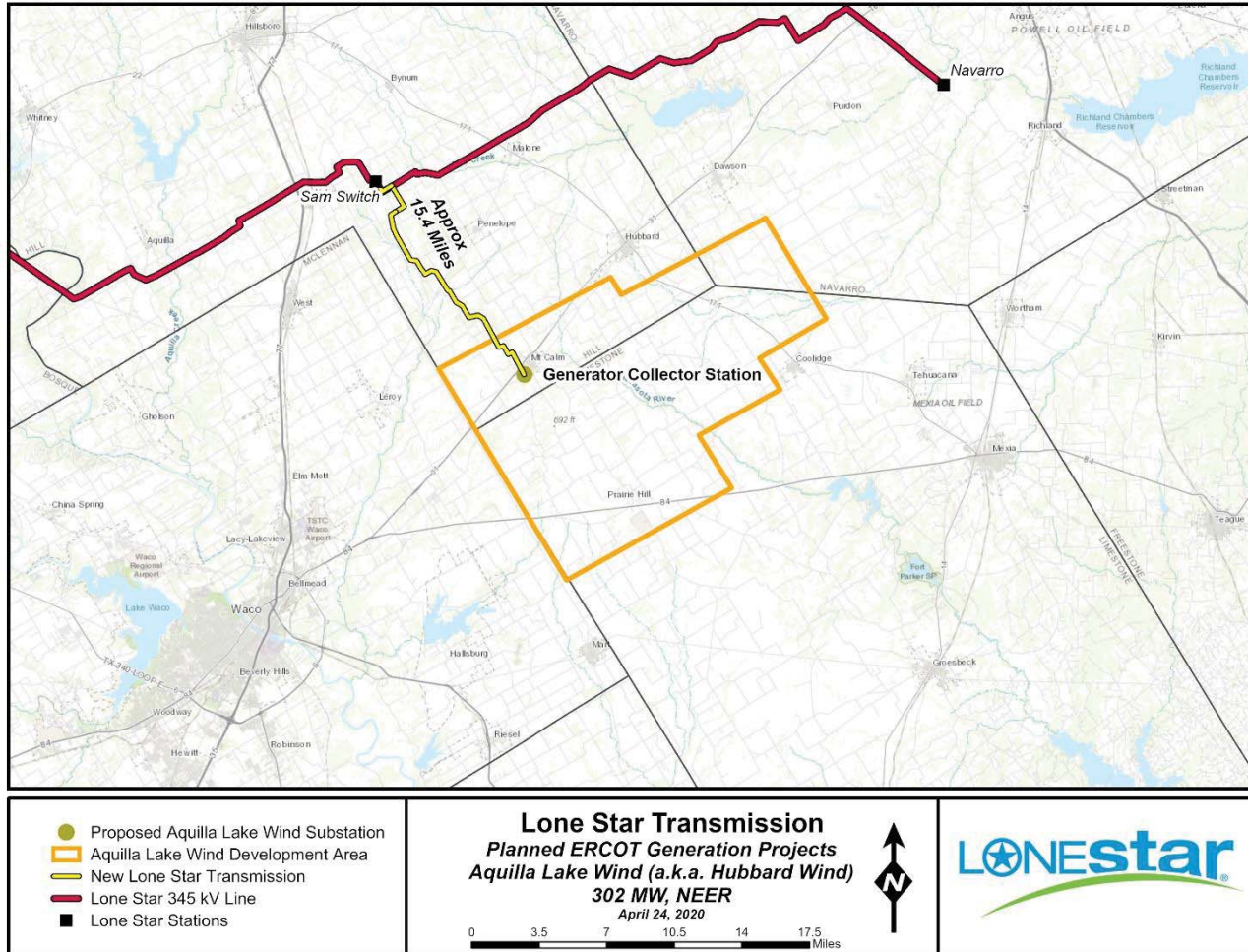


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 CONSTRUCTION
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REV	DATE	DESCRIPTION	BY	CHKD	APP'D	DATE	SCALE	NO. OF SHEETS	SHEET NO.
1	7/26/13	ISSUED FOR PRICING	NBS	EL				1	1
2	7/26/13		NBS	EL				1	1

LONESTAR
 TRANSMISSION
SAM 345KV SWITCHYARD
 ONE LINE DIAGRAM
 N9724A-DE0-11001

Attachment C-3 Project Overview Map



DATE: 6/30/2020

Exhibit “D”
Notice and EFT Information of the ERCOT Standard Generation Interconnection Agreement

(a) All notices of an operational nature shall be in writing and/or may be sent between the Parties via electronic means including facsimile as follows:	
If to Generator: Company Name: Hubbard Wind, LLC Attn: Business Management, South Region Address: 700 Universe Blvd., Juno Beach, FL 33408 24 Hour Telephone: 561-304-5829 Email: DL-NEXTERA-SOUTH-REGION@fpl.com	If to Transmission Service Provider: Company Name: Lone Star Transmission, LLC Attn: David Turner, Director of Operations Address: 5920 W. William Cannon Dr., Bldg. 2, Austin, TX 78749 24 Hour Telephone: (512) 949-2600 Operational/Confirmation Fax: (512) 949-2626 Email: David.Turner@lonestar-transmission.com
(b) Notices of an administrative nature:	
If to Generator: Company Name: Hubbard Wind, LLC Attn: Business Management, South Region Address: 700 Universe Blvd., Juno Beach, FL 33408 24 Hour Telephone: 561-304-5829 Email: DL-NEXTERA-SOUTH-REGION@fpl.com	If to Transmission Service Provider: Company Name: Lone Star Transmission, LLC Attn: Amir Memic, Director of Development Address: 5920 W. William Cannon Dr., Bldg. 2, Austin, TX 78749 24 Hour Telephone: (512) 236-3138 Operational/Confirmation Fax: (512) 949-2626 Email: Amir.Memic@lonestar-transmission.com
(c) Notice for statement and billing purposes:	
If to Generator: Company Name: Hubbard Wind, LLC Attn: Address: 700 Universe Blvd., Juno Beach, FL 33408 24 Hour Telephone: 561-304-5829 Email: DL-NEXTERA-SOUTH-REGION@fpl.com	If to Transmission Service Provider: Company Name: Lone Star Transmission, LLC c/o NextEra Energy Transmission, LLC Address: 700 Universe Blvd. (UST/JB), Juno Beach, FL 33408 Email: customerservice@lonestar-transmission.com
(d) Information concerning electronic funds transfers:	

<p>If to Generator:</p> <p><u>ACH Instructions</u></p> <p>Bank Name: Bank of America Global Finance City, State: Dallas, TX ABA No.: 111-000-012 Swift: BOFAUS3N For credit to: Hubbard Wind, LLC Account No.: 4451335757</p> <p><u>Wire Instructions</u></p> <p>Bank Name: Bank of America City, State: New York, NY ABA No.: 026-009-593 Swift: BOFAUS3N For credit to: Hubbard Wind, LLC Account No.: 4451335757</p>	<p>If to Transmission Service Provider:</p> <p><u>ACH Instructions</u></p> <p>Bank Name: Bank of America Global Finance City, State: Dallas, TX ABA No: 111-000-012 Swift: BOFAUS3N For credit to: Lone Star Transmission, LLC Account No.: 4426849087</p> <p><u>Wire Instructions</u></p> <p>Bank Name: Bank of America City, State: New York, NY ABA No.: 0260-0959-3 Swift: BOFAUS3N For credit to: Lone Star Transmission, LLC Account No.: 4426849087</p>
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Exhibit “E”
Security Arrangement Details

On or before the date that Generator issues the written Notice to Proceed, Generator shall cause to be established (the date of such establishment shall be the “Security Effective Date”), and shall at all times through the earlier of (i) five (5) business days after the date upon which TSP receives written notification from Generator that Commercial Operation has been achieved or (ii) ninety (90) days after the termination of the Agreement in accordance with its terms (the earlier of which shall be the “Final Expiration Date”), cause to be maintained in full force and effect an “Irrevocable Standby Letter of Credit,” corporate guaranty, or other form of collateral security (“Security”) for the benefit of TSP in a commercially acceptable form consistent with this Exhibit E and otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld, in the amounts set forth in Table 1 below:

Letter of Credit Milestones	Dollars	Date Due
Milestone I: Partial Security	\$ 8,565,816	Upon E&P Execution
Milestone II: Full Security	\$ 13,834,184	Upon IA Execution
Total	\$ 22,400,000	Upon IA Execution

Depending on the creditworthiness of the proposed guarantor, a corporate guaranty may or may not be acceptable Security. TSP requires that the guarantor providing any corporate guaranty shall maintain a senior unsecured credit rating of BBB- or the equivalent by Standard & Poor’s, Moody’s Investor Service, or Fitch Ratings, Inc. If Generator chooses to provide a corporate guaranty, it shall provide any financial reports requested by TSP upon execution of this Agreement and agrees to provide financial information concerning the guarantor as may be requested from time to time by TSP. If the creditworthiness of the proposed guarantor is acceptable to TSP, the corporate guaranty shall be in a form acceptable to TSP. If rated by one or more rating agencies and the ratings are split, the lowest rating should be the applicable standard.

“Irrevocable Standby Letter of Credit” shall mean an irrevocable, transferable letter of credit, issued by a Generator-selected and TSP-approved (which approval shall not be unreasonably withheld), major U.S. commercial bank, or a U.S. branch office of a major foreign commercial bank, with a credit rating of at least “A-” by Standard & Poor’s or “A3” by Moody’s Investor Services (“Bank”). The Irrevocable Standby Letter of Credit shall be transferable, more than one time, in whole but not in part, in favor of any party whom TSP certifies has succeeded to TSP’s right, title, and interest in and to this Agreement. Should TSP transfer such Irrevocable Standby Letter of Credit as stated above, Generator shall reimburse TSP for any costs it incurs from the Bank associated with such transfers.

If, at any time during the Term of this Agreement, the Bank suffers a credit rating reduction to less than “A-” by Standard & Poor’s or “A3” by Moody’s Investor Service, Generator shall replace that Irrevocable Standby Letter of Credit with another Irrevocable Standby Letter of Credit of the same amount and with the same beneficiary from another TSP-approved bank of Generator’s choice within fifteen (15) business days of the date of such event. In the event of a failure to

provide a substitute Irrevocable Standby Letter of Credit within the time period specified above, TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

The Irrevocable Standby Letter of Credit may consist of one or more consecutive terms (each, a “Term”), the first of which shall be effective on or before the Security Effective Date and the last of which shall expire no earlier than the Final Expiration Date; provided, that, the Irrevocable Standby Letter of Credit shall automatically renew from Term to Term without amendment such that there shall be no interruption of surety provided by the Irrevocable Standby Letter of Credit from the Security Effective Date through the Final Expiration Date.

To the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Bank shall give notice to TSP and Generator in writing by certified mail, return receipt requested, or via a courier service, of the exercise of its right not to renew the Irrevocable Standby Letter of Credit for a successive term (an “Expiring Term”) not less than ninety (90) days prior to the expiration date of any Expiring Term. Generator hereby agrees that in the event that the Bank gives such notice and Generator does not provide TSP with a substitute Irrevocable Standby Letter of Credit in substantially the same form as the expiring Irrevocable Standby Letter of Credit at least forty-five (45) days prior to the expiration date of any Expiring Term, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. In the event of a failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above, TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

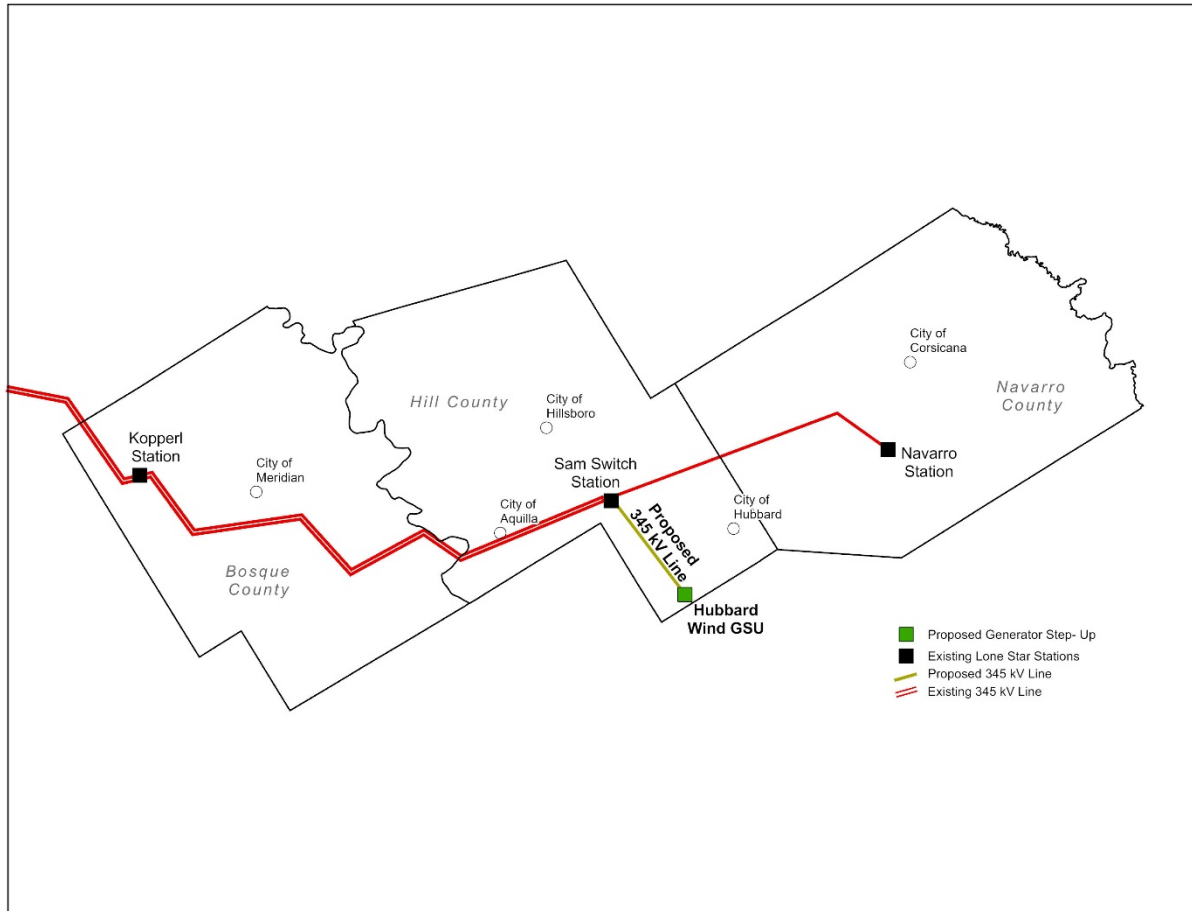
In the event that an Irrevocable Standby Letter of Credit is set to expire on a date prior to the Final Expiration Date and Generator has not provided to TSP a substitute Irrevocable Standby Letter of Credit at least forty-five (45) days in advance of such expiration, TSP shall have the right to retain as security the full amount (as specified in the Irrevocable Standby Letter of Credit) of the expiring Irrevocable Standby Letter of Credit. The substitute Irrevocable Standby Letter of Credit shall meet the requirements of this Exhibit E and be otherwise acceptable to TSP and Generator, which acceptance shall not be unreasonably withheld. In the event of a failure to provide a substitute Irrevocable Standby Letter of Credit within the time period specified above, TSP may draw upon the Irrevocable Standby Letter of Credit to secure a cash deposit as security under this Agreement.

Except to the extent that the Bank has the unilateral right not to renew the Irrevocable Standby Letter of Credit for a successive Term, the Irrevocable Standby Letter of Credit to be issued in connection herewith shall have no provision for termination by the Bank or Generator.

Per Exhibit “A” Section 8.3, TSP shall release the portion of the Security, and any renewed Security thereafter, for the TIF within five (5) business days after TSP has received notice from the Generator that the Plant has achieved Commercial Operation, and TSP has verified the same. Within five (5) business days after the Final Expiration Date, TSP shall (i) mark the Irrevocable Standby Letter of Credit, if any, then held by TSP as “CANCELLED” and shall return the

cancelled Irrevocable Standby Letter of Credit to the Bank with instructions to cancel the Irrevocable Standby Letter of Credit, and shall send to Generator a copy of such cancelled Irrevocable Standby Letter of Credit and instructions for cancellation, and (ii) return all cash deposit(s), if any, then held by TSP to Generator.

**Schematic of Lone Star Transmission, LLC System
In the Proximate Area of the Proposed Project**



Tract ID	Landowner Name
1	LONE STAR TRANSMISSION LLC
2-1, 2-2, 2-3	KALLUS DAVID W
3	MAREK LARRY T & WILLIAM C MAREK
4-1, 4-2	COCEK MARY ANN
5-1, 5-2	BLANCHARD SHIRLEY A
6-1, 6-2	MILLER PERRY & LORI A
7	GRARD CHARLES
8	BESEDA JOSEPH D
9	KIERAN TYLER & SIMEON
10	I-KNAPEK CYNTHIA B
11	2-KNAPEK LARRY J
12-1, 12-2	A YERS JEANETTE & JANEK SUSAN
13-1, 13-2, 13-3	SINKULE THOMAS PATRICK
14-1, 14-2	1-PITT KATHARINE RISHIER (C)
15	2-BIROME LAND CO LLC (C)
16	NEW TON V & PRESTON E FAM TRUST
17-1, 17-2, 17-3	SPARKMAN DORA JANE
18-1, 18-2	TRUSSELL MARVIN J
19	JANEK CLARENCE S
20	ACERTON WILLIAM D & MERCEDES F
21-1, 21-2	LILLARD FREDERICKS
22	BAILEY MARVIN J
23	KLANIKA CHRISTINA MICHELLE
24-1, 24-2, 24-3	HAWTHORNE GENE M
25	LINEX BRENDA JOY
26	CORNELIUS L M
27-1, 27-2	GARCIA LORIL
	ENTROP ELMER
	WILEY HUGH A

- Project Features**
- Project Endpoint
 - Consensus Route Using Cadent Position
 - Consensus Route
 - Study Area

- Existing Utility Features**
- 138 kV Transmission Line
 - 345 kV Transmission Line

- Land Use Features**
- Habitable Structure

- Administrative Boundaries**
- Parcel Boundary
 - Grouped Parcel Boundary
 - City Boundary
 - County Boundary

- Transportation Features**
- Abandoned Railroad
 - State Highway
 - FM Road
 - County/Local Road

Notes:
1. Some data layer including property boundaries, pipelines, wetlands, and other data were obtained from third party sources and are not guaranteed to be accurate. These data have not been verified and should be used for general guide purposes only.
2. This map provides a depiction of the approximate location of the proposed transmission line and the affected landowners. The actual location of the transmission line and the affected landowners may vary from the information shown on this map. The information shown on this map is for informational purposes only and should not be used for any other purpose.
3. The information shown on this map is based on the best available information and is subject to change without notice. The information shown on this map is not intended to constitute an offer of any financial product or service.
4. The information shown on this map is not intended to constitute an offer of any financial product or service.
5. The information shown on this map is not intended to constitute an offer of any financial product or service.

Project Location

1:25,000

0 0.25 0.5 Miles

1 inch = 0.25 miles

LENSTAR POWER ENGINEERS
Date: 7/20/2020



Landowner Names, Property Identification, and Map Locations
Cross-Reference Table

Map ID(s)	Habitable Structures	Landowner Name	Address	City	State	Zip
1		Lone Star Transmission, LLC	5920 W. William Cannon Dr., Bldg. 2	Austin	TX	78749
2-1, 2-2, 2-3		Kallus, David W.	461 FM 1242	Abbott	TX	76621-3286
3		Marek, Larry T. & William C. Marek	2428 Norwich Dr.	Carrollton	TX	75006
4-1, 4-2		Cocek, Mary Ann	409 S. Harrison St.	West	TX	76691
5-1, 5-2		Blanchard, Shirley A.	675 HCR 1231	Whitney	TX	76692-2102
6-1, 6-2		Miller, Perry & Lori A.	P.O. Box 115	Abbott	TX	76621-0115
7		Girard, Charles	325 HCR 3230	Abbott	TX	76621
8		Beseda, Joseph D.	355 HCR 3110 S	Penelope	TX	76676-3009
9		Kieran, Tyler & Simeon	257 HCR 3208	Penelope	TX	76676
10		Knapek, Cynthia B.	P.O. Box 448	West	TX	76691
10		Knapek, Larry J.	5470 FM 2114	Penelope	TX	76676-3019
11		Ayers, Jeanette & Susan Janek	2000 FM 339	Mount Calm	TX	76673
12-1, 12-2	1	Sinkule, Thomas Patrick	422 HCR 3238 N	Mount Calm	TX	76673-3189
13-1, 13-2, 13-3		Pitt, Katharine Risher (CJ)	P.O. Box 8942	Waco	TX	76714-8942
13-1, 13-2, 13-3		Birome Land Co. LLC (CJ)	5500 Pointwood Cir.	Waco	TX	76710-1277

**Application of Lone Star Transmission, LLC to Amend
Its Certificate of Convenience and Necessity for the
Proposed Sam Switch to Hubbard Wind 345 kV
Transmission Line in Hill County**

Map ID(s)	Habitable Structures	Landowner Name	Address	City	State	Zip
14-1, 14-2		Newton V & Preston E Fam Trust	C/O Ms. Victoria Newton Bank of America 901 Main St., 16 th Floor Attn: CUSIP 990053571	Dallas	TX	75202
15	2	Sparkman, Dora Jane	2630 FM 339	Mount Calm	TX	76673
16	3	Trussell, Marvin J.	118 HCR 3239	Mount Calm	TX	76673- 3038
17-1, 17-2, 17-3		Janek, Clarence S.	2000 FM 339	Mount Calm	TX	76673- 3117
18-1, 18-2		Agerton, William D. & Mercedes F.	P.O. Box 865	Burleson	TX	76097
19		Lillard, Mrs. Freddie	P.O. Box 174	Mount Calm	TX	76673- 3121
20	4, 5	Bailey, Marvin J.	521 N. Seeley Ave. W	Mount Calm	TX	76673
21-1, 21-2		Klanika, Christina Michelle	176 HCR 3259	Mount Calm	TX	76673- 3174
22		Hawthorne, Gene M.	562 HCR 3258	Mount Calm	TX	76673- 3133
23		Linex, Brenda Joy	106 Oakwood Dr.	Weatherfo rd	TX	76086- 2708
24-1, 24-2, 24-3		Cornelius, L.M.	215 HCR 3258	Mount Calm	TX	76673- 3160
25		Garcia, Lori L.	9939 Fredericksburg Rd., Apt. 201	San Antonio	TX	78240- 4148
26	6	Entrop, Elmer	184 HCR 3276 N	Mount Calm	TX	76673- 3150
27-1, 27-2	7	Wiley, Hugh A.	P.O. Box 128	Mount Calm	TX	76673- 0128

Attachment No. 6

Consent Agreements

LANDOWNER CONSENT

THE STATE OF TEXAS §
 §
COUNTY OF Hill §

I (or we), Marvin James Bailey, hereby acknowledge and confirm that I (or we) own the following property:

All that property located at 1523 FM 339, Mt Calm, Hill County Texas and described in General Warranty Deed (Enhanced Life Estate Deed) recorded in Hill County Open Public Records in Vol. 1947, Pg 508 as Tract One, being 3.453 acres, more or less, out of the Robert S. Patton Survey, A-714 and Tract Two being 4.261 acres, more or less, out of the Robert S. Patton Survey, A-714. *Also, depicted in "Exhibit A."*

I (or we) acknowledge that Lone Star Transmission, LLC ("Lone Star") proposes to file an Application to Amend Its Certificate of Convenience and Necessity ("CCN") with the Public Utility Commission of Texas to construct and operate a 345-kilovolt transmission line that will connect the Hubbard Wind Project to Lone Star's existing 345-kilovolt station in Hill County known as Sam Switch Substation. I (or we) further acknowledge that the 345-kilovolt transmission line facilities, if approved, may be constructed within 500 feet of my home or other habitable structure located on my property, as depicted in the attached sketch labeled "**Exhibit A.**"

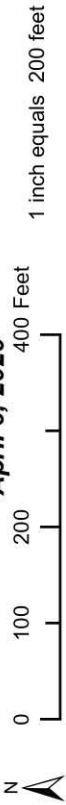
I (or we) hereby give my (or our) written consent to Lone Star's transmission project.


Signature

MARVIN JAMES BAILEY
Print Name



Lone Star Transmission
Proposed Hubbard Wind 345 kV Transmission
Landowner: BAILEY IRENE M
April 6, 2020



- Proposed Hubbard Wind Transmission Line
 - Parcel Boundary
 - Habitable Structure Footprint
- Distances to Proposed 345 kV Transmission**
Approx. Parcel Distance: 39 ft.
Approx. Habitable Structure Distance: 191 ft.



LANDOWNER CONSENT

THE STATE OF TEXAS §
 §
COUNTY OF Hill §

I (or we), Elmer Entrop, hereby acknowledge and confirm that I (or we) own the following property:

BEING all that tract of land in Hill County, Texas, out of the John P. McDonald Survey, Abstract Number 588, and being part of that called 47.582 acres of land described in a deed to Jesus C. Garcia, Jr. and Lori Lynn Garcia, recorded in Volume 1210, Page 378 of the Official Public Records of Hill County, Texas, and further described as follows:

COMMENCING at a pipe found at the South corner of said 47.582 acres;
THENCE North 11 degrees 02 minutes 15 seconds East, 638.58 feet to a ½ inch steel rod for the Point of Beginning;
THENCE North 31 degrees 05 minutes 39 seconds West, 298.71 feet to a ½ inch steel rod set;
THENCE North 58 degrees 54 minutes 21 seconds East, 208.71 feet to a ½ inch steel rod set;
THENCE South 31 degrees 05 minutes 39 seconds East, 208.71 feet to a ½ inch steel rod set;
THENCE South 58 degrees 54 minutes 21 seconds West, 208.71 feet to the Point of Beginning, containing 1.000 acres of land.

TOGETHER WITH an nonexclusive easement for ingress and egress and being described as a 30 foot wide ingress and egress easement across part of the that called 47.582 acres of land described in a deed to Jesus C. Garcia, Jr, and Lori Lynn Garcia, recorded in Volume 1210, Page 378 of the Official Public Records of Hill County, Texas, and being further described as follows:

BEGINNING at a point in the center of HCR 3276, a pipe found in the Northeast line of HCR 3276 bears North 59 degrees 50 minutes 37 seconds East, 18.91 feet for witness;
THENCE North 30 degrees 9 minutes 23 seconds West, 30 feet to a point in the center of HCR 3276. In the Southwest line of said 47.582 acres;
THENCE North 59 degrees 50 minutes 37 seconds East, 665.09 feet to a point;
THENCE North 79 degrees 04 minutes 01 seconds East, 327.30 feet to a point;
THENCE South 52 degrees 20 minutes 16 seconds East, 67.65 feet to a point;

LANDOWNER CONSENT

THENCE South 32 degrees 35 minutes 27 seconds East, 353.45 feet to a point;
THENCE South 58 degrees 54 minutes 21 seconds West, 30.01 feet to a point;
THENCE North 32 degrees 35 minutes 27 seconds West, 347.45 feet to a point;
THENCE North 52 degrees 20 minutes 16 seconds West, 48.88 feet to a point;
THENCE South 79 degrees 04 minutes 01 seconds West, 308.68 feet to a ½ inch steel rod set at an inside corner of said 47.528 acres;
THENCE South 59 degrees 50 minutes 37 seconds West, 660.01 feet to the Point of Beginning, containing 0.957 acres of land.
Bearings based on Grid North, State Plane Coordinate System, NAD 83, Texas North Central Zone.

AND, also as depicted in "Exhibit A."

I (or we) acknowledge that Lone Star Transmission, LLC ("Lone Star") proposes to file an Application to Amend Its Certificate of Convenience and Necessity ("CCN") with the Public Utility Commission of Texas to construct and operate a 345-kilovolt transmission line that will connect the Hubbard Wind Project to Lone Star's existing 345-kilovolt station in Hill County known as Sam Switch Substation. I (or we) further acknowledge that the 345-kilovolt transmission line facilities, if approved, may be constructed within 500 feet of my home or other habitable structure located on my property, as depicted in the attached sketch labeled "Exhibit A."

I (or we) hereby give my (or our) written consent to Lone Star's transmission project.

Elmer A. Entrop
Signature

ELMER A. ENTROP
Print Name

Signature

Print Name



Lone Star Transmission
Proposed Hubbard Wind 345 kV Transmission
Landowner: ENTROP ELMER
April 6, 2020
1 inch equals 200 feet
0 100 200 400 Feet

Proposed Hubbard Wind Transmission Line
Parcel Boundary
Habitable Structure Footprint
Distances to Proposed 345 kV Transmission
Approx. Parcel Distance: 109 ft.
Approx. Habitable Structure Distance: 349 ft.



July 24, 2020

<Landowner Name>

<Address>

<City, State, Zip>

RE: PUC Docket No. 51016; *Application of Lone Star Transmission, LLC to Amend Its Certificate of Convenience and Necessity for the Proposed Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County*

Dear [Landowner]:

Lone Star Transmission, LLC (Lone Star) gives notice of its intent to amend its Certificate of Convenience and Necessity (CCN) to construct a proposed 345 kV single-circuit transmission line in Hill County, Texas. Lone Star has filed its application to amend its CCN with the Public Utility Commission of Texas (Commission or PUC) in Docket No. 51016 – *Application of Lone Star Transmission, LLC to Amend Its Certificate of Convenience and Necessity for the Proposed Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County*.

Lone Star is filing a single routing option (Consensus Route) for this project. The new transmission line will be constructed between Lone Star’s Sam Switch Station, which is located along Hill County Road 3165, and the Hubbard Wind Energy Center Collector Station to be located just west of Mount Calm along State Highway 31. The proposed Consensus Route is approximately 15.3 miles in length. All necessary rights of way for the Consensus Route have been obtained. The estimated cost of the transmission line is approximately \$20.0 million with approximately \$2.4 million additional in substation costs. The project will be constructed using primarily concrete and steel monopole structures.

Your land may be directly affected in this docket. If Lone Star’s route is approved by the PUC, Lone Star will have the right to build a facility that may directly affect your land. The PUC docket will not determine the value of your land or the value of an easement if one is needed by the applicant to build the facility. If you have questions about the transmission line, you may contact Kelly Wells at (512) 236-3151 (office) or (512) 810-5561 (mobile).

A map illustrating Lone Star’s Consensus Route is enclosed for your review. Also enclosed is a written description of the Consensus Route that has been filed with the Commission in the Lone Star CCN application. A more detailed routing map may be downloaded from Lone Star’s website at <http://www.lonestartransmission.com/sam-switch-to-hubbard-wind.html>.

All routes and route segments included in this notice are available for selection and approval by the Public Utility Commission of Texas. Additionally, the PUC may modify any proposed route or segment into different configurations than those proposed.

The enclosed brochure entitled “Landowners and Transmission Line Cases at the PUC” provides basic information about how you may participate in this docket, and how you may contact the

Lone Star Transmission, LLC

5920 West William Cannon Drive, Building 2, Austin, Texas 78749

Addressee First Name, Last Name

Month Day, Year

Page 2

PUC. Please read this brochure carefully. The brochure includes sample forms for making comments and for making a request to intervene as a party in this docket. The PUC's brochure emphasizes: *The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene in the docket. It is important for an affected person to intervene because Lone Star is not obligated to keep affected persons informed of the PUC's proceedings and cannot predict which route may or may not be approved by the PUC.*

In addition to the contacts listed in the brochure, you may call the PUC's Customer Assistance Hotline at (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the PUC's Customer Assistance Hotline at (512) 936-7136 or toll free at (800) 735-2989. If you wish to participate in this proceeding by becoming an intervenor, the deadline for intervention in the proceeding is **September 8, 2020**, and the PUC should receive a letter from you requesting intervention by that date.

Due to the COVID-19 pandemic, the preferred method for you to file your request for intervention is electronically, and you will be required to serve the request on other parties by email. Therefore, please include your own email address on the intervention form. Instructions for electronic filing via the "PUC Filer" on the Commission's website can be found here: <https://interchange.puc.texas.gov/filer>. Instructions for using the PUC Filer are available at http://www.puc.texas.gov/industry/filings/New_PUC_Web_Filer_Presentation.pdf. Once you obtain a tracking sheet associated with your filing from the PUC Filer, you may email the tracking sheet and the document you wish to file to: centralrecords@puc.texas.gov. For assistance with your electronic filing, please contact the Commission's Help Desk at (512) 936-7100 or helpdesk@puc.texas.gov. You can review materials filed in this docket on the PUC Interchange at: <http://interchange.puc.texas.gov/>.

If you are unable to file your request for intervention electronically, you may file your request for intervention by mailing a hard copy of your request to the PUC. The PUC should receive a letter from you requesting intervention by the intervention date (September 8, 2020). Mail the request for intervention and 10 copies of the request to:

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
P.O. Box 13326
Austin, Texas 78711-3326

Persons who wish to intervene in the docket must also mail a copy of their request for intervention to all parties in the docket and all persons that have pending motions to intervene, at or before the time the request for intervention is mailed to the PUC.

In addition to the intervention deadline, other important deadlines may already exist that affect your participation in this docket. You should review the orders and other filings already made in the docket. The enclosed brochure explains how you can access these filings.

Addressee First Name, Last Name

Month Day, Year

Page 3

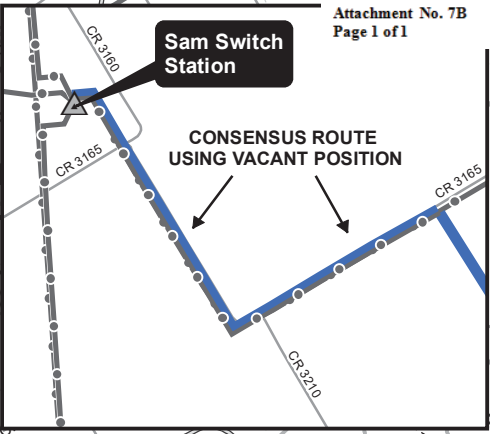
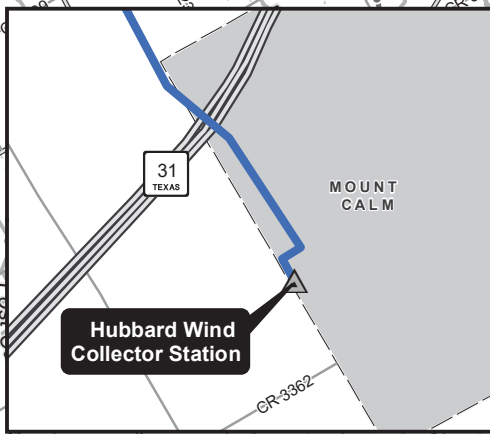
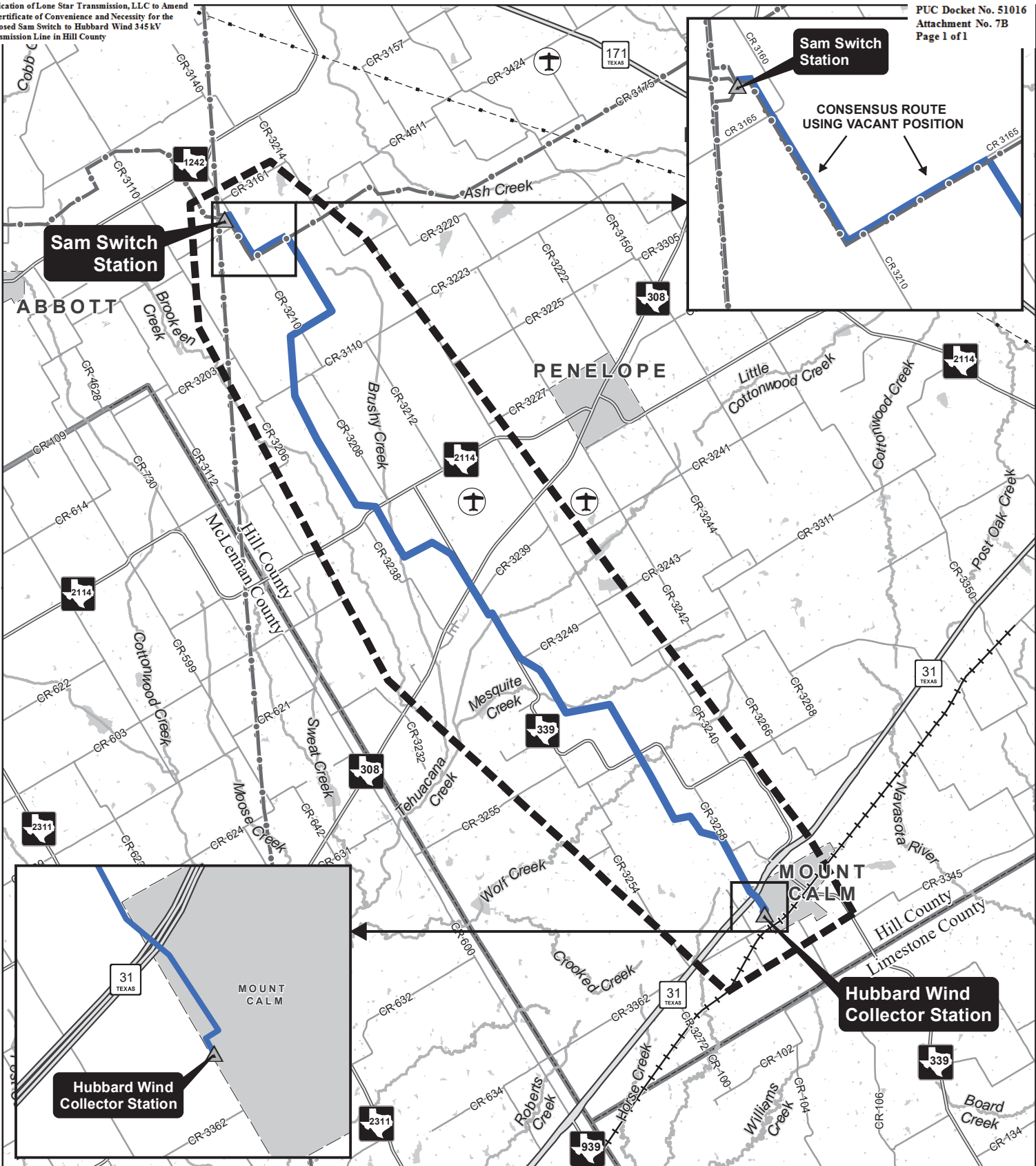
Sincerely,

A handwritten signature in blue ink that reads "Kelly Wells". The signature is written in a cursive style with a large initial "K".

Kelly Wells
Director, Land Strategy and Community Relations
Lone Star Transmission, LLC
Office: (512) 236-3151
Mobile: (512) 810-5561
Email: kelly.wells@lonestar-transmission.com

Enclosures:

- Map of Consensus Route
- Consensus Route Description
- Landowner Brochure
- Comment/Protest Form
- Intervenor Form



- | | | |
|---------------------------------------|-----------------------------------|--------------------|
| Study Area | Existing 138 kV Transmission Line | Private Airport |
| Project Substation | Existing 345 kV Transmission Line | Abandoned Railroad |
| Consensus Route Using Vacant Position | City Limits | State Highway |
| Consensus Route | County Boundary | FM Road |
| | River / Stream | County/Local Road |
| | Waterbody | |



Sam Switch to Hubbard Wind 345 kV Transmission Line Project

Consensus Route

0 1 2
Miles

Date: 7/15/2020

Lone Star Transmission, LLC
Proposed Sam Switch to Hubbard Wind 345 kV Transmission Line in
Hill County, Texas

Lone Star Transmission, LLC (Lone Star) has filed an application with the Public Utility Commission of Texas (PUC) to amend its Certificate of Convenience and Necessity (CCN) to construct the proposed single circuit 345-kV Sam Switch to Hubbard Wind transmission line. In its CCN application for this project, Lone Star has presented a single route composed of one segment for consideration by the PUC (Consensus Route). The following narrative describes the proposed Consensus Route, along with the enclosed map that shows the proposed Consensus Route.

SEGMENT

The Consensus Route composed of one segment begins in the existing Sam Switch Substation, located approximately 0.81 mile southeast of Farm to Market (FM) 1242 on the southwest side of County Road (CR) 3160. The segment proceeds east for approximately 0.05 mile exiting the east side of the Sam Switch Substation. The segment then angles southeast, utilizing a vacant position on existing Lone Star 345 kV transmission structures, for approximately 0.7 mile. The segment then angles northeast, continuing to use the same vacant position on existing Lone Star 345 kV transmission structures, for approximately 0.6 mile crossing CR 3210. The segment then angles southeast for approximately 1.2 miles, then angles southwest for approximately 0.7 mile crossing CR 3210, and then angles south for approximately 0.9 mile crossing CR 3110. The segment then angles southeast for approximately 1.8 miles, then angles east for approximately 0.3 mile, and then angles southeast for approximately 0.8 mile crossing FM 2114 and Brushy Creek. The segment then angles northeast for approximately 0.5 mile, then angles east-southeast for approximately 0.3 mile, and then angles southeast paralleling the southwest side of FM 339, and crossing CR 308, for approximately 1.0 miles. The segment then angles northeast for approximately 0.05 mile crossing FM 339, then angles southeast paralleling the northeast side of FM 339 for approximately 0.8 mile and crossing Tehuacan Creek. The segment then angles east-southeast for approximately 0.3 mile crossing CR 3249, then angles southeast for approximately 0.7 mile crossing Mesquite Creek, and then angles east for approximately 0.6 mile. The segment then angles southeast for approximately 1.9 miles crossing FM 339 and Wolf Creek, then angles east for approximately 0.2 mile, then angles southeast for approximately 0.3 mile, and then angles east-southeast for approximately 0.3 mile. The segment then angles southeast paralleling CR 3258 for approximately 0.3 mile, then continues southeast for approximately 0.6 mile, and then angles east-southeast for approximately 0.1 mile crossing State Highway 31. The segment then angles southeast for approximately 0.2 mile, then angles southwest for approximately 0.05 mile, and then angles southeast for approximately 0.05 mile. The segment terminates at the proposed Hubbard Wind Collector Station located west of Mount Calm Texas and approximately 0.27 mile southeast of State Highway 31.

Landowners and Transmission Line Cases at the PUC

Public Utility Commission of Texas



1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326
(512) 936-7260
www.puc.state.tx.us

Effective: June 1, 2011

345 kV Transmission Line in Hill County
Purpose of This Brochure

This brochure is intended to provide landowners with information about proposed new transmission lines and the Public Utility Commission's ("PUC" or "Commission") process for evaluating these proposals. At the end of the brochure is a list of sources for additional information.

The following topics are covered in this brochure:

- How the PUC evaluates whether a new transmission line should be built,
- How you can participate in the PUC's evaluation of a line, and
- How utilities acquire the right to build a transmission line on private property.

You are receiving the enclosed formal notice because one or more of the routes for a proposed transmission line may require an easement or other property interest across your property, or the centerline of the proposed project may come within 300 feet of a house or other habitable structure on your property. This distance is expanded to 500 feet if the proposed line is greater than 230 kilovolts (kV). For this reason, your property is considered **directly affected land**. This brochure is being included as part of the formal notice process.

If you have questions about the proposed routes for a transmission line, you may contact the applicant. The applicant also has a more detailed map of the proposed routes for the transmission line and nearby habitable structures. The applicant may help you understand the routing of the project and the application approval process in a transmission line case but cannot provide legal advice or represent you. ***The applicant cannot predict which route may or may not be approved by the PUC. The PUC decides which route to use for the transmission line, and the applicant is not obligated to keep you informed of the PUC's proceedings. The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene, which is discussed below.***

The PUC is sensitive to the impact that transmission lines have on private property. At the same time, transmission lines deliver electricity to millions of homes and businesses in Texas, and new lines are sometimes needed so that customers can obtain reliable, economical power.

The PUC's job is to decide whether a transmission line application should be approved and on which route the line should be constructed. The PUC values input from landowners and encourages you to participate in this process by intervening in the docket.

PUC Transmission Line Case

Texas law provides that most utilities must file an application with the PUC to obtain or amend a Certificate of Convenience and Necessity (CCN) in order to build a new transmission line in Texas. The law requires the PUC to consider a number of factors in deciding whether to approve a proposed new transmission line.

The PUC may approve an application to obtain or amend a CCN for a transmission line after considering the following factors:

- Adequacy of existing service;
- Need for additional service;
- The effect of approving the application on the applicant and any utility serving the proximate area;
- Whether the route utilizes existing compatible rights-of-way, including the use of vacant positions on existing multiple-circuit transmission lines;
 - Whether the route parallels existing compatible rights-of-way;
 - Whether the route parallels property lines or other natural or cultural features;
 - Whether the route conforms with the policy of prudent avoidance (which is defined as the limiting of exposures to electric and magnetic fields that can be avoided with reasonable investments of money and effort); and
 - Other factors such as community values, recreational and park areas, historical and aesthetic values, environmental integrity, and the probable improvement of service or lowering of cost to consumers in the area.

If the PUC decides an application should be approved, it will grant to the applicant a CCN or CCN amendment to allow for the construction and operation of the new transmission line.

Application to Obtain or Amend a CCN:

An application to obtain or amend a CCN describes the proposed line and includes a statement from the applicant describing the need for the line and the impact of building it. In addition to the routes proposed by the applicant in its application, the possibility exists that additional routes may be developed, during the course of a CCN case, that could affect property in a different manner than the original routes proposed by the applicant.

The PUC conducts a case to evaluate the impact of the proposed line and to decide which route should be approved. Landowners who would be affected by a new line can:

- informally file a protest, or
- formally participate in the case as an intervenor.

Filing a Protest (informal comments):

If you do not wish to intervene and participate in a hearing in a CCN case, you may file **comments**. An individual or business or a group who files only comments for or against any aspect of the transmission line application is considered a “protestor.”

Protestors make a written or verbal statement in support of or in opposition to the utility’s application and give information to the PUC staff that they believe supports their position.

Protestors are **not** parties to the case, however, and do not have the right to:

- Obtain facts about the case from other parties;
- Receive notice of a hearing, or copies of testimony and other documents that are filed in the case;
- Receive notice of the time and place for negotiations;
- File testimony and/or cross-examine witnesses;
- Submit evidence at the hearing; or
- Appeal P.U.C. decisions to the courts.

If you want to make comments, you may either send written comments stating your position, or you may make a statement on the first day of the hearing. If you have not intervened, however, you will not be able to participate as a party in the hearing. Only parties may submit evidence and ***the PUC must base its decision on the evidence.***

Intervening in a Case:

To become an intervenor, you must file a statement with the PUC, no later than the date specified in the notice letter sent to you with this brochure, requesting intervenor status (also referred to as a party). This statement should describe how the proposed transmission line would affect your property. Typically, intervention is granted only to directly affected landowners. However, any landowner may request to intervene and obtain a ruling on his or her specific fact situation and concerns. A sample form for intervention and the filing address are attached to this brochure, and may be used to make your filing. A letter requesting intervention may also be used in lieu of the sample form for intervention.

If you decide to intervene and become a party in a case, you will be required to follow certain procedural rules:

- You are required to timely respond to requests for information from other parties who seek information.
- If you file testimony, you must appear at a hearing to be cross-examined.
- If you file testimony or any letters or other documents in the case, you must send copies of the documents to every party in the case and you must file multiple copies with the PUC.

If you intend to participate at the hearing and you do not file testimony, you must at least file a statement of position, which is a document that describes your position in the case.

Failure to comply with these procedural rules may serve as grounds for you to be dismissed as an intervenor in the case.

If you wish to participate in the proceedings it is very important to attend any prehearing conferences.

Intervenors may represent themselves or have an attorney to represent them in a CCN case. If you intervene in a case, you may want an attorney to help you understand the PUC’s procedures and the laws and rules that the PUC applies in deciding whether to approve a transmission line. The PUC encourages landowners to intervene and become parties.

345 kV Transmission Line in Hill County
Stages of a CCN Case.

If there are persons who intervene in the case and oppose the approval of the line, the PUC may refer the case to an administrative law judge (ALJ) at the State Office of Administrative Hearings (SOAH) to conduct a hearing, or the Commission may elect to conduct a hearing itself. The hearing is a formal proceeding, much like a trial, in which testimony is presented. In the event the case is referred to SOAH, the ALJ makes a recommendation to the PUC on whether the application should be approved and where and how the line should be routed.

There are several stages of a CCN case:

- The ALJ holds a prehearing conference (usually in Austin) to set a schedule for the case.
- Parties to the case have the opportunity to conduct discovery; that is, obtain facts about the case from other parties.
- A hearing is held (usually in Austin), and parties have an opportunity to cross-examine the witnesses.
- Parties file written testimony before the date of the hearing. Parties that do not file written testimony or statements of position by the deadline established by the ALJ may not be allowed to participate in the hearing on the merits. Parties may file written briefs concerning the evidence presented at the hearing, but are not required to do so.

In deciding where to locate the transmission line and other issues presented by the application, the ALJ and Commission rely on factual information submitted as evidence at the hearing by the parties in the case. In order to submit factual information as evidence (other than through cross-examination of other parties' witnesses), a party must have intervened in the docket and filed written testimony on or before the deadline set by the ALJ.

The ALJ makes a recommendation, called a **proposal for decision**, to the Commission regarding the case. Parties who disagree with the ALJ's recommendation may file exceptions.

The Commissioners discuss the case and decide whether to approve the application. The Commission may approve the ALJ's recommendation, approve it with specified changes, send the case back to the ALJ for further consideration, or deny the application. The written decision rendered by the Commission is called a **final order**. Parties who believe that the Commission's decision is in error may file motions for rehearing, asking the Commission to reconsider the decision.

After the Commission rule on the motion for rehearing, parties have the right to appeal the decision to district court in Travis County.

Right to Use Private Property

The Commission is responsible for deciding whether to approve a CCN application for a proposed transmission line. If a transmission line route is approved that impacts your property, the electric utility must obtain the right from you to enter your property and to build, operate, and maintain the transmission line. This right is typically called an easement.

Utilities may buy easements through a negotiated agreement, but they also have the power of eminent domain (condemnation) under Texas law. Local courts, not the PUC, decide issues concerning easements for rights-of-way. The PUC does not determine the value of property.

The PUC final order in a transmission case normally requires a utility to take certain steps to minimize the impact of the new transmission line on landowners' property and on the environment. For example, the order normally requires steps to minimize the possibility of erosion during construction and maintenance activities.

HOW TO OBTAIN MORE INFORMATION

The PUC's online filings interchange on the PUC website provides free access to documents that are filed with the Commission in Central Records. The docket number, also called a control number on the PUC website, of a case is a key piece of information used in locating documents in the case. You may access the Interchange by visiting the PUC's website home page at www.puc.state.tx.us and navigate the website as follows:

- Select "Filings."
Select "Filings Search."
Select "Filings Search."
Enter 5-digit Control (Docket) Number. *No other information is necessary.*
Select "Search." *All of the filings in the docket will appear in order of date filed.*
Scroll down to select desired filing.
Click on a blue "Item" number at left.
Click on a "Download" icon at left.

Documents may also be purchased from and filed in Central Records. For more information on how to purchase or file documents, call Central Records at the PUC at 512-936-7180.

PUC Substantive Rule 25.101, Certification Criteria, addresses transmission line CCNs and is available on the PUC's website, or you may obtain copies of PUC rules from Central Records.

Always include the docket number on all filings with the PUC. You can find the docket number on the enclosed formal notice. Send documents to the PUC at the following address.

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326

The information contained within this brochure is not intended to provide a comprehensive guide to landowner rights and responsibilities in transmission line cases at the PUC. This brochure should neither be regarded as legal advice nor should it be a substitute for the PUC's rules. However, if you have questions about the process in transmission line cases, you may call the PUC's Legal Division at 512-936-7260. The PUC's Legal Division may help you understand the process in a transmission line case but cannot provide legal advice or represent you in a case. You may choose to hire an attorney to decide whether to intervene in a transmission line case, and an attorney may represent you if you choose to intervene.

Communicating with Decision-Makers

Do not contact the ALJ or the Commissioners by telephone or email. They are not allowed to discuss pending cases with you. They may make their recommendations and decisions only by relying on the evidence, written pleadings, and arguments that are presented in the case.

Comments in Docket No. _____

If you want to be a PROTESTOR only, please complete this form. Although public comments are not treated as evidence, they help inform the PUC and its staff of the public concerns and identify issues to be explored. The PUC welcomes such participation in its proceedings.

Mail this completed form and 10 copies to:

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
P.O. Box 13326
Austin, TX 78711-3326

First Name: _____ Last Name: _____

Phone Number: _____ Fax Number: _____

Address, City, State: _____

I am NOT requesting to intervene in this proceeding. As a PROTESTOR, I understand the following:

- I am NOT a party to this case;
- My comments are not considered evidence in this case; and
- I have no further obligation to participate in the proceeding.

Please check one of the following:

- I own property with a habitable structure located near one or more of the utility's proposed routes for a transmission line.
- One or more of the utility's proposed routes would cross my property.
- Other. Please describe and provide comments. You may attach a separate page, if necessary. _____

Signature of person submitting comments:

_____ Date: _____

Request to Intervene in PUC Docket No. 51016

The following information must be submitted by the person requesting to intervene in this proceeding. This completed form will be provided to all parties in this docket. **If you DO NOT want to be an intervenor, but still want to file comments, please complete the "Comments" page.**

Mail this completed form and 10 copies to:

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
P.O. Box 13326
Austin, TX 78711-3326

First Name: _____ Last Name: _____

Phone Number: _____ Fax Number: _____

Address, City, State: _____

Email Address: _____

I am requesting to intervene in this proceeding. As an INTERVENOR, I understand the following:

- I am a party to the case;
- I am required to respond to all discovery requests from other parties in the case;
- If I file testimony, I may be cross-examined in the hearing;
- If I file any documents in the case, I will have to provide a copy of that document to every other party in the case; and
- I acknowledge that I am bound by the Procedural Rules of the Public Utility Commission of Texas (PUC) and the State Office of Administrative Hearings (SOAH).

Please check one of the following:

- I own property with a habitable structure located near one or more of the utility's proposed routes for a transmission line.
- One or more of the utility's proposed routes would cross my property.
- Other. Please describe and provide comments. You may attach a separate page, if necessary.

Signature of person requesting intervention:

_____ Date: _____

List of Directly Affected Landowners Receiving Notice

Map ID(s) 1	Landowner Name	Address	City	State	Zip
2-1, 2-2, 2-3	Kallus, David W.	461 FM 1242	Abbott	TX	76621-3286
3	Marek, Larry T.	P.O. Box 608	Millican	TX	77866
3	Marek, William C.	2428 Norwich Dr.	Carrollton	TX	75006
4-1, 4-2	Cocek, Mary Ann	409 S. Harrison St.	West	TX	76691
5-1, 5-2	Blanchard, Shirley A.	675 HCR 1231	Whitney	TX	76692-2102
6-1, 6-2	Miller, Perry & Lori A.	P.O. Box 115	Abbott	TX	76621-0115
7	Girard, Charles	325 HCR 3230	Abbott	TX	76621
8	Beseda, Joseph D.	355 HCR 3110 S	Penelope	TX	76676-3009
9	Kieran, Tyler & Simeon	257 HCR 3208	Penelope	TX	76676
10	Knapek, Cynthia B.	P.O. Box 448	West	TX	76691
10	Knapek, Larry J.	5470 FM 2114	Penelope	TX	76676-3019
11	Ayers, Jeanette & Susan Janek	2000 FM 339	Mount Calm	TX	76673
12-1, 12-2	Sinkule, Thomas Patrick	422 HCR 3238 N	Mount Calm	TX	76673-3189
13-1, 13-2, 13-3	Pitt, Katharine Risher (CJ)	P.O. Box 8942	Waco	TX	76714-8942
13-1, 13-2, 13-3	Birome Land Co. LLC (CJ)	5500 Pointwood Cir.	Waco	TX	76710-1277

¹ Map IDs refer to the parcel numbers on the map in Attachment No. 4.

**Application of Lone Star Transmission, LLC to Amend
Its Certificate of Convenience and Necessity for the
Proposed Sam Switch to Hubbard Wind 345 kV
Transmission Line in Hill County**

**PUC Docket No. 51016
Attachment No. 7G
Page 2 of 2**

Map ID(s) 1	Landowner Name	Address	City	State	Zip
14-1, 14-2	Newton V & Preston E Fam Trust	C/O Ms. Victoria Newton Bank of America 901 Main St., 16 th Floor Attn: CUSIP 990053571	Dallas	TX	75202
14-1, 14-2	Newton V & Preston E Fam Trust	C/O Ms. Victoria Newton 800 Capital Street	Houston	TX	77002
15	Sparkman, Dora Jane	2630 FM 339	Mount Calm	TX	76673
16	Trussell, Marvin J.	118 HCR 3239	Mount Calm	TX	76673- 3038
17-1, 17-2, 17-3	Janek, Clarence S.	2000 FM 339	Mount Calm	TX	76673- 3117
18-1, 18-2	Agerton, William D. & Mercedes F.	P.O. Box 865	Burleson	TX	76097
19	Lillard, Mrs. Freddie	P.O. Box 174	Mount Calm	TX	76673- 3121
20	Bailey, Marvin J.	521 N. Seeley Ave. W	Mount Calm	TX	76673
21-1, 21-2	Klanika, Christina Michelle	176 HCR 3259	Mount Calm	TX	76673- 3174
22	Hawthorne, Gene M.	562 HCR 3258	Mount Calm	TX	76673- 3133
23	Linex, Brenda Joy	106 Oakwood Dr.	Weatherford	TX	76086- 2708
24-1, 24-2, 24-3	Cornelius, L.M.	215 HCR 3258	Mount Calm	TX	76673- 3160
25	Garcia, Lori L.	9939 Fredericksburg Rd., Apt. 201	San Antonio	TX	78240- 4148
26	Entrop, Elmer	184 HCR 3276 N	Mount Calm	TX	76673- 3150
27-1, 27-2	Wiley, Hugh A.	P.O. Box 128	Mount Calm	TX	76673- 0128
27-1, 27-2	Williams, Judy	1216 Oakgrove Ln.	Bedford	TX	76021



July 24, 2020

<Name>

<Title>

<Utility Provider Name >

<Address>

<City, State, Zip>

RE: PUC Docket No. 51016; *Application of Lone Star Transmission, LLC to Amend Its Certificate of Convenience and Necessity for the Proposed Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County*

Dear [Contact Name]:

Lone Star Transmission, LLC (Lone Star) gives notice of its intent to amend its Certificate of Convenience and Necessity (CCN) to construct a proposed 345 kV single-circuit transmission line in Hill County, Texas. Lone Star has filed its application to amend its CCN with the Public Utility Commission of Texas (Commission or PUC) in Docket No. 51016 – *Application of Lone Star Transmission, LLC to Amend Its Certificate of Convenience and Necessity for the Proposed Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County*.

Lone Star is filing a single routing option (Consensus Route) for this project that is approximately 15.3 miles in length. The estimated cost of the transmission line is approximately \$20.0 million with approximately \$2.4 million additional in substation costs. The project will be constructed using primarily concrete and steel monopole structures.

A map illustrating Lone Star’s proposed Consensus Route is enclosed for your review. Also enclosed is a written description of the Consensus Route that has been filed with the Commission in the Lone Star CCN application. A detailed routing map may be downloaded from Lone Star’s website at <http://www.lonestartransmission.com/sam-switch-to-hubbard-wind.html>.

If you have questions about this transmission line project or Lone Star’s CCN application, you may contact Lone Star’s representative, Kelly Wells at (512) 236-3151 (office) or (512) 810-5561 (mobile).

Persons who wish to intervene in the proceeding or comment upon the action must submit a request to intervene to the PUC. The deadline for intervention in the proceeding is September 8, 2020, and a letter requesting intervention should be received by the PUC by that date.

Due to the COVID-19 pandemic, the preferred method for you to file your request for intervention is electronically, and you will be required to serve the request on other parties by email. Therefore, please include your own email address on the intervention form. Instructions for electronic filing via the “PUC Filer” on the Commission’s website can be found here: <https://interchange.puc.texas.gov/filer>. Instructions for using the PUC Filer are available at http://www.puc.texas.gov/industry/filings/New_PUC_Web_Filer_Presentation.pdf. Once you

Lone Star Transmission, LLC

Addressee First Name, Last Name

Month Day, Year

Page 2

obtain a tracking sheet associated with your filing from the PUC Filer, you may email the tracking sheet and the document you wish to file to: centralrecords@puc.texas.gov. For assistance with your electronic filing, please contact the Commission's Help Desk at (512) 936-7100 or helpdesk@puc.texas.gov. You can review materials filed in this docket on the PUC Interchange at: <http://interchange.puc.texas.gov/>.

If you are unable to file your request for intervention electronically, you may file your request for intervention by mailing a hard copy of your request to the PUC. The PUC should receive your request to intervene by the intervention date (September 8, 2020). Mail the request for intervention (along with 10 copies of the request) to the following address:

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
P.O. Box 13326
Austin, Texas 78711-3326

All routes and routing links included in this notice are available for selection and approval by the Public Utility Commission of Texas.

The Commission has developed a brochure titled "Landowners and Transmission Line Cases at the PUC." Copies of the brochure are available from Lone Star by calling Kelly Wells or may be downloaded from the PUC's website at www.puc.state.tx.us. To obtain additional information about this case, contact the PUC at (512) 936-7120 or toll free at (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the PUC at (512) 936-7136 or toll free at (800) 735-2989.

Sincerely,



Kelly Wells
Director, Land Strategy and Community Relations
Lone Star Transmission, LLC
Office: (512) 236-3151
Mobile: (512) 810-5561
Email: kelly.wells@lonestar-transmission.com

Enclosures:

- Map of Consensus Route
- Consensus Route Description

List of Utilities Receiving Notice of Application

Hilco Electric Cooperative, Inc.

Debra Cole
General Manager/CEO
Hilco Electric Cooperative, Inc.
P.O. Box 127
Itasca, TX 76055-0127

Navarro County Electric Cooperative, Inc.

Billy Jones
General Manager/CEO
Navarro County Electric Cooperative, Inc.
P.O. Box 616
Corsicana, TX 75151-0616

Navasota Valley Electric Cooperative, Inc.

James Calhoun
General Manager/CEO
Navasota Valley Electric Cooperative, Inc.
P.O. Box 848
Franklin, TX 77856-0848

Oncor Electric Delivery Company

Michael Sherburne
VP Regulatory, Rates Regulatory Admin.
Oncor Electric Delivery Company
1616 Woodall Rogers Freeway
Dallas, TX 75202-1234



July 24, 2020

<Office Holder Name, County/City or DoD or OPUC>

<Address>

<City, State, Zip>

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Lone Star Transmission, LLC

5920 West William Cannon Drive, Building 2, Austin, Texas 78749

Addressee First Name, Last Name

Month Day, Year

Page 2

sheet and the document you wish to file to: centralrecords@puc.texas.gov. For assistance with your electronic filing, please contact the Commission's Help Desk at (512) 936-7100 or helpdesk@puc.texas.gov. You can review materials filed in this docket on the PUC Interchange at: <http://interchange.puc.texas.gov/>.

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Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
P.O. Box 13326
Austin, Texas 78711-3326

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Sincerely,



Kelly Wells
Director, Land Strategy and Community Relations
Lone Star Transmission, LLC
Office: (512) 236-3151
Mobile: (512) 810-5561
Email: kelly.wells@lonestar-transmission.com

Enclosures:

- Map of Consensus Route
- Consensus Route Description
- Comment/Protest Form
- Intervenor Form

List of Public Officials Receiving Notice of Application

Hill County Officials

The Honorable Justin W. Lewis
Hill County Judge
P. O. Box 457
Hillsboro, TX 76645

The Honorable Scotty Hawkins
Hill County Commissioner, Precinct 3
P. O. Box 457
Hillsboro, TX 76645

Municipal Officials

The Honorable Jimmy Tucker
City of Mount Calm Mayor
P.O. Box 85
Mount Calm, TX 76673-0085

Department of Defense Siting Clearinghouse

Department of Defense Siting Clearinghouse
3400 Defense Pentagon
Room 5C646
Washington, D.C. 20301-3400
osd.dod-siting-clearinghouse@mail.mil

Office of Public Utility Counsel

The Honorable Lori Cobos
Office of Public Utility Counsel
P.O. Box 12397
Austin, Texas 78711-2397

PUBLIC NOTICE

Application of Lone Star Transmission, LLC to Amend its Certificate of Convenience and Necessity for the Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County, Texas

PUBLIC UTILITY COMMISSION OF TEXAS (PUC) DOCKET NO. 51016

Lone Star Transmission, LLC (Lone Star) gives notice that it is requesting approval from the Public Utility Commission of Texas (PUC) to amend its Certificate of Convenience and Necessity (CCN) to construct the Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County, Texas. Lone Star has filed an application with the PUC for this purpose in Docket No. 51016.

Lone Star is filing a single routing option (Consensus Route) for this project that is approximately 15.3 miles in length. The estimated cost of the transmission line is approximately \$20.0 million with approximately \$2.4 million additional in substation costs. The project will be constructed using primarily concrete and steel monopole structures.

All routes and route segments included in this notice are available for selection and approval by the Public Utility Commission of Texas.

Persons who are affected by the transmission line and wish to intervene in the docket or comment on the applicant's application should submit a request for intervention or comments to the PUC. Due to the COVID-19 pandemic, the preferred method for you to file your request for intervention or comments is electronically, and you will be required to serve the request on other parties by email. Therefore, please include your own email address on the intervention form. Instructions for electronic filing via the "PUC Filer" on the Commission's website can be found here: <https://interchange.puc.texas.gov/filer>. Instructions for using the PUC Filer are available at http://www.puc.texas.gov/industry/filings/New_PUC_Web_Filer_Presentation.pdf. Once you obtain a tracking sheet associated with your filing from the PUC Filer, you may email the tracking sheet and the document you wish to file to: centralrecords@puc.texas.gov. For assistance with your electronic filing, please contact the Commission's Help Desk at (512) 936-7100 or helpdesk@puc.texas.gov. You can review materials filed in this docket on the PUC Interchange at: <http://interchange.puc.texas.gov/>.

If you are unable to file your request for intervention or comments electronically, you may file your request for intervention or comments by mailing the original and 10 copies to:

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
P.O. Box 13326
Austin, Texas 78711-3326

The deadline for intervention in the docket is September 8, 2020, and the PUC should receive a letter from anyone requesting intervention by that date.

Persons who wish to intervene in the docket must also mail a copy of their request for intervention to all parties in the docket and all persons that have pending motions to intervene, at or before the time the request for intervention is mailed to the PUC. In addition to the intervention deadline, other important deadlines may already exist that affect your participation in this docket. You should review the orders and other filings already made in the docket.

The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene in the docket. It is important for an affected person to intervene because the utility is not obligated to keep affected persons informed of the PUC's proceedings and cannot predict which route may or may not be approved by the PUC.

The PUC has a brochure entitled "Landowners and Transmission Line Cases at the PUC" which provides basic information about how you may participate in this docket, and how you may contact the PUC. Copies of the brochure are available from Kelly Wells at (512) 236-3151 or may be downloaded from the PUC's website at www.puc.state.tx.us. The brochure includes sample forms for making comments and for making a request to intervene as a party in this docket. In addition to the contacts listed in the brochure, you may call the PUC's Customer Assistance Hotline at (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the PUC's Customer Assistance Hotline at (512) 936-7136 or toll free at (800) 735-2989.

A detailed routing map may be downloaded from Lone Star's website at <http://www.lonestartransmission.com/sam-switch-to-hubbard-wind.html>.

If you have questions about the transmission line you may contact Lone Star representative Kelly Wells at (512) 236-3151.

Consensus Route Description

For this project as previously stated, only a Consensus Route is filed in Lone Star's CCN. The following narrative, along with the map that follows which shows the route, provides a detailed description of the proposed Consensus Route.

The proposed Consensus Route composed of one segment begins in the existing Sam Switch Substation, located approximately 0.81 mile southeast of Farm to Market (FM) 1242 on the southwest side of County Road (CR) 3160. The segment proceeds east for approximately 0.05 mile exiting the east side of the Sam Switch Substation. The segment then angles southeast, utilizing a vacant position on existing Lone Star 345 kV transmission structures, for approximately 0.7 mile. The segment then angles northeast, continuing to use the same vacant position on existing Lone Star 345 kV transmission structures, for approximately 0.6 mile crossing CR 3210. The segment then angles southeast for approximately 1.2 miles, then angles southwest for approximately 0.7 mile crossing CR 3210, and then angles south for approximately 0.9 mile crossing CR 3110. The segment then angles southeast for approximately 1.8 miles, then angles east for approximately 0.3 mile, and then angles southeast for approximately 0.8 mile crossing FM 2114 and Brushy Creek.

The segment then angles northeast for approximately 0.5 mile, then angles east-southeast for approximately 0.3 mile, and then angles southeast paralleling the southwest side of FM 339, and crossing CR 308, for approximately 1.0 miles. The segment then angles northeast for approximately 0.05 mile crossing FM 339, then angles southeast paralleling the northeast side of FM 339 for approximately 0.8 mile and crossing Tehuacan Creek. The segment then angles east-southeast for approximately 0.3 mile crossing CR 3249, then angles southeast for approximately 0.7 mile crossing Mesquite Creek, and then angles east for approximately 0.6 mile. The segment then angles southeast for approximately 1.9 miles crossing FM 339 and Wolf Creek, then angles east for approximately 0.2 mile, then angles southeast for approximately 0.3 mile, and then angles east-southeast for approximately 0.3 mile. The segment then angles southeast paralleling CR 3258 for approximately 0.3 mile, then continues southeast for approximately 0.6 mile, and then angles east-southeast for approximately 0.1 mile crossing State Highway 31. The segment then angles southeast for approximately 0.2 mile, then angles southwest for approximately 0.05 mile, and then angles southeast for approximately 0.05 mile. The segment terminates at the proposed Hubbard Wind Collector Station located west of Mount Calm, Texas and approximately 0.27 mile southeast of State Highway 31.

Newspaper Publication List

Notice of the CCN Application will be published in the following newspaper of general circulation in Hill County:

The Hillsboro Reporter
335 Country Club Road
Hillsboro, Texas 76645-2318



July 24, 2020

Wildlife Habitat Assessment Program
Wildlife Division
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

RE: PUC Docket No. 51016; *Application of Lone Star Transmission, LLC to Amend Its Certificate of Convenience and Necessity for the Proposed Sam Switch to Hubbard Wind 345 kV Transmission Line in Hill County*

Lone Star Transmission, LLC (Lone Star) gives notice that it has filed an application with the Public Utility Commission of Texas (PUC) to amend its Certificate of Convenience and Necessity (CCN) in the above-referenced docket. In its CCN Application, Lone Star proposes to construct a 345 kV single-circuit transmission line connecting to Lone Star's existing Sam Switch 345 kV Station in Hill County, Texas. Lone Star is filing a single routing option (Consensus Route) for this project that is approximately 15.3 miles in length.

In accordance with the requirements of 16 Texas Administrative Code (TAC) § 22.52 and the PUC's CCN Application form, I have enclosed a copy of Lone Star's *Environmental Assessment for the Sam Switch to Hubbard Wind 345 kV Transmission Line Project*, which was prepared by POWER Engineers, Inc. and is Attachment 1 to Lone Star's CCN Application.

If you have questions about this project or Lone Star's CCN Application or Environmental Assessment, you may contact me at (512) 236-3151 (office) or (512) 810-5561 (mobile).

Sincerely,

A handwritten signature in blue ink that reads "Kelly Wells".

Kelly Wells
Director, Land Strategy and Community Relations
Lone Star Transmission, LLC
Office: (512) 236-3151
Mobile: (512) 810-5561
Email: kelly.wells@lonestar-transmission.com

Enclosures:

- Lone Star's Environmental Assessment

Lone Star Transmission, LLC

5920 West William Cannon Drive, Building 2, Austin, Texas 78749

AFFIDAVIT

STATE OF TEXAS

COUNTY OF TRAVIS

I, Stacie Bennett, being duly sworn, file this application as Director, Regulatory Affairs for Lone Star Transmission, LLC (Lone Star), that, in such capacity, I am qualified and authorized on behalf of Lone Star to file and verify such application, am personally familiar with the maps and attachments filed with this application, and have complied with all the requirements contained in the application; and that all statements made and matters set forth therein and all attachments thereto are true and correct. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Public Utility Commission of Texas.

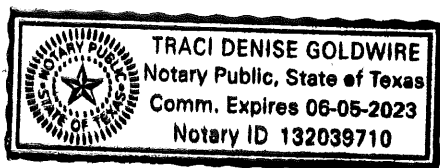


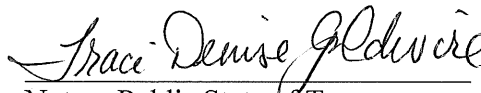
Stacie Bennett
Director, Regulatory Affairs
Lone Star Transmission, LLC

SUBSCRIBED AND SWORN TO BEFORE ME,

a Notary Public in and for the State of Texas, this

the 20th day of July, 2020.





Notary Public State of Texas
My Commission Expires: June 5, 2023