

**FINDINGS OF THE GLASSCOCK COUNTY  
INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE  
APPLICATION SUBMITTED  
BY  
ETC TEXAS PIPELINE LTD (#1032)**



April 20, 2015

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**OF THE**  
**GLASSCOCK COUNTY INDEPENDENT**  
**SCHOOL DISTRICT BOARD OF TRUSTEES**  
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INDEPENDENT SCHOOL DISTRICT BOARD OF  
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*STATE OF TEXAS* §

*COUNTY OF GLASSCOCK* §

On the 20<sup>th</sup> day of April, 2015, a public meeting of the Board of Trustees of the Glasscock County Independent School District (“District”) was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of ETC Texas Pipeline LTD (“Applicant”) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. After hearing presentations from the District’s administrative staff, and from consultants retained by the District to advise the Board in this matter, the Board of Trustees makes the following findings with respect to application from Applicant, and the economic impact of that application:

On October 13, 2014, the Superintendent of the District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts (“Comptroller”) received an Application from Applicant for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The application was determined complete by the Comptroller on November 19, 2014. A copy of the Application is attached as **Attachment A**.

The Applicant, (Texas Taxpayer Id. 10505324664), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**.

The Board of Trustees acknowledged receipt of the Application, along with the requisite application fee, established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Comptroller for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Glasscock County Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054.

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on February 17, 2014 in which the Comptroller has determined that: 1) the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised values; 2) the proposed project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25<sup>th</sup> anniversary of the beginning of the limitation period; and, 3) the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. A copy of the Certificate is attached to the findings as **Attachment C**.

The Board of Trustees also directed that a specific financial analysis be conducted of the impact of the proposed value limitation on the finances of District. A copy of the report prepared by Moak, Casey & Associates, Inc. is attached to these findings as **Attachment D**.

The Board of Trustees has confirmed that the taxable value of property in the District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in **Attachment E**.

The Texas Education Agency has evaluated the impact of the project on the District's facilities. TEA's determination is attached to these findings as **Attachment F**.

At the specific direction of the Comptroller's Office, the parties used the template Texas Economic Development Agreement. As required by the Comptroller's Office, the parties changed only the provisions of the template that the Comptroller permitted. The proposed Agreement is attached to these findings as **Attachment G**. In November 2014, the Texas Comptroller's Office announced its intention to modify Comptroller Form 50-

286 and to permit amendments to existing agreements including the agreement for which these Findings are being made.

After review of the Comptroller's Certificate and economic analysis, and in consideration of its own studies the Board finds:

**Board Finding Number 1.**

**The Board finds that the property meets the requirements of §313.024 for eligibility for a limitation on appraised value.**

In support of Finding 1, the Application indicates that:

ETC TEXAS PIPELINE LTD is requesting an appraised value limitation from Glasscock County Independent School District for their proposed manufacturing facility.

Property that is used for manufacturing satisfies the requirements of §313.024(b)(5).

**Board Finding Number 2.**

**The project proposed by the applicant is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue, including state tax revenue, school district maintenance and operations ad valorem tax revenue attributable to the project, and any other tax revenue attributable to the effect of the project on the economy of the state, in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement.**

In support of Finding 2, the economic impact evaluation Attachment B states:

This represents the Comptroller's determination that ETC Texas Pipeline, LTD (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax

levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
<b>Limitation Pre-Years</b>		\$0	\$0	\$0	\$0
	2014	\$0	\$0	\$0	\$0
	2015	\$0	\$0	\$0	\$0
<b>Limitation Period (10 Years)</b>	2016	\$311,130	\$311,130	\$622,260	\$622,260
	2017	\$311,130	\$622,260	\$594,258	\$1,216,518
	2018	\$311,130	\$933,390	\$566,257	\$1,782,775
	2019	\$311,130	\$1,244,520	\$538,255	\$2,321,030
	2020	\$311,130	\$1,555,650	\$510,253	\$2,831,283
	2021	\$311,130	\$1,866,780	\$482,252	\$3,313,535
	2022	\$311,130	\$2,177,910	\$454,250	\$3,767,784
	2023	\$311,130	\$2,489,040	\$426,248	\$4,194,032
	2024	\$311,130	\$2,800,170	\$398,246	\$4,592,279
	2025	\$311,130	\$3,111,300	\$370,245	\$4,962,524
<b>Maintain Viable Presence (5 Years)</b>	2026	\$653,373	\$3,764,673	\$0	\$4,962,524
	2027	\$625,371	\$4,390,044	\$0	\$4,962,524
	2028	\$597,370	\$4,987,414	\$0	\$4,962,524
	2029	\$569,368	\$5,556,782	\$0	\$4,962,524
	2030	\$541,366	\$6,098,148	\$0	\$4,962,524
<b>Additional Years as Required by 313.026(c)(1) (10 Years)</b>	2031	\$513,365	\$6,611,513	\$0	\$4,962,524
	2032	\$485,363	\$7,096,875	\$0	\$4,962,524
	2033	\$457,361	\$7,554,236	\$0	\$4,962,524
	2034	\$429,359	\$7,983,596	\$0	\$4,962,524
	2035	\$401,358	\$8,384,953	\$0	\$4,962,524
	2036	\$373,356	\$8,758,309	\$0	\$4,962,524
	2037	\$345,354	\$9,103,664	\$0	\$4,962,524
	2038	\$317,353	\$9,421,016	\$0	\$4,962,524
	2039	\$289,351	\$9,710,367	\$0	\$4,962,524
	2040	\$261,349	\$9,971,716	\$0	\$4,962,524
		<b>\$9,971,716</b>	is greater than	<b>\$4,962,524</b>	
<b>Analysis Summary</b>					
Is the project reasonably likely to generate M&O tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?					Yes

Source: CPA, ETC Texas Pipeline, LTD

### Employment Indirect and Induced Tax Effects

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2015	200	181	381	\$7,506,800	\$13,367,223	\$20,874,023	\$1,190,186	-\$625,610	\$1,815,796
2016	2	12	14	\$74,000	\$2,367,406	\$2,441,406	\$160,217	\$267,029	-\$106,812
2017	2	12	14	\$74,000	\$2,123,266	\$2,197,266	\$221,252	\$251,770	-\$30,518
2018	2	8	10	\$74,000	\$1,512,914	\$1,586,914	\$183,105	\$251,770	-\$68,665
2019	2	6	8	\$74,000	\$902,563	\$976,563	\$175,476	\$236,511	-\$61,035
2020	2	4	6	\$74,000	\$902,563	\$976,563	\$167,847	\$228,882	-\$61,035
2021	2	4	6	\$74,000	\$780,492	\$854,492	\$152,588	\$190,735	-\$38,147
2022	2	2	4	\$74,000	\$536,352	\$610,352	\$91,553	\$160,217	-\$68,664
2023	2	4	6	\$74,000	\$536,352	\$610,352	\$106,812	\$129,700	-\$22,888
2024	2	0	2	\$74,000	\$536,352	\$610,352	\$129,700	\$129,700	\$0
2025	2	6	8	\$74,000	\$414,281	\$488,281	\$114,441	\$99,182	\$15,259
2026	2	2	4	\$74,000	\$292,211	\$366,211	\$99,182	\$76,294	\$22,888
2027	2	4	6	\$74,000	\$170,141	\$244,141	\$99,182	\$22,888	\$76,294
2028	2	6	8	\$74,000	\$658,422	\$732,422	\$114,441	\$0	\$114,441
2029	2	0	2	\$74,000	\$414,281	\$488,281	\$106,812	-\$7,629	\$114,441
2030	2	2	4	\$74,000	\$170,141	\$244,141	\$61,035	-\$61,035	\$122,070
2031	2	0	2	\$74,000	\$170,141	\$244,141	\$68,665	-\$99,182	\$167,847
2032	2	0	2	\$74,000	-\$318,141	-\$244,141	\$61,035	-\$99,182	\$160,217
2033	2	2	4	\$74,000	\$170,141	\$244,141	\$91,553	-\$144,958	\$236,511
2034	2	0	2	\$74,000	-\$318,141	-\$244,141	\$38,147	-\$152,588	\$190,735
2035	2	(4)	-2	\$74,000	-\$562,281	-\$488,281	\$7,629	-\$183,105	\$190,734
2036	2	(2)	0	\$74,000	-\$318,141	-\$244,141	-\$15,259	-\$251,770	\$236,511
2037	2	(8)	-6	\$74,000	-\$1,294,703	-\$1,220,703	-\$68,665	-\$282,288	\$213,623
2038	2	(8)	-6	\$74,000	-\$2,027,125	-\$1,953,125	-\$91,553	-\$320,435	\$228,882
2039	2	(10)	-8	\$74,000	-\$1,294,703	-\$1,220,703	-\$91,553	-\$396,729	\$305,176
2040	2	(10)	-8	\$74,000	-\$2,271,266	-\$2,197,266	-\$122,070	-\$450,134	\$328,064
						<b>TOTAL</b>	<b>\$3,051,758</b>	<b>-\$1,029,967</b>	<b>\$4,081,725</b>
							<b>\$11,511,912</b>	is greater than	<b>\$8,770,421</b>

**Analysis Summary**

Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	Yes
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**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

### **Board Finding Number 3.**

**The limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state.**

In support of Finding 3, the economic impact evaluation Attachment C states:

The Comptroller has determined that the limitation on appraised value is a determining factor in the ETC Texas Pipeline, LTD's decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per the applicant, the applicant has made no investment to date on the project site.
- Per the applicant, no construction has commenced at the project site.
- Per the applicant, the applicant has a number of similar projects in other states, and appears to have a clear ability to build in other locations.
- The facility in this application is referred to as "Rebel II." A previous application (App. # 379) was referred to as "Rebel." The applicant stated that "there is no relationship between the two projects. Both are stand-alone projects." The applicant also stated that the projects will be geographically located close together, but there is no relationship between the two.
- The applicant provided maps which includes the location of the two above-mentioned plants and existing and proposed pipelines.
- The applicant submitted a discounted cash flow model (DCF) calculating the total business enterprise value with or without the limitation agreement. Under the scenario without the agreement, total business enterprise value would be \$82,779,909. Under the scenario with the agreement, total business enterprise value would be \$96,550,929.
- The company states that it has evaluated other locations not in Texas. However, it didn't provide any evidence of this evaluation, similar to the DCF model mentioned above. The company stated that "evaluations done to determine location are based upon feedstock which is directly tied to wells being drilled which are located in

Western New Mexico, and in Texas from Midland area over to Reeves County. New Mexico sits in the middle of this region with easy access to the Transwestern Pipeline which is where the natural gas is fed.”

- The Company stated that it is a leading midstream energy company “whose primary activities include gathering, treating, processing and transporting natural gas and natural gas liquids to a variety of markets and states.” It “currently operates over 17,500 miles of pipeline, 3 gas processing plants, 17 gas treating facilities and 10 gas conditioning plants. Locations for these operations included Arizona, New Mexico, Utah, Colorado, Kansas, Oklahoma, Texas, Arkansas and Louisiana.”
- Under Tab 5: Limitation as Determining Factor, the company didn’t list any alternative state. However, under Tab 4: Detailed Description of Project, the company stated that it could redirect its expenditures to build plants in other Texas Counties or the following states: Kansas, Louisiana, New Mexico, and Oklahoma.
- The company inquired about an abatement from the county, but was not able to obtain incentives from the county.

#### **Board Finding Number 4.**

**The Board finds that the Application Fee received for the Application for which these Findings are being made was reasonable and only in such an amount as was necessary to cover the District’s costs of processing such Application.**

#### **Board Finding Number 5.**

**Based upon the information provided in the Application and in the Comptroller’s Certificate package, the Board finds that that the number of jobs to be created and the wages to be paid comply with the requirements of statute. And, the Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller’s Form 50-286, contains all required provisions and information related to the required job creation requirements, to wit: the provisions set forth in Subsections 9.1 C&D of said Agreement.**

The Applicant has committed to creating ten (10) new qualifying jobs. The average salary level of qualifying jobs will be at least \$52,364 per year. The review of the application by the State Comptroller’s Office indicated that this amount—based on Texas Workforce

Commission data—complies with the requirement that qualifying jobs must pay 110 percent of the county average manufacturing wage. As defined in Section 313.021 of the Tax Code, "Qualifying job" means a permanent full-time job that:

- (A) requires at least 1,600 hours of work a year;
- (B) is not transferred from one area in this state to another area in this state;
- (C) is not created to replace a previous employee;
- (D) is covered by a group health benefit plan for which the business offers to pay at least 80 percent of the premiums or other charges assessed for employee-only coverage under the plan, regardless of whether an employee may voluntarily waive the coverage; and
- (E) pays at least 110 percent of the county average weekly wage for manufacturing jobs in the county where the job is located.

**Board Finding Number 6.**

**The Applicant does not intend to create any non-qualifying jobs.**

For any non-qualifying job the Applicant creates, the Applicant must pay at least the county average wage for all jobs in the county.

**Board Finding Number 7.**

**The revenue gains that will be realized by the school district if the Application is approved will be significant in the long-term, with special reference to revenues used for supporting school district debt.**

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$90 million to the tax base for debt service purposes at the peak investment level for the 2017-18 school year, with the project value expected to depreciate over the course of the agreement. The project remains fully taxable for debt services taxes, with the District levying a \$0.07 per \$100 I&S rate. Under the estimates presented in the school finance analysis, the taxpayers of the District should see long-term benefit from the project in meeting the District's future service needs even with the expected depreciation of the project's taxable value.

**Board Finding Number 9.**

**The effect of the applicant's proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District's facility needs, with current trends suggest little underlying enrollment growth based on the impact of the project.**

The summary of financial impact prepared by Moak, Casey & Associates, Inc., indicates that there will be little to no impact on school facilities created by the new manufacturing project. This finding is confirmed by the TEA evaluation of this project's impact on the number and size of school facilities in the District as stated in **Attachment F**.

**Board Finding Number 10.**

**The Board finds that with the adoption of District Policy CCG (Local), implemented in conformance with both Comptroller and Texas Education Agency Rules governing Chapter 313 Agreements, it has developed a process to verify, either directly or through its consultants, the accuracy and completeness of information in annual eligibility reports and biennial progress reports regarding (1) the reported number of jobs created and (2) the reported amount invested in the property.**

**Board Finding Number 11.**

**The Board of Trustees hired consultants to review and verify the information in the Application. Based upon the consultants' review, the Board has determined that the information provided by the Applicant is true and correct.**

The Board has developed a written policy CCG (Local) which requires, upon the filing of an Application under Tax Code Chapter 313, the retention of consultants in order to verify: (1) that Applicant's information contained in the Application as to existing facts is true and correct; (2) that Applicant's information contained in the Application with respect to projections of future events are commercially reasonable and within the ability of Applicant to execute; (3) that information related to job creation is commercially reasonable and within the ability of Applicant to execute; (4) that Applicant's representations concerning and economic incentives being offered, if any, and (2) the proposed project meets eligibility requirements.

As a part of its verification process the Board notes that the Chapter 313 Application for which these Findings are being made has been submitted by Applicant under oath. Chapter 313 Applications are governmental records under Tex. Penal Code § 37.01(2)(A); as a result, all statements contained therein are representations of fact within the meaning of Tex. Penal Code § 37.01(3). Since Board action upon the adoption of these Findings and the approval of the Chapter 313 Tax Limitation Agreement (**Attachment G**) is an “official proceeding,” a false statement on a Chapter 313 application constitutes perjury under Tex. Penal Code § 37.03.

The Board finds that sworn statements are routinely used as an acceptable verification method for reliance by fact finders in each of the three separate branches of government, including trials.

The consultants have prepared signed statements that the consultants have reviewed and verified the contents of the Application and have determined that the current statements of fact contained in the Application are true and correct. The Board finds that reliance by the Board and its consultants upon verified statements of the Applicant, especially as to Applicant’s future intentions which cannot be objectively verified is reasonable and within the intent of Chapter 313, Texas Tax Code.

**Board Finding Number 12.**

**The Board of Trustees has determined that the Tax Limitation Amount requested by Applicant is currently Thirty Million Dollars, which is consistent with the minimum values currently set out by Tax Code, § 313.054(a).**

The Board finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**), in accordance with Comptroller’s Form 50-286, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.4B of said Agreement. According to the Texas Comptroller of Public Accounts’ School and Appraisal Districts’ Property Value Study 2014 Preliminary Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year,

Attachment E, the total 2013 industrial value for the District is \$499 million. The District is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. The District is classified as a "rural" district due to its population characteristics. Given that the value of industrial property in the District is more than \$200 million, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

**Board Finding Number 13.**

**The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.4B of said Agreement.**

**Board Finding Number 14.**

**The Applicant (Taxpayer Id. 10505324664) is eligible for the limitation on appraised value of qualified property as specified in the Agreement as an active franchise-tax paying entity.**

The Applicant, (Texas Taxpayer Id. 10505324664), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise tax payer by the Comptroller. See **Attachment B**. The Board also finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286 contains all required provisions necessary for the Board to assess the eligibility of any business to which an agreement is transferred, to wit: the requirement that all assignments are amendments to the provision forth in Section 10.4 of said Agreement.

**Board Finding Number 15.**

**The project will be located within an area that is currently designated as a reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code. Should it be required, the District will cooperate with the Applicant in ensuring that the area remains designated as a reinvestment zone through the Final Termination Date of the Agreement.**

**Board Finding Number 16.**

**The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District.**

In support of this finding, the report of Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss in each year the value limitation is in effect without the proposed Agreement. However, with this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. Revenue protection measures are in place for the duration of the Agreement.

**Board Finding Number 17.**

**The Board finds that the methodology and processes for determining Applicant's revenue protection payments as are set forth in Article IV of the Chapter 313 Tax Limitation Agreement (Attachment G) comply with Texas Tax Code, Chapter 313.**

**Board Finding Number 18.**

**The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286 contains all required provisions necessary for the Board to assess performance standards and to require periodic deliverables that will enable it to hold businesses accountable for achieving desired results, to wit: the reporting requirements set forth in Article VIII of said Agreement.**

**Board Finding Number 19.**

**The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, is in the form of the template Texas Economic Development Act adopted by the Comptroller. Should a new template be adopted that corrects the broken cross references, clarifies wording and grammatical errors, and corrects contractual ambiguities not acceptable to either party, the Board finds that it would be in the District's best interest to agree to amend the Agreement.**

**Board Finding Number 20.**

**The Board finds that there are no conflicts of interest at the time of considering the agreement.**

The Board finds that with the adoption of District Policies BBFA and BBFB, both (Legal) and (Local), that it has taken appropriate action to ensure that all District Trustees, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that with the adoption of District Policies DBD, DGA, and DH BBFB, both (Legal) and (Local) that it has taken appropriate action to ensure that all District employees and/or consultants, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that that no non-disclosed conflicts of interest exist as to the Application for which these Findings are being made, as of the time of action on these Findings. In addition, the District should ensure that disclosure occurs at the meeting at which the school board will vote on the business's application.

**Board Finding Number 21.**

**The Board finds that it has directed that a link on its Web site to the Comptroller's Office's Web site where appraisal limitation related documents are made available to the public.**

**Board Finding Number 22.**

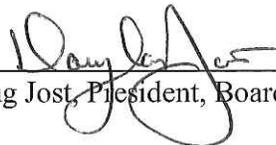
**Considering the purpose and effect of the law and the terms of the Agreement, that it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.**

It is therefore ORDERED that the Agreement attached hereto as **Attachment G** is approved and hereby authorized to be executed and delivered by and on behalf of the District. It is further ORDERED that these findings and the Attachments referred to herein be attached to the Official Minutes of this meeting, and maintained in the permanent records of the Board of Trustees of the District.

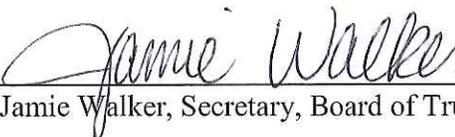
It is further ORDERED that upon the issuance by the Comptroller's Office of a new Form 50-286 that the Board, in accordance with Comptroller rules and new form 50-286, will consider an amendment to Attachment G upon the request of Applicant or District staff.

Dated the 20<sup>th</sup> day of April 2015.

GLASSCOCK COUNTY INDEPENDENT SCHOOL DISTRICT

By:   
Doug Jost, President, Board of Trustees

ATTEST:

By:   
Jamie Walker, Secretary, Board of Trustees



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

February 24, 2015

President and Members  
Board of Trustees  
Glasscock County Independent School District  
P.O. Box 9  
Garden City, Texas 79739

*Re: Recommendations and Findings of the firm Concerning Application of ETC Texas Pipeline LTD for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes*

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Glasscock County Independent School District, with respect to the pending Application of ETC Texas Pipeline LTD for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate revenue protection provisions to protect the interests of the District.

As a result of the foregoing it is our recommendation that the Board of Trustees approve the Application of ETC Texas Pipeline LTD for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Casey".

Daniel T. Casey

[www.moakcasey.com](http://www.moakcasey.com)

Phone 512-485-7878

400 W. 15<sup>th</sup> Street★Suite 1410★Austin, TX 78701-1648

Fax 512-485-7888

# O'HANLON, MCCOLLOM & DEMERATH

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AUSTIN, TEXAS 78701  
TELEPHONE: (512) 494-9949  
FACSIMILE: (512) 494-9919

**KEVIN O'HANLON**  
CERTIFIED, CIVIL APPELLATE  
CERTIFIED, CIVIL TRIAL

**LESLIE MCCOLLOM**  
CERTIFIED, CIVIL APPELLATE  
CERTIFIED, LABOR AND EMPLOYMENT  
TEXAS BOARD OF LEGAL SPECIALIZATION

**JUSTIN DEMERATH**

February 24, 2015

President and Members  
Of the Board of Trustees  
Glasscock County Independent School District  
P.O. Box 9  
Garden City, Texas 79739

*Re: Recommendations and Findings of the Firm Concerning Application of ETC Texas Pipeline LTD for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, first qualifying year 2016*

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Alpine Independent School District, with respect to the pending Application of ETC Texas Pipeline LTD for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, to be effected by an agreement with a first qualifying time year of 2016. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and ETC Texas Pipeline LTD. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.

4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate legal provisions so as to protect the interests of the District.

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of ETC Texas Pipeline LTD for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Hanlon", written in a cursive style.

Kevin O'Hanlon  
For the Firm

Attachment A

Application

October 1<sup>st</sup>, 2014

Glasscock Independent School District  
Mr. Thomas Weeaks  
Superintendent  
PO BOX 9  
Garden City, TX 79739

**RE: Application for Section 313 – Value Limitation Agreement**

ETC Texas Pipeline, LTD is considering plans to build a cryogenic gas facility for the manufacture of industrial gases in Glasscock County, within the Glasscock Independent School District. This will be a 200 mmcf/d gas processing plant. The estimated investment for this project will be approximately \$105mm with estimated completion in 2016.

The positive economic impact stretches beyond the investment by providing a number of jobs during the construction phase, and at least 4 full time local jobs once construction is complete.

ETC Texas Pipeline, LTD is committed to the growth and welfare of the community. We believe our investment in Glasscock County affirms our dedication to maintaining a considerable presence in the area.

Attached is our application for property tax limitation. We respectfully request this 10 year limitation under The Appraised Value Limitation on Qualified Property (Chapter 313 of the Texas Tax Code). Please feel free to contact me if you have any questions. I can be reached via telephone 469-298-1594 or by email [mfry@keatax.com](mailto:mfry@keatax.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Fry", written in a cursive style.

Mike Fry

---

# **TAB 01**

**Application**



# Application for Appraised Value Limitation on Qualified Property (Tax Code, Chapter 313, Subchapter B or C)

Economic Development  
and Analysis  
**Form 50-296-A**

**INSTRUCTIONS:** This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
  - the date on which the school district received the application;
  - the date the school district determined that the application was complete;
  - the date the school board decided to consider the application; and
  - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application not later than the 150th day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at [www.texasahead.org/tax\\_programs/chapter313/](http://www.texasahead.org/tax_programs/chapter313/). There are links to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

## SECTION 1: School District Information

### 1. Authorized School District Representative

10-13-14

Date Application Received by District

Thomas

Weeaks

First Name

Last Name

Superintendent

Title

Glasscock Independent School District

School District Name

PO BOX 9

Street Address

PO BOX 9

Mailing Address

Garden City

TX

79739

City

State

ZIP

(432) 351-2230

(432) 351-2503

Phone Number

Fax Number

tweeaks@gckats.net

Mobile Number (optional)

Email Address

2. Does the district authorize the consultant to provide and obtain information related to this application?  Yes  No

**SECTION 1: School District Information (continued)**

**3. Authorized School District Consultant (If Applicable)**

**Bob** **Popinski**  
First Name Last Name  
**Consultant**  
Title  
**Moak, Casey & Associates**  
Firm Name  
**(512) 485-7878** **(512) 485-7888**  
Phone Number Fax Number  
Mobile Number (optional) **bpopinski@moakcasey.com; mhanley@808west.com**  
Email Address

4. On what date did the district determine this application complete? ..... **10-21-14**
5. Has the district determined that the electronic copy and hard copy are identical? .....  Yes  No

**SECTION 2: Applicant Information**

**1. Authorized Company Representative (Applicant)**

**Megan** **McKavanagh**  
First Name Last Name  
**Property Tax Manager** **Energy Transfer Partners, L.P.**  
Title Organization  
**800 E. Sonterra Blvd., Suite 400**  
Street Address  
**800 E. Sonterra Blvd., Suite 400**  
Mailing Address  
**San Antonio** **Texas** **78258-3941**  
City State ZIP  
**210-572-0457** **210-403-6664**  
Phone Number Fax Number  
Mobile Number (optional) **megan.mckavanagh@energytransfer.com**  
Business Email Address

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? .....  Yes  No
- 2a. If yes, please fill out contact information for that person.

First Name Last Name  
Title Organization  
Street Address  
Mailing Address  
City State ZIP  
Phone Number Fax Number  
Mobile Number (optional) Business Email Address

3. Does the applicant authorize the consultant to provide and obtain information related to this application? .....  Yes  No

Application for Appraised Value Limitation on Qualified Property



SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

Mike Fry
First Name Last Name
Authorized Agent
Title
K E Andrews 1900 Dalrock Road; Rowlett, Texas 75088
Firm Name
469-298-1594 469-298-1619
Phone Number Fax Number
mfry@keatax.com
Business Email Address

SECTION 3: Fees and Payments

- 1. Has an application fee been paid to the school district? [X] Yes [ ] No
The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.
1a. If yes, attach in Tab 2 proof of application fee paid to the school district.
For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.
2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? [ ] Yes [X] No [ ] N/A
3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? [ ] Yes [X] No [ ] N/A

SECTION 4: Business Applicant Information

- 1. What is the legal name of the applicant under which this application is made? ETC Texas Pipeline, LTD
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 10505324664
3. List the NAICS code 325110
4. Is the applicant a party to any other pending or active Chapter 313 agreements? [X] Yes [ ] No
4a. If yes, please list application number, name of school district and year of agreement
Ganado ISD #225, Glasscock ISD #379, Kenedy ISD #234; Another Application filed to Kenedy ISD.

SECTION 5: Applicant Business Structure

- 1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Texas Limited Partnership
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? [X] Yes [ ] No
2a. If yes, attach in Tab 3 a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.
3. Is the applicant current on all tax payments due to the State of Texas? [X] Yes [ ] No
4. Are all applicant members of the combined group current on all tax payments due to the State of Texas? [X] Yes [ ] No [ ] N/A
5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in Tab 3)

[Empty box for explanation of tax payment status]

**SECTION 6: Eligibility Under Tax Code Chapter 313.024**

1. Are you an entity subject to the tax under Tax Code, Chapter 171?  Yes  No
2. The property will be used for one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
  - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051  Yes  No
3. Are you requesting that any of the land be classified as qualified investment?  Yes  No
4. Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
5. Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
6. Are you including property that is owned by a person other than the applicant?  Yes  No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

**SECTION 7: Project Description**

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:
 

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements ( <i>complete Section 13</i> )
<input type="checkbox"/> Expansion of existing operation on the land ( <i>complete Section 13</i> )	<input type="checkbox"/> Relocation within Texas

**SECTION 8: Limitation as Determining Factor**

1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No
3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No
7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

**Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.**

# Application for Appraised Value Limitation on Qualified Property



## SECTION 9: Projected Timeline

1. Application approval by school board ..... February 2015
2. Commencement of construction ..... July 2015
3. Beginning of qualifying time period ..... January 2016
4. First year of limitation ..... 2016
5. Begin hiring new employees ..... August 2015
6. Commencement of commercial operations ..... January 2016
7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? .....  Yes  No  
**Note:** Improvements made before that time may not be considered qualified property.
8. When do you anticipate the new buildings or improvements will be placed in service? ..... 2016

## SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Glasscock County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Glasscock County CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? .....  Yes  No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:  
 County: Glasscock County, .2400 -100% City: \_\_\_\_\_  
(Name, tax rate and percent of project) (Name, tax rate and percent of project)  
 Hospital District: \_\_\_\_\_ Water District: Glasscock Ground Water, .007076 - 100%  
(Name, tax rate and percent of project) (Name, tax rate and percent of project)  
 Other (describe): Glasscock ISD, 1.10190 - 100% Other (describe): \_\_\_\_\_  
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
5. Is the project located entirely within the ISD listed in Section 1? .....  Yes  No  
 5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? .....  Yes  No  
 6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

## SECTION 11: Investment

**NOTE:** The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at [www.texasahead.org/tax\\_programs/chapter313/](http://www.texasahead.org/tax_programs/chapter313/).

1. At the time of application, what is the estimated minimum qualified investment required for this school district? ..... 30,000,000.00
2. What is the amount of appraised value limitation for which you are applying? ..... 30,000,000.00  
**Note:** The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? .....  Yes  No
4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
  - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
  - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
  - c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (**Tab 11**).
5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? .....  Yes  No

**SECTION 12: Qualified Property**

1. Attach a detailed description of the qualified property. [See §313.021(2)] (If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
  - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 8);
  - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (Tab 8); and
  - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (Tab 11).
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)?  Yes  No
  - 2a. If yes, attach complete documentation including:
    - a. legal description of the land (Tab 9);
    - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
    - c. owner (Tab 9);
    - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
    - e. a detailed map showing the location of the land with vicinity map (Tab 11).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303?  Yes  No
  - 3a. If yes, attach the applicable supporting documentation:
    - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (Tab 16);
    - b. legal description of reinvestment zone (Tab 16);
    - c. order, resolution or ordinance establishing the reinvestment zone (Tab 16);
    - d. guidelines and criteria for creating the zone (Tab 16); and
    - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (Tab 11)
  - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? .....

**SECTION 13: Information on Property Not Eligible to Become Qualified Property**

1. In Tab 10, attach a specific and detailed description of all **existing property**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all **proposed new property that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in Tab 10:
  - a. maps and/or detailed site plan;
  - b. surveys;
  - c. appraisal district values and parcel numbers;
  - d. inventory lists;
  - e. existing and proposed property lists;
  - f. model and serial numbers of existing property; or
  - g. other information of sufficient detail and description.
4. Total estimated market value of existing property (that property described in response to question 1): ..... \$ 0.00
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property (that property described in response to question 2): ..... \$ 0.00

**Note:** Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.

# Application for Appraised Value Limitation on Qualified Property

## SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? ..... 0
2. What is the last complete calendar quarter before application review start date:  
 First Quarter     Second Quarter     Third Quarter     Fourth Quarter of 2014  
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? ..... 0  
**Note:** For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? ..... 10
5. What is the number of new non-qualifying jobs you are estimating you will create? ..... 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? .....  Yes     No  
 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
  - a. Average weekly wage for all jobs (all industries) in the county is ..... 690.25
  - b. 110% of the average weekly wage for manufacturing jobs in the county is ..... N/a
  - c. 110% of the average weekly wage for manufacturing jobs in the region is ..... 1,344.20
8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? .....  §313.021(5)(A) or  §313.021(5)(B)
9. What is the minimum required annual wage for each qualifying job based on the qualified property? ..... 52,364.40
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? ..... 52,364.40
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? .....  Yes     No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? .....  Yes     No  
 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? .....  Yes     No  
 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

## SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

Application for Appraised Value Limitation on Qualified Property

**SECTION 16: Authorized Signatures and Applicant Certification**

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

**1. Authorized School District Representative Signature**

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here Tom Weeaks  
Print Name (Authorized School District Representative)

Superintendent  
Title

sign here Tom Weeaks  
Signature (Authorized School District Representative)

10/13/2014  
Date

**2. Authorized Company Representative (Applicant) Signature and Notarization**

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

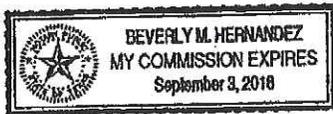
I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here Megan McKavanagh  
Print Name (Authorized Company Representative (Applicant))

Property Tax Manager  
Title

sign here Megan McKavanagh  
Signature (Authorized Company Representative (Applicant))

10-6-2014  
Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

6 day of October, 2014  
Beverly M. Hernandez  
Notary Public in and for the State of Texas  
My Commission expires: 9.3.2018

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

# Application for Appraised Value Limitation on Qualified Property



## APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	<p>Maps that clearly show:</p> <ul style="list-style-type: none"> <li>a) Project vicinity</li> <li>b) Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period</li> <li>c) Qualified property including location of new buildings or new improvements</li> <li>d) Existing property</li> <li>e) Land location within vicinity map</li> <li>f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size</li> </ul> <p><b>Note:</b> Electronic maps should be high resolution files. Include map legends/markers.</p>
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of three possible wage requirements with TWC documentation
14	Schedules A1, A2, B, C and D completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	<p>Description of Reinvestment or Enterprise Zone, including:</p> <ul style="list-style-type: none"> <li>a) evidence that the area qualifies as a enterprise zone as defined by the Governor's Office</li> <li>b) legal description of reinvestment zone*</li> <li>c) order, resolution or ordinance establishing the reinvestment zone*</li> <li>d) guidelines and criteria for creating the zone*</li> </ul> <p><b>* To be submitted with application or before date of final application approval by school board</b></p>
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>

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## **TAB 02**

Proof of Payment of Application Fee

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## **TAB 03**

Documentation of Combined Group Membership

**Texas Franchise Tax Extension Affiliate List**

■ Tcode 13298

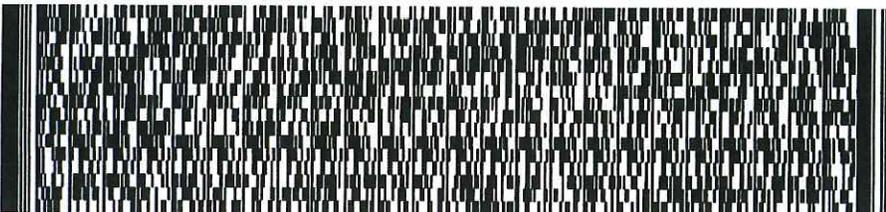
■ Reporting entity taxpayer number 10505324730	■ Report year 2014	Reporting entity taxpayer name ETC MARKETING, LTD.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENERGY TRANSFER EQUITY, LP	13001088205	■ <input type="checkbox"/>
2. ENERGY TRANSFER PARTNERS, LLC	32009602965	■ <input type="checkbox"/>
3. ENERGY TRANSFER PARTNERS GP, LP	32035928947	■ <input type="checkbox"/>
4. ENERGY TRANSFER PARTNERS, LP	17314939061	■ <input type="checkbox"/>
5. ETE GP ACQUIRER LLC	272663248	■ <input type="checkbox"/>
6. ETE SERVICES COMPANY LLC	273230732	■ <input checked="" type="checkbox"/>
7. ETE SIGMA HOLDCO, LLC	461111404	■ <input checked="" type="checkbox"/>
8. REGENCY GP LLC	32018740400	■ <input type="checkbox"/>
9. REGENCY EMPLOYEES MGMT. HOLDINGS LLC	263818780	■ <input checked="" type="checkbox"/>
10. REGENCY EMPLOYEES MANAGEMENT LLC	32038474832	■ <input type="checkbox"/>
11. ETP HOLDCO CORPORATION	383880445	■ <input checked="" type="checkbox"/>
12. ENERGY TRANSFER EMPLOYEE MGMT COMPANY	32048668597	■ <input type="checkbox"/>
13. HERITAGE HOLDINGS INC	17313421426	■ <input checked="" type="checkbox"/>
14. ETE HOLDCO CORPORATION	461476872	■ <input checked="" type="checkbox"/>
15. SUNOCO PARTNERS LLC	12330968384	■ <input type="checkbox"/>
16. HERITAGE ETC GP, LLC	262124572	■ <input checked="" type="checkbox"/>
17. CITRUS ETP FINANCE, LLC	000000000	■ <input checked="" type="checkbox"/>
18. ETC INTRASTATE PROCUREMENT CO., LLC	32040816962	■ <input type="checkbox"/>
19. ETC LION PIPELINE LLC	000000000	■ <input checked="" type="checkbox"/>
20. ENERGY TRANSFER DUTCH HOLDINGS, LLC	000000000	■ <input checked="" type="checkbox"/>
21. LA GP, LLC	32008328398	■ <input type="checkbox"/>

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**Texas Comptroller Official Use Only**



VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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Texas Franchise Tax Extension Affiliate List

■ Tcode 13298

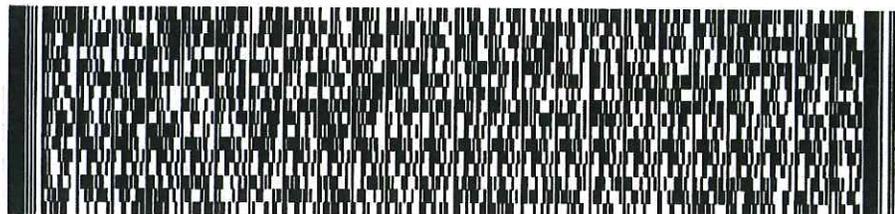
■ Reporting entity taxpayer number 10505324730	■ Report year 2014	Reporting entity taxpayer name ETC MARKETING, LTD.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. LA GRANGE ACQUISITION, LP	12700301844	■ <input type="checkbox"/>
2. FIVE DAWACO, LLC	17526696723	■ <input type="checkbox"/>
3. ETE COMMON HOLDINGS MEMBER, LLC	462638935	■ <input checked="" type="checkbox"/>
4. ETE COMMON HOLDINGS, LLC	462641009	■ <input checked="" type="checkbox"/>
5. TETC, LLC	30119878707	■ <input type="checkbox"/>
6. TEXAS ENERGY TRANSFER COMPANY, LTD	17527147759	■ <input type="checkbox"/>
7. LG PL, LLC	32008328323	■ <input type="checkbox"/>
8. LGM, LLC	32008328273	■ <input type="checkbox"/>
9. ENERGY TRANSFER FUEL, LP	12010879950	■ <input type="checkbox"/>
10. ENERGY TRANSFER FUEL GP, LLC	12010879372	■ <input type="checkbox"/>
11. ET COMPANY I, LTD	32036355710	■ <input type="checkbox"/>
12. CHALKLEY GATHERING COMPANY, LLC	32036317132	■ <input type="checkbox"/>
13. WHISKEY BAY GATHERING COMPANY, LLC	17527494011	■ <input type="checkbox"/>
14. WHISKEY BAY GAS COMPANY, LTD	32036293242	■ <input type="checkbox"/>
15. ETC TEXAS PIPELINE, LTD	10505324664	■ <input type="checkbox"/>
16. ETC KATY PIPELINE, LTD	12005806695	■ <input type="checkbox"/>
17. ETC NEW MEXICO PIPELINE, LP	208345958	■ <input checked="" type="checkbox"/>
18. TEXAS ENERGY TRANSFER POWER, LLC	32039219558	■ <input type="checkbox"/>
19. ENERGY TRANSFER RETAIL POWER, LLC	32037649350	■ <input type="checkbox"/>
20. ETC HYDROCARBONS, LLC	32043825002	■ <input type="checkbox"/>
21. ETC GATHERING, LLC	32042275977	■ <input type="checkbox"/>

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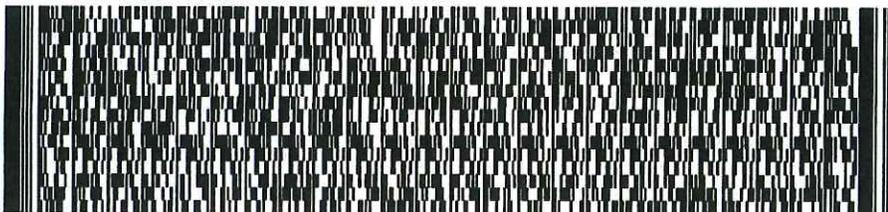
■ Reporting entity taxpayer number 10505324730	■ Report year 2014	Reporting entity taxpayer name ETC MARKETING, LTD.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ETC NGL TRANSPORT, LLC	32043050544	<input type="checkbox"/>
2. ETC NGL MARKETING, LLC	32045171223	<input type="checkbox"/>
3. RICH EAGLEFORD MAINLINE, LLC	32045737890	<input type="checkbox"/>
4. ETC NORTHEAST PIPELINE, LLC	262863396	<input checked="" type="checkbox"/>
5. ETC WATER SOLUTIONS, LLC	271023172	<input checked="" type="checkbox"/>
6. ETC ENDURE ENERGY LLC	32039110427	<input type="checkbox"/>
7. ETC PROLIANCE ENERGY, LLC	463009946	<input checked="" type="checkbox"/>
8. ETC OASIS GP, LLC	32008328356	<input type="checkbox"/>
9. OASIS PIPE LINE, LP	32035638421	<input type="checkbox"/>
10. OASIS PIPE LINE COMPANY	741697911	<input checked="" type="checkbox"/>
11. OASIS PIPE LINE FINANCE COMPANY	17602901427	<input type="checkbox"/>
12. OASIS PARTNER COMPANY	742805537	<input checked="" type="checkbox"/>
13. OASIS PIPE LINE MANAGEMENT COMPANY	17605227754	<input type="checkbox"/>
14. OASIS PIPE LINE COMPANY TEXAS, LP	17605226418	<input type="checkbox"/>
15. HPL HOLDINGS GP, LLC	202218475	<input checked="" type="checkbox"/>
16. HPL HOUSTON PIPE LINE COMPANY, LLC	17109357339	<input type="checkbox"/>
17. HPL GP, LLC	32003574913	<input type="checkbox"/>
18. HPL STORAGE GP, LLC	32016552815	<input type="checkbox"/>
19. HPL ASSET HOLDINGS, LP	17317253676	<input type="checkbox"/>
20. HPL LEASECO, LP	32035468332	<input type="checkbox"/>
21. HOUSTON PIPE LINE COMPANY, LP	15223344779	<input type="checkbox"/>

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### Texas Franchise Tax Extension Affiliate List

■ Tcode 13298

■ Reporting entity taxpayer number

■ Report year

Reporting entity taxpayer name

10505324730

2014

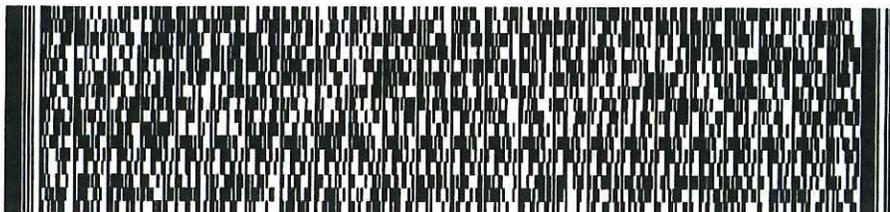
ETC MARKETING, LTD.

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENERGY TRANSFER INTL. HOLDINGS, LLC	12624625161	■ <input type="checkbox"/>
2. ENERGY TRANSFER PERU, LLC	12624628009	■ <input type="checkbox"/>
3. ENERGY TRANSFER MEXICANA, LLC	12087711433	■ <input type="checkbox"/>
4. ETC COMPRESSION, LLC	32040668116	■ <input type="checkbox"/>
5. SEC ENERGY PRODUCTS & SERVICES, LP	13836859648	■ <input type="checkbox"/>
6. SEC-EP REALTY, LTD	13201661884	■ <input type="checkbox"/>
7. SEC GENERAL HOLDINGS, LLC	13836859630	■ <input type="checkbox"/>
8. ENERGY TRANSFER GROUP, LLC	17526185495	■ <input type="checkbox"/>
9. ETC ENERGY TRANSFER LLC	32042539679	■ <input type="checkbox"/>
10. ENERGY TRANSFER TECHNOLOGIES, LTD	32035797276	■ <input type="checkbox"/>
11. SEC ENERGY REALTY GP, LLC	32016638887	■ <input type="checkbox"/>
12. ENERGY TRANSFER INTERSTATE HOLDINGS	12084575013	■ <input type="checkbox"/>
13. ETC MIDCONTINENT EXPR. PIPELINE, LLC	12084815997	■ <input type="checkbox"/>
14. TRANSWESTERN PIPELINE COMPANY, LLC	17412947958	■ <input type="checkbox"/>
15. ETC FAYETTEVILLE EXPR. PIPELINE, LLC	12628633435	■ <input type="checkbox"/>
16. ETC FAYETTEVILLE OPERATING CO., LLC	12644128402	■ <input type="checkbox"/>
17. ETC TIGER PIPELINE, LLC	32038207166	■ <input type="checkbox"/>
18. ETC INTERSTATE PROCUREMENT CO., LLC	32040285424	■ <input type="checkbox"/>
19. CROSSCOUNTRY ENERGY LLC	200410913	■ <input checked="" type="checkbox"/>
20. CROSSCOUNTRY ALASKA, LLC	000000000	■ <input checked="" type="checkbox"/>
21. CROSSCOUNTRY CITRUS, LLC	200273331	■ <input checked="" type="checkbox"/>

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VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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### Texas Franchise Tax Extension Affiliate List

■ Tcode 13298

■ Reporting entity taxpayer number 10505324730	■ Report year 2014	Reporting entity taxpayer name ETC MARKETING, LTD.
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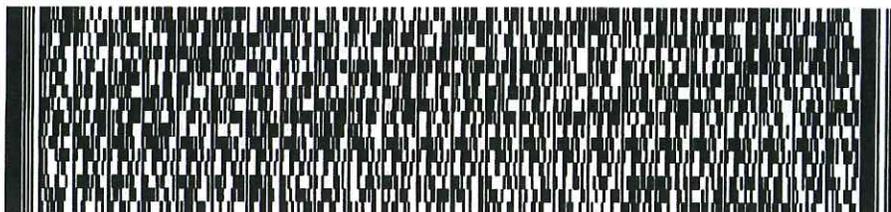
LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ETC M A ACQUISITION LLC	300794569	<input checked="" type="checkbox"/>
2. LONE STAR NGL LLC	32043877136	<input type="checkbox"/>
3. LONE STAR NGL ASSET HOLDINGS LLC	32048292661	<input type="checkbox"/>
4. LONE STAR NGL ASSET HOLDINGS II LLC	32044534082	<input type="checkbox"/>
5. LONE STAR NGL ASSET GP LLC	32040707575	<input type="checkbox"/>
6. LONE STAR NGL DEVELOPMENT LP	12025792255	<input type="checkbox"/>
7. LONE STAR NGL PIPELINE LP	12004642067	<input type="checkbox"/>
8. LONE STAR NGL PRODUCT SERVICES LLC	32040502554	<input type="checkbox"/>
9. LONE STAR NGL HATTIESBURG LLC	200784022	<input checked="" type="checkbox"/>
10. LONE STAR NGL MONT BELVIEU GP LLC	32010287475	<input type="checkbox"/>
11. LONE STAR NGL MONT BELVIEU LP	15508151311	<input type="checkbox"/>
12. LONE STAR NGL HASTINGS LLC	32028042987	<input type="checkbox"/>
13. LONE STAR NGL REFINERY SERVICES LLC	32027489684	<input type="checkbox"/>
14. LONE STAR NGL SEA ROBIN LLC	12001184220	<input checked="" type="checkbox"/>
15. LONE STAR NGL FRACTIONATORS LLC	32044534058	<input type="checkbox"/>
16. LONE STAR NGL MARKETING LLC	19008502809	<input type="checkbox"/>
17. ETP NEWCO 1, LLC	452705110	<input checked="" type="checkbox"/>
18. ETP NEWCO 2, LLC	452705184	<input checked="" type="checkbox"/>
19. ETP NEWCO 3, LLC	452705253	<input checked="" type="checkbox"/>
20. ETP NEWCO 4, LLC	452705323	<input checked="" type="checkbox"/>
21. ETP NEWCO 5, LLC	452705382	<input checked="" type="checkbox"/>

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**Texas Franchise Tax Extension Affiliate List**

■ Tcode 13298

■ Reporting entity taxpayer number

■ Report year

Reporting entity taxpayer name

10505324730

2014

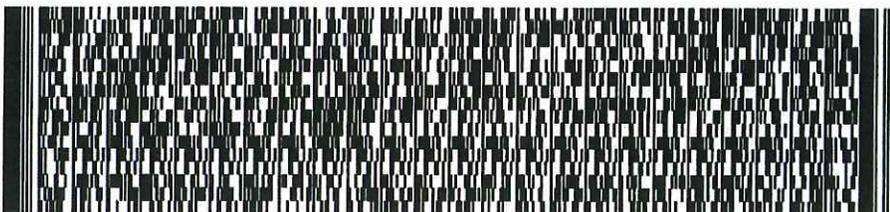
ETC MARKETING, LTD.

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENERGY TRANSFER CRUDE OIL CO., LLC	460990429	<input checked="" type="checkbox"/>
2. ENERGY TRANSFER LNG EXPORT, LLC	461486697	<input checked="" type="checkbox"/>
3. EASTERN GULF CRUDE ACCESS, LLC	32050835142	<input type="checkbox"/>
4. ATLANTIC PETROLEUM (OUT) LLC	233102659	<input checked="" type="checkbox"/>
5. ATLANTIC PETROLEUM CORPORATION	232360187	<input checked="" type="checkbox"/>
6. ATLANTIC PETROLEUM DELAWARE CORP.	260006720	<input checked="" type="checkbox"/>
7. ATLANTIC PIPELINE (OUT) L.P.	32035944472	<input type="checkbox"/>
8. ATLANTIC REFINING & MARKETING CORP.	232360183	<input checked="" type="checkbox"/>
9. SUNOCO, LLC	32052897033	<input type="checkbox"/>
10. EXCEL PIPELINE LLC	364664158	<input checked="" type="checkbox"/>
11. JALISCO CORPORATION	521996257	<input checked="" type="checkbox"/>
12. LESLEY CORPORATION	232269260	<input checked="" type="checkbox"/>
13. LIBRE INSURANCE COMPANY, LTD.	980390343	<input checked="" type="checkbox"/>
14. MASCOT, INC. (MA)	510414753	<input checked="" type="checkbox"/>
15. MID-CONTINENT PIPE LINE (OUT) LLC	12331026612	<input type="checkbox"/>
16. PUERTO RICO SUN OIL COMPANY LLC	986051882	<input checked="" type="checkbox"/>
17. SUN ALTERNATE ENERGY CORPORATION	232376903	<input checked="" type="checkbox"/>
18. SUN ATLANTIC REF. & MARKETING BV INC.	232817087	<input checked="" type="checkbox"/>
19. SUN ATLANTIC REFINING & MARKETING CO.	232523828	<input checked="" type="checkbox"/>
20. SUN CANADA, INC.	232321801	<input checked="" type="checkbox"/>
21. SUN COMPANY, INC.	231891622	<input checked="" type="checkbox"/>

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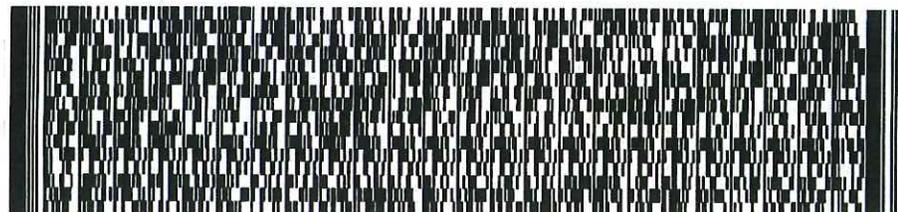
■ Reporting entity taxpayer number 10505324730	■ Report year 2014	Reporting entity taxpayer name ETC MARKETING, LTD.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. SUN COMPANY, INC.	510381984	<input checked="" type="checkbox"/>
2. SUN MEXICO ONE, INC.	232764968	<input checked="" type="checkbox"/>
3. SUN MEXICO TWO, INC.	232764967	<input checked="" type="checkbox"/>
4. SUN OIL COMPANY	12318682379	<input type="checkbox"/>
5. SUN OIL EXPORT COMPANY	231868238	<input checked="" type="checkbox"/>
6. SUN OIL INTERNATIONAL, INC.	231614311	<input checked="" type="checkbox"/>
7. SUN PETROCHEMICALS, INC.	12322759577	<input type="checkbox"/>
8. SUN PIPE LINE COMPANY	12331026539	<input type="checkbox"/>
9. SUN PIPE LINE COMPANY OF DELAWARE LLC	12053835893	<input checked="" type="checkbox"/>
10. SUN PIPE LINE DELAWARE (OUT) LLC	32026944572	<input type="checkbox"/>
11. SUN REFINING AND MARKETING COMPANY	232673653	<input checked="" type="checkbox"/>
12. SUN SERVICES CORPORATION	231983954	<input checked="" type="checkbox"/>
13. SUN TRANSPORT, LLC	330997959	<input checked="" type="checkbox"/>
14. SUN-DEL PIPELINE LLC	421707487	<input checked="" type="checkbox"/>
15. SUN-DEL SERVICES, INC.	232075538	<input checked="" type="checkbox"/>
16. SUNMARKS, LLC	232608837	<input checked="" type="checkbox"/>
17. SUNOCO LOGISTICS PARTNERS GP LLC	233102658	<input checked="" type="checkbox"/>
18. SUNOCO LOGISTICS PARTNERS L.P.	233096839	<input checked="" type="checkbox"/>
19. SUNOCO LOGISTICS PARTNERS OPER GP LLC	12331026604	<input type="checkbox"/>
20. SUNOCO LOGISTICS PARTNERS OPER. LP	233102657	<input checked="" type="checkbox"/>
21. SUNOCO OVERSEAS, INC.	231614275	<input checked="" type="checkbox"/>

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VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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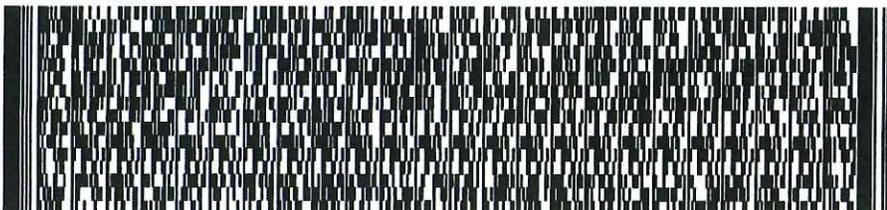
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. SUNOCO PARTNERS BUTANE BLENDING LLC	32040440029	■ <input type="checkbox"/>
2. SUNOCO PRTNRS LEASE ACQ. & MARKETING	12331026547	■ <input type="checkbox"/>
3. SUNOCO PRTNRS MARKETING & TERMINALS	12331026554	■ <input type="checkbox"/>
4. SUNOCO PRTNRS REAL ESTATE ACQ. LLC	454863906	■ <input checked="" type="checkbox"/>
5. SUNOCO PIPELINE ACQUISITION LLC	205036443	■ <input checked="" type="checkbox"/>
6. SUNOCO PIPELINE L.P.	12331026562	■ <input type="checkbox"/>
7. SUNOCO POWER GENERATION LLC	593776575	■ <input checked="" type="checkbox"/>
8. SUNOCO POWER MARKETING, LLC	12328740514	■ <input checked="" type="checkbox"/>
9. SUNOCO RECEIVABLES CORPORATION, INC.	233078207	■ <input checked="" type="checkbox"/>
10. SUNOCO, INC.	231743282	■ <input checked="" type="checkbox"/>
11. SUNOCO, INC. (R&M)	12317432834	■ <input checked="" type="checkbox"/>
12. SUPERFUND MANAGEMENT OPERATIONS LLC	464218026	■ <input checked="" type="checkbox"/>
13. THE NEW CLAYMONT INVESTMENT COMPANY	364721891	■ <input checked="" type="checkbox"/>
14. SOUTHERN UNION COMPANY	17505715924	■ <input type="checkbox"/>
15. SUGAIR AVIATION COMPANY	30118251286	■ <input checked="" type="checkbox"/>
16. P.E.C.-S.O.C. MASSACHUSETTS ACQ.	10504975375	■ <input checked="" type="checkbox"/>
17. SOUTHERN UNION GAS COMPANY	30002759097	■ <input type="checkbox"/>
18. SOUTHERN UNION PANHANDLE, LLC	17427719418	■ <input checked="" type="checkbox"/>
19. SU PIPELINE MANAGEMENT, LP	32038446053	■ <input checked="" type="checkbox"/>
20. ENHANCED SERVICE SYSTEMS, INC.	15104010036	■ <input checked="" type="checkbox"/>
21. ENERGY TRANSFER DATA CENTER, LLC	32045827378	■ <input type="checkbox"/>

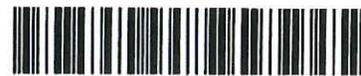
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Texas Franchise Tax Extension Affiliate List

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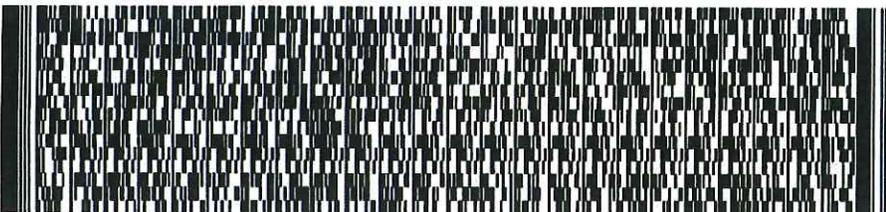
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. PEI POWER CORPORATION	12329335785	<input checked="" type="checkbox"/>
2. CCE ACQUISITION LLC	32038446061	<input checked="" type="checkbox"/>
3. PANHANDLE EASTERN PIPE LINE CO., LP	14403824700	<input type="checkbox"/>
4. PAN GAS STORAGE, LLC	14311734488	<input type="checkbox"/>
5. PANHANDLE ENERGY LNG SERVICES, LLC	12048999408	<input type="checkbox"/>
6. PANHANDLE STORAGE, LLC	17603185608	<input checked="" type="checkbox"/>
7. PANHANDLE HOLDINGS, LLC	32004413939	<input type="checkbox"/>
8. TRUNKLINE GAS COMPANY, LLC	17411038841	<input type="checkbox"/>
9. TRUNKLINE DEEPWATER PIPELINE, LLC	16305715936	<input checked="" type="checkbox"/>
10. TRUNKLINE OFFSHORE PIPELINE, LLC	16310345893	<input checked="" type="checkbox"/>
11. SEA ROBIN PIPELINE COMPANY, LLC	17206544011	<input checked="" type="checkbox"/>
12. TRUNKLINE LNG COMPANY, LLC	17417689613	<input type="checkbox"/>
13. TRUNKLINE FIELD SERVICES, LLC	17605961907	<input checked="" type="checkbox"/>
14. CCE HOLDINGS, LLC	12012750506	<input checked="" type="checkbox"/>
15. NEW ENGLAND GAS APPLIANCE COMPANY	10460444598	<input checked="" type="checkbox"/>
16. RGP WESTEX G&P I LTD	17524680836	<input type="checkbox"/>
17. LEAPARTNERS, LP	17523243248	<input type="checkbox"/>
18. WEST TEXAS GATHERING COMPANY	17509760942	<input type="checkbox"/>
19. RGP WESTEX GATHERING INC.	17524001447	<input type="checkbox"/>
20. MI VIDA GENPAR, LLC	17528264686	<input type="checkbox"/>
21. RGP WESTEX G&P II LTD	32036219262	<input type="checkbox"/>

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request) must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request.

Do not file this form when requesting a second extension.

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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1062

**Texas Franchise Tax Extension Affiliate List**

■ Tcode 13298

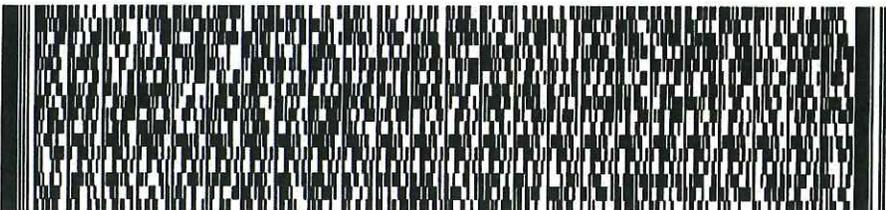
■ Reporting entity taxpayer number 10505324730	■ Report year 2014	Reporting entity taxpayer name ETC MARKETING, LTD.
---	-----------------------	---

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. RGU WEST LLC	12000684733	<input type="checkbox"/>
2. SU GAS SERVICES OPERATING CO., INC.	17429588449	<input type="checkbox"/>
3. RGP MARKETING LLC	32033247514	<input type="checkbox"/>
4. RGP HOLDCO II LLC	13202056050	<input checked="" type="checkbox"/>
5. RGP HOLDCO I LLC	17515185316	<input checked="" type="checkbox"/>
6. TRUNKLINE LNG EXPORT, LLC	32050904450	<input type="checkbox"/>
7. LAKE CHARLES LNG EXPORTS, LLC	462057292	<input checked="" type="checkbox"/>
8. SU HOLDING COMPANY, INC	17429395225	<input checked="" type="checkbox"/>
9. PG ENERGY, INC	240717235	<input checked="" type="checkbox"/>
10. PEPL HOLDINGS, LLC	453343570	<input checked="" type="checkbox"/>
11. SUGS HOLDINGS, LLC	000000000	<input checked="" type="checkbox"/>
12. SUCO LLC	000000000	<input checked="" type="checkbox"/>
13. SUCO LP	000000000	<input checked="" type="checkbox"/>
14. CHEMICAL MANUFACTURING OPERATIONS	464140939	<input checked="" type="checkbox"/>
15. EVERGREEN ASSURANCE, LLC	464117496	<input checked="" type="checkbox"/>
16. EVERGREEN CAPITAL HOLDINGS, LLC	320422059	<input checked="" type="checkbox"/>
17. EVERGREEN RESOURCES GROUP, LLC	464258429	<input checked="" type="checkbox"/>
18. EVERGREEN RESOURCES MGMT OPER. LLC	464248748	<input checked="" type="checkbox"/>
19. EXPLORATION & PRODUCTION OPER. LLC	464143752	<input checked="" type="checkbox"/>
20. LEGACY REFINING OPERATIONS LLC	464154132	<input checked="" type="checkbox"/>
21. MACS RETAIL LLC	541766927	<input checked="" type="checkbox"/>

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**Texas Comptroller Official Use Only**



VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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### Texas Franchise Tax Extension Affiliate List

■ Tcode 13298

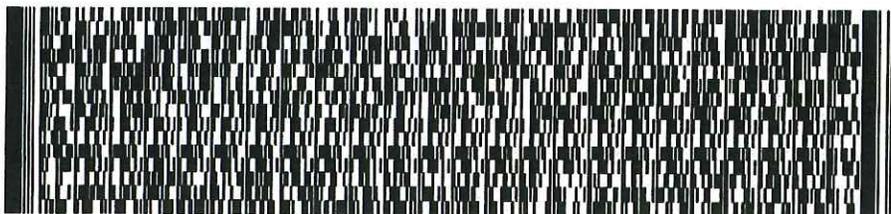
■ Reporting entity taxpayer number 10505324730	■ Report year 2014	Reporting entity taxpayer name ETC MARKETING, LTD.
---	-----------------------	---

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. MARCUS HOOK REFINERY OPERATIONS	464166587	■ <input checked="" type="checkbox"/>
2. MINING OPERATIONS	464173410	■ <input checked="" type="checkbox"/>
3. PHILADELPHIA REFINERY OPERATIONS LLC	464184955	■ <input checked="" type="checkbox"/>
4. PIPELINE OPERATIONS LLC	464194944	■ <input checked="" type="checkbox"/>
5. REAL PROPERTY OPERATIONS LLC	464203578	■ <input checked="" type="checkbox"/>
6. RETAIL/SERVICE STATION OPERATIONS LLC	464207229	■ <input checked="" type="checkbox"/>
7. TERMINAL OPERATIONS LLC	464229079	■ <input checked="" type="checkbox"/>
8. TPL MANAGEMENT OPERATIONS LLC	464240127	■ <input checked="" type="checkbox"/>
9. TRUNKLINE LNG HOLDINGS LLC	17606992869	■ <input type="checkbox"/>
10. HSC ACQUIRER LLC	32052720839	■ <input type="checkbox"/>
11. WESTEX ENERGY LLC	32050370629	■ <input type="checkbox"/>
12. SOUTHSIDE OIL, LLC	541904070	■ <input checked="" type="checkbox"/>
13. MID ATLANTIC CONVENIENCE STORES, LLC	272681601	■ <input checked="" type="checkbox"/>
14.		■ <input type="checkbox"/>
15.		■ <input type="checkbox"/>
16.		■ <input type="checkbox"/>
17.		■ <input type="checkbox"/>
18.		■ <input type="checkbox"/>
19.		■ <input type="checkbox"/>
20.		■ <input type="checkbox"/>
21.		■ <input type="checkbox"/>

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Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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1062

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## **TAB 04**

Detailed Description of Project

**DETAILED PROJECT DESCRIPTION OF QUALIFIED INVESTMENT**  
**GLASSCOCK INDEPENDENT SCHOOL DISTRICT**

**ETC Texas Pipeline, LTD (or "the Company")** is a leading midstream energy company whose primary activities include gathering, treating, processing and transporting natural gas and natural gas liquids to a variety of markets and states. Energy Transfer currently operates over 17,500 miles of pipeline, 3 gas processing plants, 17 gas treating facilities and 10 gas conditioning plants. Locations for these operations included Arizona, New Mexico, Utah, Colorado, Kansas, Oklahoma, Texas, Arkansas and Louisiana.

However, ETC could redirect its expenditures to build plants in other Texas Counties or the following states.

**Kansas**  
**Louisiana**  
**New Mexico**  
**Oklahoma**

**Proposed Project Description**

ETC Texas Pipeline, LTD proposes to build a new 200 mmscf/d Gas Processing Plant in Glasscock CISD/Glasscock County, Texas. Projected timeline for ETC to start construction is July of 2015 and start hiring the new employees in August of 2015. This should allow for completion and commencement of commercial operations to start in January of 2016.

**Cryogenic Natural Gas Processing Plant**

The Rebel II Plant would include the installation of a refrigerated cryogenic gas plant. If completed, the Rebel II Gas Processing Plant will be designed to process 200mmcf/d of gas and would include the following components, providing long-term processing, compression and residue gas takeaway:

- Buildings, Foundations, Inlet Separator, Amine Unit, Boilers, Heat Exchangers, Natural Gas/Air/H<sub>2</sub>O Piping, Control
- Valves, Dehydration Units, Knock Out Drums, Slug Catcher, Compressors, Vessels, Heat Exchanger, SCADA plus Controls.
- ENVIRONMENTAL: (A) Flare-Stack, Scrubber, Leak Detection; (L) Liners, Containment.

---

## **TAB 05**

Limitation as Determining Factor

**Limitation is a Determining as a Factor:**

Energy Transfer is a leading midstream energy company whose primary activities include gathering, treating, processing and transporting natural gas and natural gas liquids to a variety of markets and states. Energy Transfer currently operates over 17,500 miles of pipeline, 3 gas processing plants, 17 gas treating facilities and 10 gas conditioning plants. Locations for these operations included Arizona, New Mexico, Utah, Colorado, Kansas, Oklahoma, Texas, Arkansas and Louisiana.

Energy Transfer's pipeline footprint provides substantial flexibility in where future facilities or investments may be located. Capital investments are allocated to projects and locations based on expected economic return and property tax liabilities can make up a substantial ongoing cost of operation. See economic model showing business value with and without 313 Limitation Agreement and 312 Abatements.

---

**TAB 06**

**N/A**

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**TAB 07**

**DETAILED PROJECT DESCRIPTION OF QUALIFIED INVESTMENT**  
**GLASSCOCK INDEPENDENT SCHOOL DISTRICT**

**ETC Texas Pipeline, LTD (or "the Company")** is a leading midstream energy company whose primary activities include gathering, treating, processing and transporting natural gas and natural gas liquids to a variety of markets and states. Energy Transfer currently operates over 17,500 miles of pipeline, 3 gas processing plants, 17 gas treating facilities and 10 gas conditioning plants. Locations for these operations included Arizona, New Mexico, Utah, Colorado, Kansas, Oklahoma, Texas, Arkansas and Louisiana.

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**New Mexico**  
**Oklahoma**

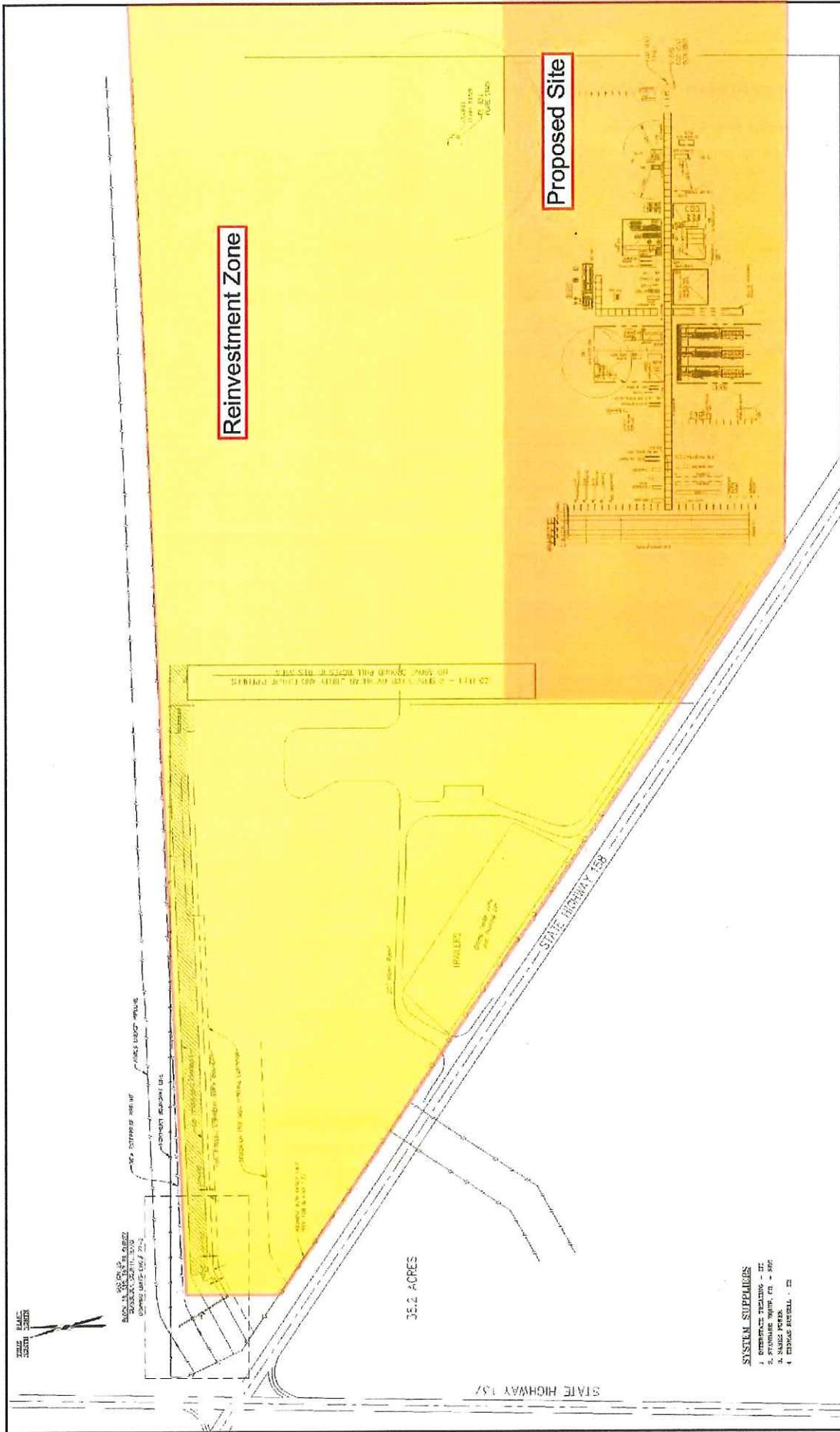
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- Valves, Dehydration Units, Knock Out Drums, Slug Catcher, Compressors, Vessels, Heat Exchanger, SCADA plus Controls.
- ENVIRONMENTAL: (A) Flare-Stack, Scrubber, Leak Detection; (L) Liners, Containment.



NO.	REV.	DATE	DESCRIPTION	BY	CHKD.	APP'D.
1	01	01/15/2017	ISSUED FOR PERMITTING			
2	02	02/15/2017	REVISED PER COMMENTS			
3	03	03/15/2017	REVISED PER COMMENTS			
4	04	04/15/2017	REVISED PER COMMENTS			
5	05	05/15/2017	REVISED PER COMMENTS			
6	06	06/15/2017	REVISED PER COMMENTS			
7	07	07/15/2017	REVISED PER COMMENTS			
8	08	08/15/2017	REVISED PER COMMENTS			
9	09	09/15/2017	REVISED PER COMMENTS			
10	10	10/15/2017	REVISED PER COMMENTS			
11	11	11/15/2017	REVISED PER COMMENTS			
12	12	12/15/2017	REVISED PER COMMENTS			
13	13	01/15/2018	REVISED PER COMMENTS			
14	14	02/15/2018	REVISED PER COMMENTS			
15	15	03/15/2018	REVISED PER COMMENTS			
16	16	04/15/2018	REVISED PER COMMENTS			
17	17	05/15/2018	REVISED PER COMMENTS			
18	18	06/15/2018	REVISED PER COMMENTS			
19	19	07/15/2018	REVISED PER COMMENTS			
20	20	08/15/2018	REVISED PER COMMENTS			
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36	36	12/15/2019	REVISED PER COMMENTS			
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96	96	12/15/2024	REVISED PER COMMENTS			
97	97	01/15/2025	REVISED PER COMMENTS			
98	98	02/15/2025	REVISED PER COMMENTS			
99	99	03/15/2025	REVISED PER COMMENTS			
100	100	04/15/2025	REVISED PER COMMENTS			

**OPTIMIZED PROCESS DESIGNS**  
 ENGINEERS AND CONSTRUCTORS  
 KATY, TEXAS  
 WWW.OPD.COM  
 P.O. BOX 377960  
 SAN ANTONIO, TEXAS 78237-0377  
 ENERGY TRANSFER



OVERALL PLOT PLAN  
 REEL GAS PLANT  
 TEXAS  
 13057-0377

---

## **TAB 08**

Please refer to Tab 07

---

## **TAB 09**

Description of Land

## Property Account Detail

GLASSCOCK COUNTY APPRAISAL DISTRICT  
 Date Updated: Wednesday, October 01, 2014

Appraisal Year: 2014  
 Account Number: 0400-00015-00000-00 (1525-1/28243)

	Owner Info		Account Info
<b>Owner Name</b>	TEXAS PACIFIC LAND TRUST	<b>Deed Date</b>	
<b>Mailing Address</b>	SUITE 2770 1700 PACIFIC AVENUE DALLAS TX 75201-0000	<b>Owner Percentage</b>	100.0%
<b>Situs Address</b>		<b>Exemptions</b>	
<b>Legal Description</b>	AB 403 SEC 25 BLK 36-3S T & P BLK/TRACT 36-3S T & P 619 ACRES	<b>Last Date To Protest</b>	6/9/2014

### Property Value Information

<b>Land</b>	136,180
<b>Improvements</b>	
<b>Personal</b>	
<b>Mineral</b>	
<b>Market Value</b>	136,180
<b>Ag Market</b>	136,180
<b>Ag Productivity</b>	6,190
<b>Timber Market</b>	
<b>Timber Productivity</b>	
<b>Productivity Loss</b>	129,990
<b>Homesite Cap Loss</b>	
<b>Appraised Value</b>	6,190

### Current Year Jurisdiction Values

Code	Jurisdiction	Appraised	Exemptions	Taxable
CAD	CAD	6,190		6,190
CGXX	GLASSCOCK COUNTY	6,190		6,190
SG	GLASSCOCK COUNTY	6,190		6,190
WG	GLASSCOCK GCD	6,190		6,190



## Special Warranty Deed No. 9062

THIS INDENTURE made and entered into this 20th day of September, 2013, by and between MAURICE MEYER III, of the County of Palm Beach, State of Florida, JOHN R. NORRIS III, of the County of Dallas, State of Texas, and JAMES K. NORWOOD, of the County of Tarrant, State of Texas, acting as the duly elected Trustees of Texas Pacific Land Trust, herein called Grantors, and ETC TEXAS PIPELINE, LTD., a Texas limited partnership, 1300 Main St., Houston, Texas 77002, of the County of Harris, State of Texas, Grantee,

WITNESSETH, that said Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to them in hand paid by said Grantee, the receipt of which is hereby acknowledged, and subject to the reservation and exception hereinafter expressed, have granted, bargained and sold, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto the said ETC TEXAS PIPELINE, LTD., a Texas limited partnership, and to its heirs, successors and assigns forever, all that certain tract or parcel of land, in which land The Texas and Pacific Railway Company is the original grantee, situated in the County of Glasscock, State of Texas, known and described as follows, to-wit:

113.30 acres out of the Northwest corner of Section 25, Township 3-South, Block 36, Abstract No. 403, Certificate No. 2770, State Patent No. 556, Volume No. 101, T&P Ry. Co. Survey, more or less, and more particularly described on the attached survey.

---

## **TAB 10**

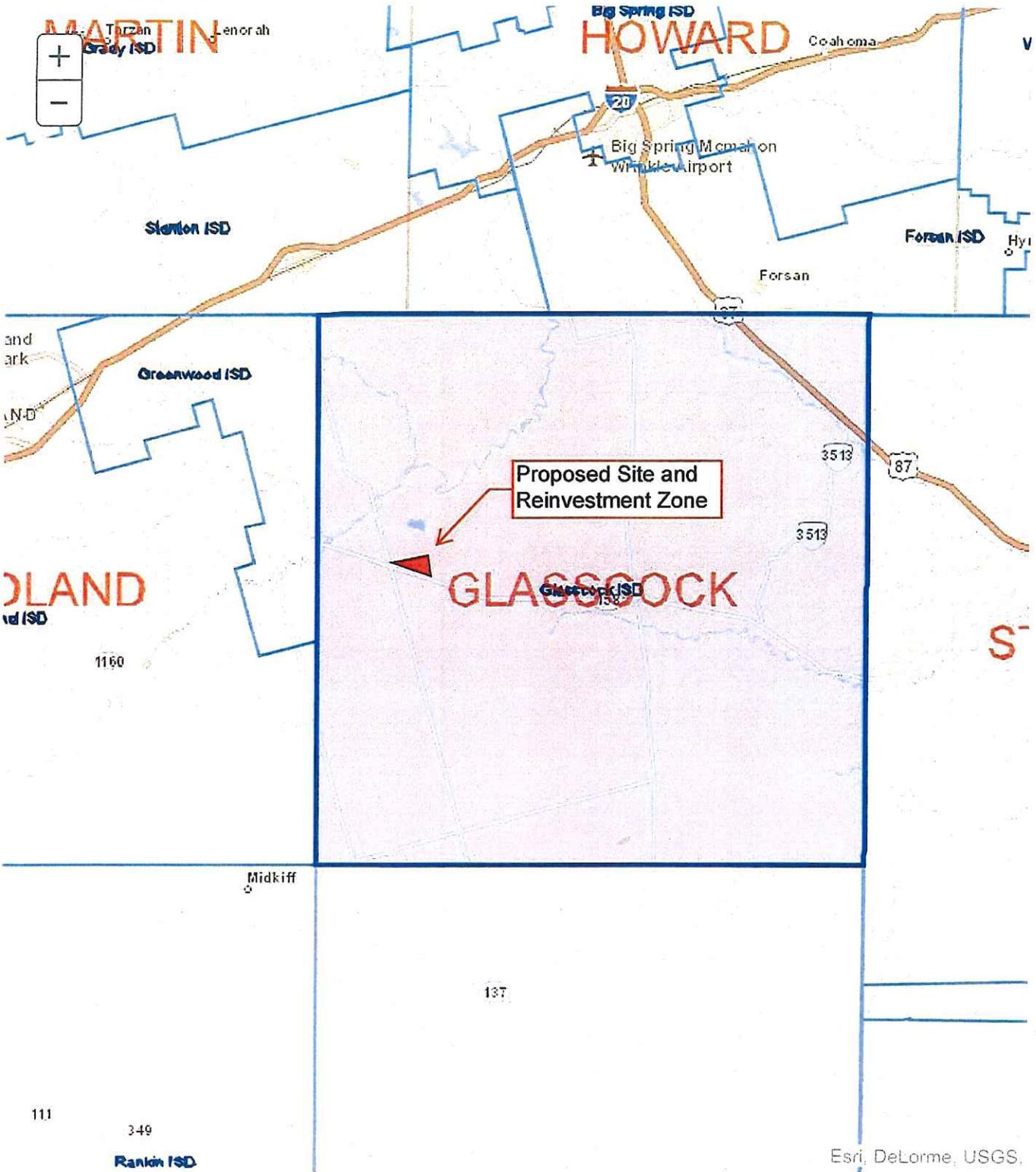
### Description of Existing Improvements

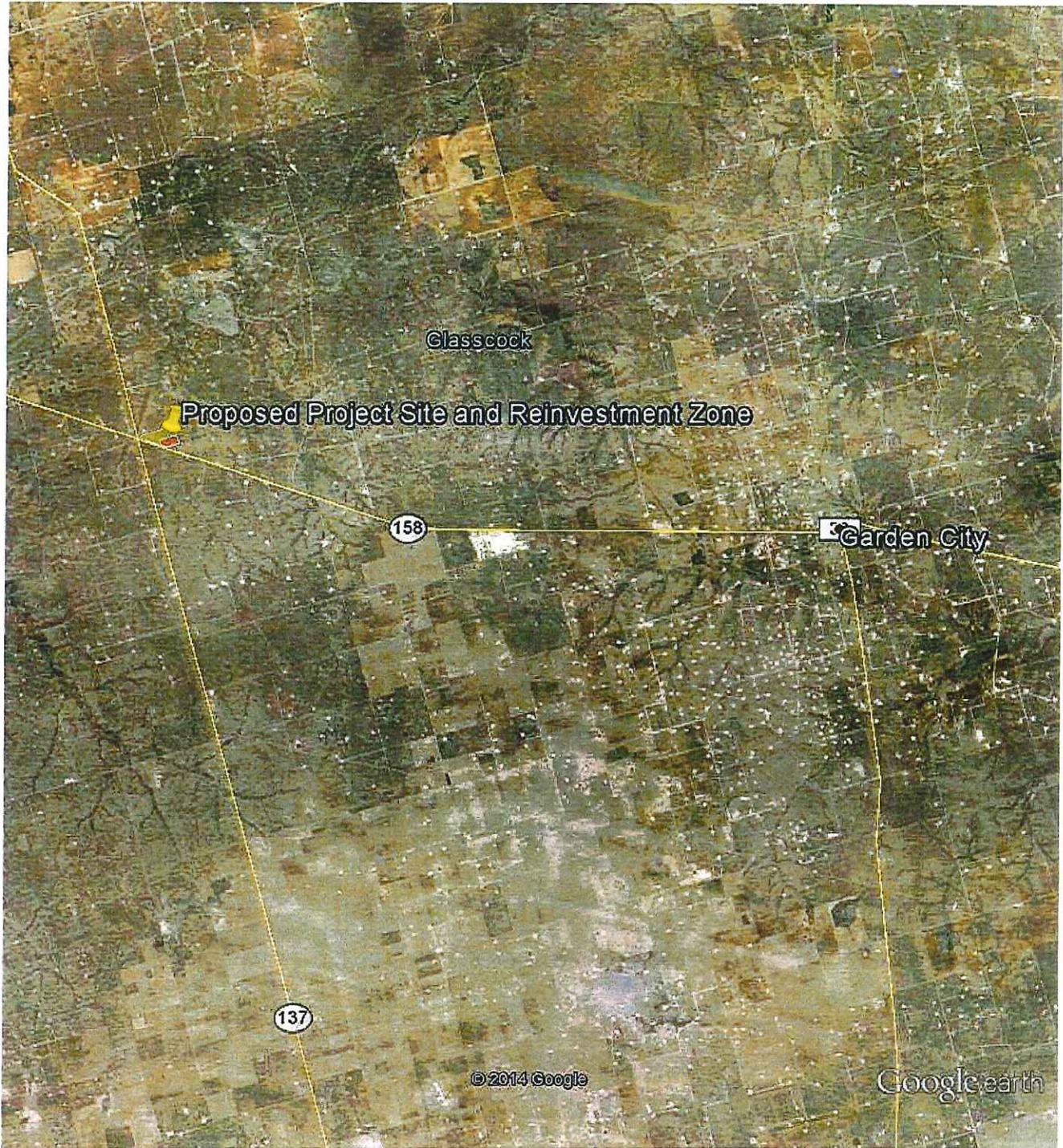
There are no existing improvements related to the proposed project at this site.

---

# **TAB 11**

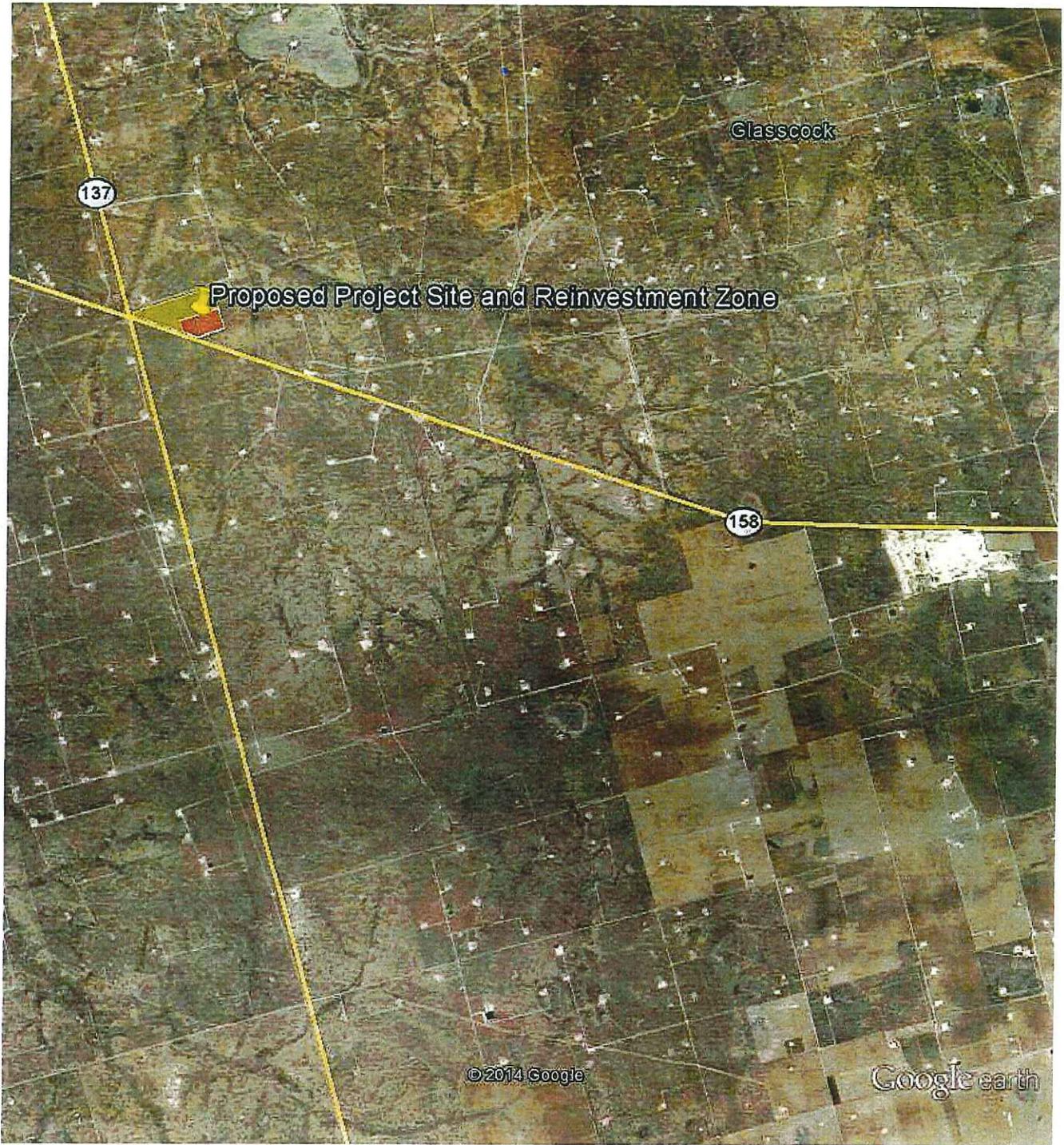
## **Maps**





Google earth





Google earth

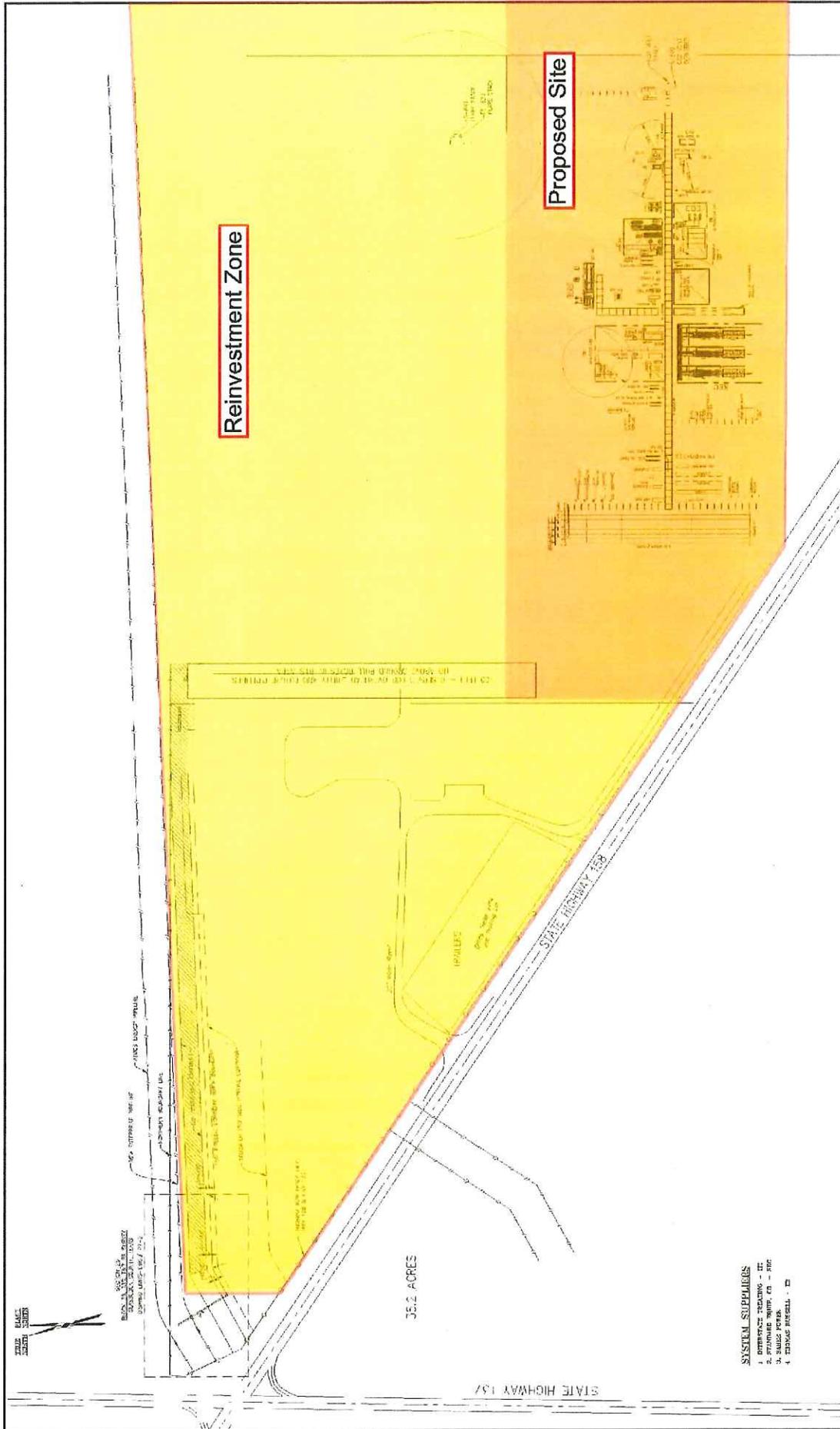




Google earth

feet  
meters





 <b>ENERGY TRANSFER</b>		 <b>OPTIMIZED PROCESS DESIGNS</b> ENGINEERS AND CONSTRUCTORS KATY, TEXAS PH. 281.377.7500 SAN ANTONIO		<b>OVERALL PLOT PLAN</b> <b>REBEL GAS PLANT</b> CLASSIFICATION: 13057-P-201 DATE: 7/20/11	
NO.	DATE	DESCRIPTION	BY	CHKD	APP'D
1	07/20/11	ISSUE FOR PERMITS	MM	MM	MM
2	07/20/11	ISSUE FOR CONSTRUCTION	MM	MM	MM
3	07/20/11	ISSUE FOR OPERATION	MM	MM	MM
4	07/20/11	ISSUE FOR MAINTENANCE	MM	MM	MM
5	07/20/11	ISSUE FOR DECOMMISSIONING	MM	MM	MM

**SYSTEM SUPPLIERS**  
 1. CONCRETE FOUNDING - H  
 2. STRUCTURAL STEEL - H  
 3. STEEL PIPE - H  
 4. TANKS - H

35.2 ACRES

**Proposed Site**

**Reinvestment Zone**

STATE HIGHWAY 157

35.2 ACRES

---

# **TAB 12**

## **Request for Job Waiver**

N/A

---

# **TAB 13**

## **Calculation of Wage Requirements**

**Calculation of Wage Information - Based on Most Recent Data Available**  
 Glasscock County, TX

**110% of County Average Weekly Wage for all Jobs**

2014	1Q	\$	678
2013	2Q	\$	534
2013	3Q	\$	542
2013	4Q	\$	756

$\$ 2,510 /4 =$                       \$628 average weekly salary  
 $\times 1.1 (110\%)$   
 $\$ 690.25$

**110% of County Average Weekly Wage for Manufacturing Jobs in County**

2014	1Q	\$	-	NO DATA AVAILABLE
2013	2Q	\$	-	
2013	3Q	\$	-	
2013	4Q	\$	-	

$\$ - /4 =$                                       \$0 average weekly salary  
 $\times 1.1 (110\%)$   
 $\$ -$

**110% of County Average Weekly Wage for Manufacturing Jobs in Region**

\$47,604.00 per year

$\times 1.10 (110\%)$

\$52,364.40

\$1,007.01 Average weekly

## Quarterly Census of Employment and Wages

Series Id: ENU4817340510

State: Texas

Area: Glasscock County, Texas

Industry: Total, all industries

Owner: Private

Size: All establishment sizes

Type: Average Weekly Wage

 .xlsx

Year	Qtr1	Qtr2	Qtr3	Qtr4	Annual
2013	539	534	542	756	606
2014	678(P)				

P : Preliminary.

## Quarterly Census of Employment and Wages

Series Id: ENU481734051013

State: Texas

Area: Glasscock County, Texas

Industry: Manufacturing

Owner: Private

Size: All establishment sizes

Type: Average Weekly Wage

 [xlsx](#)

Year	Qtr1	Qtr2	Qtr3	Qtr4	Annual
2013	-(ND)	-(ND)	-(ND)	-(ND)	-(ND)
2014	-(ND,P)				

ND : Not Disclosable -- data do not meet BLS or State  
P : Preliminary.

**2013 Manufacturing Wages by Council of Government Region  
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
<b>Texas</b>	<b>\$23.73</b>	<b>\$49,363</b>
<u>1. Panhandle Regional Planning Commission</u>	\$20.43	\$42,499
<u>2. South Plains Association of Governments</u>	\$16.53	\$34,380
<u>3. NORTEX Regional Planning Commission</u>	\$19.15	\$39,838
<u>4. North Central Texas Council of Governments</u>	\$25.00	\$51,997
<u>5. Ark-Tex Council of Governments</u>	\$17.45	\$36,298
<u>6. East Texas Council of Governments</u>	\$19.50	\$40,565
<u>7. West Central Texas Council of Governments</u>	\$18.64	\$38,779
<u>8. Rio Grande Council of Governments</u>	\$16.27	\$33,848
<u>9. Permian Basin Regional Planning Commission</u>	\$22.89	\$47,604
<u>10. Concho Valley Council of Governments</u>	\$17.20	\$35,777
<u>11. Heart of Texas Council of Governments</u>	\$19.44	\$40,444
<u>12. Capital Area Council of Governments</u>	\$27.31	\$56,805
<u>13. Brazos Valley Council of Governments</u>	\$17.20	\$35,770
<u>14. Deep East Texas Council of Governments</u>	\$16.48	\$34,287
<u>15. South East Texas Regional Planning Commission</u>	\$29.09	\$60,501
<u>16. Houston-Galveston Area Council</u>	\$26.13	\$54,350
<u>17. Golden Crescent Regional Planning Commission</u>	\$22.23	\$46,242
<u>18. Alamo Area Council of Governments</u>	\$18.91	\$39,329
<u>19. South Texas Development Council</u>	\$13.94	\$28,990
<u>20. Coastal Bend Council of Governments</u>	\$23.78	\$49,454
<u>21. Lower Rio Grande Valley Development Council</u>	\$15.82	\$32,907
<u>22. Texoma Council of Governments</u>	\$20.93	\$43,529
<u>23. Central Texas Council of Governments</u>	\$17.33	\$36,042
<u>24. Middle Rio Grande Development Council</u>	\$19.07	\$39,666

Source: Texas Occupational Employment and Wages

Data published: July 2014

Data published annually, next update will be July 31, 2015

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

# **TAB 14**

Schedules A1 - D

Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)

Applicant Name: ETC Texas Pipeline, LTD  
ISD Name: Glasscock, ISD

PROPERTY INVESTMENT AMOUNTS									
(Estimated investment in each year. Do not put cumulative totals.)									
Investment made before filing complete application with district	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year only) YYYY	Column A	Column B	Column C	Column D	Column E	Total Investment (Sum of Columns A+B+C+D)
				New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other new investment made during this year that will not become Qualified Property (SEE NOTE)	Other new investment made during this year that may become Qualified Property (SEE NOTE)		
Investment made after filing complete application with district, but before final board approval of application		2015-2016	2015	\$ 105,000,000.00					\$ 105,000,000.00
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period	Q1P1	2016-2017	2016	\$ -	\$ -	\$ -	\$ -		\$ -
Complete tax years of qualifying time period	Q1P2	2017-2018	2017	\$ -	\$ -	\$ -	\$ -		\$ -
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				\$ 105,000,000.00	\$ -	\$ -	\$ -		\$ 105,000,000.00
Total Qualified Investment (sum of green cells)				\$ 105,000,000.00					\$ 105,000,000.00

For All Columns: List amount invested each year, not cumulative totals.  
 Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.  
 Column B: The total dollar amount of planned investment each year in buildings or nonremovable components of buildings.  
 Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment in land or professional services.  
 Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.  
 Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.  
 Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

Schedule A2: Total Investment for Economic Impact (Including Qualified Property and other Investments)

Applicant Name ETC Texas Pipeline, LTD  
 ISD Name Glascock ISD

Form 50-296A  
 Revised Feb 2014

		PROPERTY INVESTMENT AMOUNTS (Estimated Investment in each year. Do not put cumulative totals.)										Column E
Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A		Column B		Column C		Column D		Total Investment (A+B+C+D)	
			New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other investment made during this year that will become Qualified Property (SEE NOTE)	Other investment made during this year that will become Qualified Property (SEE NOTE)						
Total Investment from Schedule A1*			Enter amounts from TOTAL row in Schedule A1 in the row below									\$ 105,000,000.00
Each year prior to start of value limitation period**			\$ 105,000,000.00								\$ 105,000,000.00	
Each year prior to start of value limitation period**			\$ 105,000,000.00								\$ 105,000,000.00	
Value limitation period***												
TOTALS FROM SCHEDULE A1												
0	2014-2015	2014										
0	2015-2016	2015										
1	2016-2017	2016										
2	2017-2018	2017										
3	2018-2019	2018										
4	2019-2020	2019										
5	2020-2021	2020										
6	2021-2022	2021										
7	2022-2023	2022										
8	2023-2024	2023										
9	2024-2025	2024										
10	2025-2026	2025										
Total investment made through limitation			\$ 105,000,000.00								\$ 105,000,000.00	
Continue to maintain viable presence												
Additional years for 25 year economic impact as required by 313.026(e)(1)												
11	2026-2027	2026										
12	2027-2028	2027										
13	2028-2029	2028										
14	2029-2030	2029										
15	2030-2031	2030										
16	2031-2032	2031										
17	2032-2033	2032										
18	2033-2034	2033										
19	2034-2035	2034										
20	2035-2036	2035										
21	2036-2037	2036										
22	2037-2038	2037										
23	2038-2039	2038										
24	2039-2040	2039										
25	2040-2041	2040										

\* All investments made through the qualifying time period are captured and totaled on Schedule A1 (blue box) and incorporated into this schedule in the first row.  
 \*\* Only investment made during delimits of the start of the limitation (enter the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.  
 \*\*\* If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were not captured on Schedule A1.  
 For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.  
 Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.  
 Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.  
 Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(k) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is added to existing property—described in SECTION 13, question #5 of the application.  
 Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

**Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)**

Applicant Name  
ISD Name

ETC Texas Pipeline, LTD  
Glasscock ISD

Form 50-296A  
Revised Feb 2014

Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
			Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2014-2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0	2015-2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	1	2016-2017	\$ -	\$ -	\$ 90,000,000.00	\$ 90,000,000.00	\$ 90,000,000.00	\$ 30,000,000.00
	2	2017-2018	\$ -	\$ -	\$ 87,300,000.00	\$ 87,300,000.00	\$ 87,300,000.00	\$ 30,000,000.00
	3	2018-2019	\$ -	\$ -	\$ 84,600,000.00	\$ 84,600,000.00	\$ 84,600,000.00	\$ 30,000,000.00
Value Limitation Period	4	2019-2020	\$ -	\$ -	\$ 81,900,000.00	\$ 81,900,000.00	\$ 81,900,000.00	\$ 30,000,000.00
	5	2020-2021	\$ -	\$ -	\$ 79,200,000.00	\$ 79,200,000.00	\$ 79,200,000.00	\$ 30,000,000.00
	6	2021-2022	\$ -	\$ -	\$ 76,500,000.00	\$ 76,500,000.00	\$ 76,500,000.00	\$ 30,000,000.00
	7	2022-2023	\$ -	\$ -	\$ 73,800,000.00	\$ 73,800,000.00	\$ 73,800,000.00	\$ 30,000,000.00
	8	2023-2024	\$ -	\$ -	\$ 71,100,000.00	\$ 71,100,000.00	\$ 71,100,000.00	\$ 30,000,000.00
Continue to maintain viable presence	9	2024-2025	\$ -	\$ -	\$ 68,400,000.00	\$ 68,400,000.00	\$ 68,400,000.00	\$ 30,000,000.00
	10	2025-2026	\$ -	\$ -	\$ 65,700,000.00	\$ 65,700,000.00	\$ 65,700,000.00	\$ 30,000,000.00
	11	2026-2027	\$ -	\$ -	\$ 63,000,000.00	\$ 63,000,000.00	\$ 63,000,000.00	\$ 30,000,000.00
	12	2027-2028	\$ -	\$ -	\$ 60,300,000.00	\$ 60,300,000.00	\$ 60,300,000.00	\$ 30,000,000.00
	13	2028-2029	\$ -	\$ -	\$ 57,600,000.00	\$ 57,600,000.00	\$ 57,600,000.00	\$ 30,000,000.00
Additional years for 25 year economic impact as required by 313.026(c)(1)	14	2029-2030	\$ -	\$ -	\$ 54,900,000.00	\$ 54,900,000.00	\$ 54,900,000.00	\$ 30,000,000.00
	15	2030-2031	\$ -	\$ -	\$ 52,200,000.00	\$ 52,200,000.00	\$ 52,200,000.00	\$ 30,000,000.00
	16	2031-2032	\$ -	\$ -	\$ 49,500,000.00	\$ 49,500,000.00	\$ 49,500,000.00	\$ 30,000,000.00
	17	2032-2033	\$ -	\$ -	\$ 46,800,000.00	\$ 46,800,000.00	\$ 46,800,000.00	\$ 30,000,000.00
	18	2033-2034	\$ -	\$ -	\$ 44,100,000.00	\$ 44,100,000.00	\$ 44,100,000.00	\$ 30,000,000.00
19	2034-2035	\$ -	\$ -	\$ 41,400,000.00	\$ 41,400,000.00	\$ 41,400,000.00	\$ 30,000,000.00	
20	2035-2036	\$ -	\$ -	\$ 38,700,000.00	\$ 38,700,000.00	\$ 38,700,000.00	\$ 30,000,000.00	
21	2036-2037	\$ -	\$ -	\$ 36,000,000.00	\$ 36,000,000.00	\$ 36,000,000.00	\$ 30,000,000.00	
22	2037-2038	\$ -	\$ -	\$ 33,300,000.00	\$ 33,300,000.00	\$ 33,300,000.00	\$ 30,000,000.00	
23	2038-2039	\$ -	\$ -	\$ 30,600,000.00	\$ 30,600,000.00	\$ 30,600,000.00	\$ 30,000,000.00	
24	2039-2040	\$ -	\$ -	\$ 27,900,000.00	\$ 27,900,000.00	\$ 27,900,000.00	\$ 27,900,000.00	
25	2040-2041	\$ -	\$ -	\$ 25,200,000.00	\$ 25,200,000.00	\$ 25,200,000.00	\$ 25,200,000.00	

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.  
Only include market value for eligible property on this schedule.

**Schedule C: Employment Information**

	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Construction		Non-Qualifying Jobs		Qualifying Jobs	
				Column A Number of Construction FTE's or man-hours (specify)	Column B Average annual wage rates for construction workers	Column C Number of non-qualifying jobs applicant estimates it will create (cumulative)	Column D Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column E Average annual wage of new qualifying jobs	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2014-2015	2014	0	\$ -	N/A	0	N/A	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2015-2016	2015	155 FTE	\$ 52,364.40	N/A	0	N/A	
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2016-2017	2016			N/A	10	\$ 52,364.40	
	2	2017-2018	2017			N/A	10	\$ 52,364.40	
	3	2018-2019	2018			N/A	10	\$ 52,364.40	
	4	2019-2020	2019			N/A	10	\$ 52,364.40	
	5	2020-2021	2020			N/A	10	\$ 52,364.40	
	6	2021-2022	2021			N/A	10	\$ 52,364.40	
	7	2022-2023	2022			N/A	10	\$ 52,364.40	
	8	2023-2024	2023			N/A	10	\$ 52,364.40	
	9	2024-2025	2024			N/A	10	\$ 52,364.40	
	10	2025-2026	2025			N/A	10	\$ 52,364.40	
	Years Following Value Limitation Period	11 through 26	2026-2027	2026			N/A	10	\$ 52,364.40

Notes: See TAC 9.1051 for definition of non-qualifying jobs.  
Only include jobs on the project site in this school district.

- C1. Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute?  
if yes, answer the following two questions: (25)
- C1a. Will the applicant request a job waiver, as provided under 313.025(f-1)?
- C1b. Will the applicant avail itself of the provision in 313.021(3)(F)?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

Schedule D: Other Incentives (Estimated)

Applicant Name  
ISD Name  
ETC Texas Pipeline, LTD  
Glasscock ISD

State and Local Incentives for which the Applicant Intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County: City: Other:					
Tax Code Chapter 312	County: City: Other:					
Local Government Code Chapters 380/381	County: City: Other:					
Freight Exemptions						
Non-Annexation Agreements						
Enterprise Zone/Project						
Economic Development Corporation						
Texas Enterprise Fund						
Employee Recruitment						
Skills Development Fund						
Training Facility Space and Equipment						
Infrastructure Incentives						
Permitting Assistance						
Other:						
Other:						
Other:						
Other:						
<b>TOTAL</b>				\$ -	\$ -	\$ -

Additional information on incentives for this project:

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# **TAB 15**

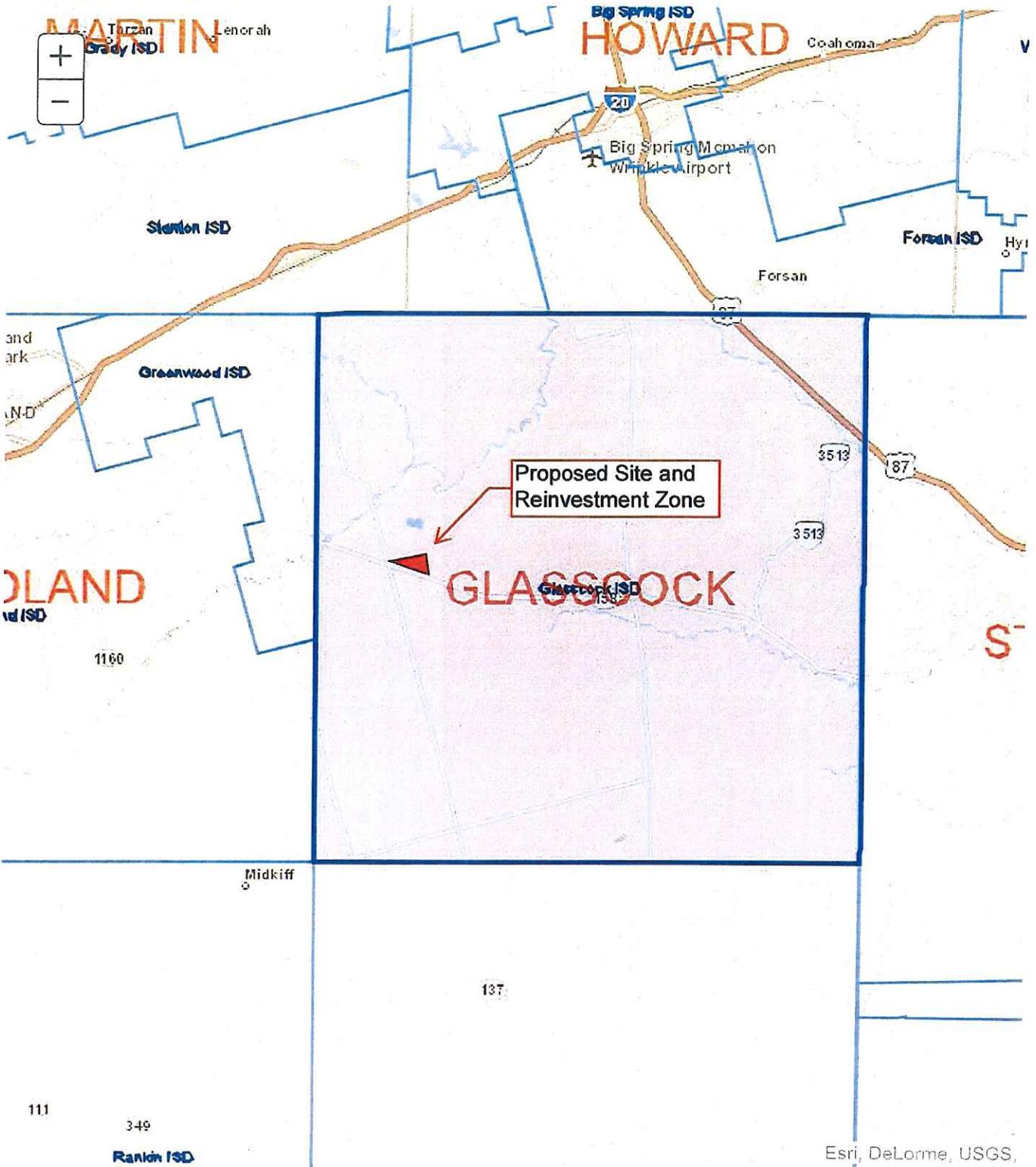
## **Economic Impact Study**

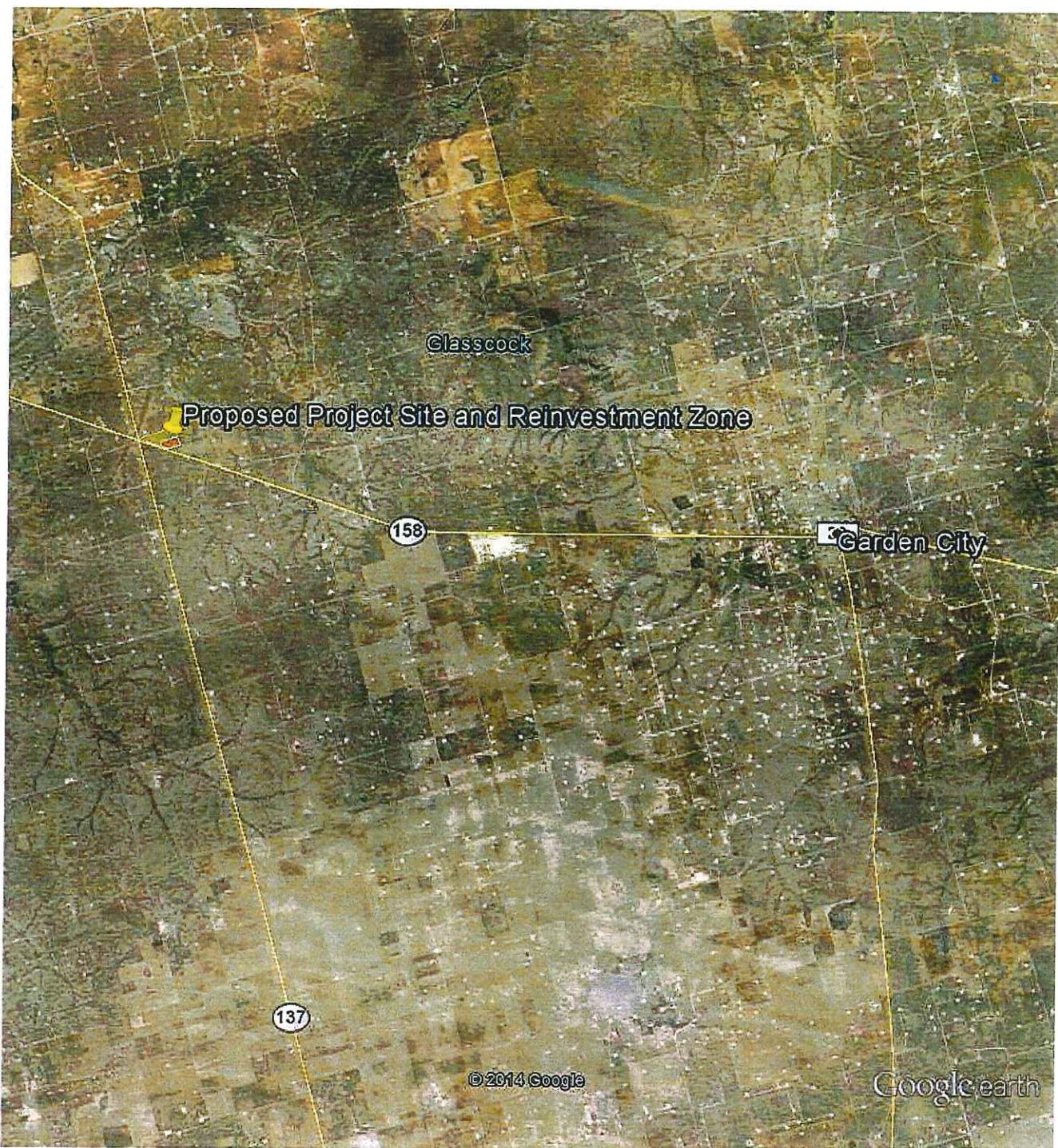
**Pending**

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# **TAB 16**

## **Description of Reinvestment Zone**





Google earth





Google earth





Google earth



Checklist Item #24

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**Glasscock County  
State of Texas**

**Tax Abatement Guidelines and Criteria**

The following Guidelines and Criteria have been adopted by the Glasscock County Commissioners Court establish a uniform policy of tax abatement for owners or lessees of eligible facilities willing to execute tax abatement contracts designed to provide long-term significant positive economic impact to the community by utilizing the area contractors and work force to the maximum extent feasible, and by developing, redeveloping, and improving property, except as otherwise provided. These Guidelines and Criteria are effective as of the date adopted.

In order to be eligible for designation as a Reinvestment Zone and receive tax abatement, the planned improvement:

1. Must be reasonably expected to have an increase in positive net economic benefit to Glasscock County of at least \$1,000,000.00 over the life of the abatement, computed to include (but not limited to) new sustaining payroll and/or capital improvement. The creation of (number and type) new jobs will also factor into the decision to grant an abatement; and
2. Must not be expected to solely or primarily have the effect of transferring employment from one part of Glasscock County to another.

In addition to the criteria set forth above, the Glasscock County Commissioners Court reserves the right to negotiate a Tax Abatement Agreement in order to compete favorably with other communities.

Only that increase in the fair market value of the property directly resultant from the development, redevelopment, and improvement specified in the contract will be eligible for abatement and then only to the extent that such increase exceeds any reduction in the fair market value of the other property of the applicant located within the jurisdiction creating the Reinvestment Zone.

All abatement contracts will be no longer than allowed by law.

It is the goal of Glasscock County to grant tax abatements on the same terms and conditions as the other taxing units having jurisdiction of the property. However, nothing herein shall limit the discretion of the Glasscock County Commissioners Court to consider, adopt, modify or decline any tax abatement request.

This policy is effective as of the date adopted by the Glasscock County Commissioners Court and shall at all times be kept current with regard to the needs of Glasscock County and reflective of the official views of the County Commissioners Court. These Guidelines and Criteria shall be reviewed every two (2) years.

The adoption of these guidelines and criteria by the Glasscock County Commissioners Court does not:

1. Limit the discretion of the governing body to decide whether to enter into a specific Tax Abatement Agreement;
2. Limit the discretion of the governing body to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for tax abatement; or
3. Create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement;

#### Section 1 Definitions

- A. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in a reinvestment zone designated by Glasscock County or the City of Garden City for economic development purposes.
- B. "Agreement" means a contractual agreement between a property owner and/or lessee and Glasscock County.
- C. "Base year value" means the assessed value on the eligible property as of January 1 preceding the execution of the agreement.
- D. "Deferred maintenance" means improvements necessary for continued operation which do not improve productivity or alter the process technology.
- E. "Eligible facilities" means new, expanded, or modernized buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of Glasscock County, but does not include facilities which are intended to be primarily to provide goods or services to residents for existing businesses located in Glasscock County, such as, but not limited to, restaurants and retail sales establishments, eligible facilities may include, but shall not be limited to hotels and office buildings.
- F. "Expansion" means the addition of building structures, machinery, equipment, or payroll for purposes of increasing production capacity.
- G. "Facility" means property improvement(s) completed or in the process of construction which together comprise an interregional whole.
- H. "Modernization" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production

capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, or equipment, or both.

- I. "New facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- J. "Productive life" means the number of years a property improvement is expected to be in service in a facility.

## Section 2 Abatement Authorized

- A. Eligible facilities. Upon application, eligible facilities shall be considered for tax abatement as hereinafter provided.
- B. Creation of New Values. Abatement may only be granted for the additional value of eligible property improvement(s) made subsequent to and specified in an abatement agreement between Glasscock County and the property owner or lessee, subject to such limitations as Glasscock County may require.
- C. New and existing facilities. Abatement may be granted for the additional value of eligible property improvement(s) made subsequent to and specified in an abatement agreement between Glasscock County and the property owner or lessee, subject to such limitations as Glasscock County may require.
- D. Eligible property. Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.
- E. Ineligible Property. The following types of property shall be fully taxable and ineligible for tax abatement: Land; supplies; tools; furnishings, and other forms of movable personal property; housing; deferred maintenance; property to be rented or leased, except as provided in Section 2 F, property which has a productive life of less than ten (10) years.
- F. Owned/leased facilities. If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.
- G. Economic Qualifications. In order to be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement:
  - 1. Must be reasonably expected to have an increase in positive net benefit to Glasscock County of at least \$1,000,000.00 over the life of the abatement agreement, computed to include (but not limited to) new sustaining payroll and/or capital improvement. The creation of (number and type) new jobs will also factor into the decision to grant an abatement; and

2. Must not be expected to solely or primarily have the effect of transferring employment from one part of Glasscock County to another.

H. Standards for Tax Abatement. The following factors, among others, shall be considered in determining whether to grant tax abatement:

1. Value of existing improvements, if any;
2. Type and value of proposed improvements;
3. Productive life of proposed improvements;
4. Number of existing jobs to be retained by proposed improvements;
5. Number and type of new jobs to be created by proposed improvements;
6. Amount of local payroll to be created;
7. Whether the new jobs to be created will be filled by persons residing or projected to reside within affected taxing jurisdiction;
8. Amount which property tax base valuation will be increased during the term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than \$1,000,000.00;
9. The costs to be incurred by Glasscock County to provide facilities directly resulting from the new improvements;
10. The amount of ad valorem taxes to be paid to Glasscock County during the abatement period considering:
  - a. the existing values;
  - b. the percentage of new value abated;
  - c. the abatement period; and
  - d. the value after expiration of the abatement period.
11. The population growth of Glasscock County that occurs directly as a result of new improvements;
12. The types and values of public improvements, if any, to be made by applicant seeking abatement;
13. Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
14. The impact on the business opportunities of existing businesses;
15. The attraction of other new businesses to the area;
16. The overall compatibility with the zoning ordinances and comprehensive plan for the area;
17. Whether the project obtains all necessary permits from the applicable environmental agencies.

Each eligible facility shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

I. Denial of Abatement. Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

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1. There would be substantial adverse effect on the provision of government services or tax base;
2. The applicant has insufficient financial capacity;
3. Planned or potential use of the property would constitute a hazard to public safety, health, or morals;
4. Violation of other codes or laws; or
5. Any other reason deemed appropriate by Glasscock County.

J. Taxability. From the execution of the abatement to the end of the agreement period, taxes shall be payable as follows:

1. The value of ineligible property as provided in Section 2 E shall be fully taxable; and
2. The base year value of existing eligible property as determined each year shall be fully taxable.

The additional value of new eligible property shall be fully taxable at the end of the abatement period.

### Section 3 Application

- A. Any present or potential Owner ("Owner or "Applicant" herein) of taxable property in Glasscock County may request the creation of a reinvestment zone and tax abatement by filing a written application with the County Judge.
- B. The application shall consist of a general description of the new improvements to be undertaken; a descriptive list of the improvements for which an abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; a time schedule for undertaking and completing the proposed improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The County may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors pertaining to the applicant, to be attached to this application. The completed application must be accompanied by the payment of a non-refundable application fee for administrative costs associated with the processing of the tax abatement request. All checks in payment of the administrative fee shall be made payable to Glasscock County. For abatement requests for improvements with a planned value equal to or in excess of \$1,000,000.00 the fee shall be one thousand and no/100 dollars (\$1,000.00), accompanied by the agreement that the Applicant shall pay costs of publishing the statutorily required notices and reasonable attorney and consulting fees as may be incurred by Glasscock County in the examination of the application as well as the preparation and negotiation of any tax abatement agreement.

- C. Glasscock County shall give notice as provided by the Property Tax Code, including written notice, to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than seven (7) days before the public hearing and publication in a newspaper of general circulation within such taxing jurisdiction not later than the seventh day before the public hearing before acting upon application, Glasscock County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced herein above, and the public the opportunity to show cause why the abatement should or should not be granted.
- D. If a city within Glasscock County designates a reinvestment zone within its corporate limits and enters into or proposes to enter into or proposes to enter into an abatement agreement with a present or potential owner of a taxable property, such present or potential owner of taxable property may request tax abatement by Glasscock County by following the same application process described in Section 3 A hereof. No other notice of hearing shall be required except compliance with the Open Meetings Act, unless the Commissioners Court deems them necessary in a particular case.

#### Section 4 Agreement

- A. After approval, the Commissioners Court of Glasscock County shall formally pass a resolution and execute an agreement with the Owner which shall:
1. Include a list of the kind, number, and location of all proposed improvements to the property;
  2. Provide access to and authorize inspection of the property by the taxing unit to ensure compliance with the agreement;
  3. Limit the use of the property consistent with the taxing unit's development goals;
  4. Provide for recapturing property tax revenues that are lost if the Owner fails to make improvements as provided by the agreement;
  5. Include each term that was agreed upon with the property owner and require the Owner to annually certify compliance with the terms of the agreement to each taxing unit; and
  6. Allow the taxing unit to cancel or modify the agreement at any time if the property owner fails to comply with the terms of the agreement
- B. The Owner shall also agree to the following:
1. A specified number of permanent full time jobs at facility shall be created, and the Owner and Lessee shall make reasonable efforts to employ persons who are residents of Glasscock County in such jobs, provided, however, that there shall be no obligation to employ residents who are not:
    - a. equally or more qualified than nonresident applicants;
    - b. available for employment on terms and/or salaries comparable to those required by nonresident applicants; or
    - c. able to become qualified with 72 hours training provided by Owner.

2. Each person employed in such job shall perform a portion, if not all, of their work in Glasscock County.
3. Owner shall agree that it and its contractors, if any, will use reasonably commercial efforts to maximize its use of goods and services available through Glasscock County businesses in the construction, operation, and maintenance of the improvements and the project; provided, however, that there shall be no requirement to use goods and services provided by Glasscock County residents that are not:
  - a. of similar quality to those provided by nonresidents; or
  - b. made available on terms and conditions (including pricing) comparable to those offered by nonresidents. Comparable price shall be defined as less than or equal to 105% of the nonresident price for equivalent quality, conditions and terms.
4. Owner or its construction contractor, if any, shall designate a coordinator of local services who will act as liaison between any individual who are interested in obtaining information about providing goods or services related to the construction of the project. Additionally, Owner or its construction contractor, if any, shall advertise in local newspapers in Glasscock County for local contractors to perform work on the construction project.
5. Owner shall agree to maintain a viable presence (as below defined) within the Reinvestment Zone for a period of time, as set by the Glasscock County Commissioners Court, not to exceed twenty (20) years from the date that the abatement agreement first takes effect. For purposes hereof, "Maintain a Viable Presence" means the operation of the Eligible Facilities, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured and/or reengineered.
5. On May 1<sup>st</sup> of each year that the agreement shall be in effect, Owner shall certify to the County Judge of Glasscock County, and to the governing body of each taxing unit, that Owner is in compliance with each applicable term set forth above.

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the Commissioners Court.

#### Section 5 Recapture

- A. In the event that the Owner or its assignee:
1. Allows its ad valorem taxes owed Glasscock County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
  2. Violates any of the terms and conditions of the abatement agreement and fails to cure during the cure period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

- B. Should Glasscock County determine that the applicant or its assignee is in default according to the terms and conditions of its agreement, Glasscock County shall notify the company or individual in writing at the address stated in the agreement, and if such is not cured within the time set forth in such notice ("Cure Period") then the agreement may be terminated.

#### Section 6 Administration

- A. The Chief Appraiser of the Glasscock County Appraisal District will annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser will notify the Commissioners Court of Glasscock County of the amount of the assessment.
- B. Glasscock County may execute a contract with any other jurisdiction(s) to inspect the facility to determine if the terms and conditions of the abatement agreement are being met. The abatement agreement shall stipulate that employees and/or designated representatives of Glasscock County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- C. Upon completion of construction, the designated representative of Glasscock County shall annually evaluate each facility receiving abatement to insure compliance with the agreement. A formal report shall be made to the Commissioners Court.

#### Section 7 Assignment

The abatement agreement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners Court of Glasscock County subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement and/or assumption agreement with Glasscock County. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably delayed or withheld.

#### Section 8 Sunset Provision

088

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two (2) years unless amended by three-quarters vote of the Commissioners Court of Glasscock County, at which time all reinvestment zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on the review, the Guidelines and Criteria will be modified, renewed, or eliminated.

ADOPTED the 10<sup>th</sup> day of June, 2013.

GLASSCOCK COUNTY COMMISSIONERS' COURT

  
JUDGE KIM HALFMANN

  
COMM. JIMMY STRUBE

\_\_\_\_\_  
COMM. MARK HALFMANN

  
COMM. GARY JONES

  
COMM. MICHAEL HOCH

**GLASSCOCK COUNTY INDEPENDENT SCHOOL DISTRICT**

**RESOLUTION CREATING ETC PIPELINE REINVESTMENT ZONE**

*WHEREAS*, Section 312.0025 of the Texas Tax Code permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of this state in which the school district is located; and,

*WHEREAS*, the Glasscock County Independent School District (the "District") desires to encourage the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the school district is located; and,

*WHEREAS*, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and,

*WHEREAS*, the District published notice of a public hearing regarding the possible designation of the area described in the attached Exhibit A as a reinvestment zone for the purposes of Chapter 313 of the Texas Tax Code; and,

*WHEREAS*, the District wishes to create a reinvestment zone within the boundaries of the school district in Glasscock County, Texas as shown on the map attached as Exhibit B; and,

*WHEREAS*, the District has given written notice of the proposed action and the Public Hearing to all political subdivisions and taxing authorities having jurisdiction over the property proposed to be designated as the reinvestment zone, described in the attached Exhibits A & B; and,

*WHEREAS*, all interested members of the public were given an opportunity to make comments at the public hearing.

***NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GLASSCOCK COUNTY INDEPENDENT SCHOOL DISTRICT:***

**SECTION 1.** That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

**SECTION 2.** That the Board of Trustees of the Glasscock County Independent School District, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on the adoption of *ETC Pipeline Reinvestment Zone* has been called, held and conducted, and that notices of such hearing have been published and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and,
- (b) That the boundaries of *ETC Pipeline Reinvestment Zone* be and, by the adoption of this Resolution, are declared and certified to be the area as described in the description attached hereto as "Exhibit A"; and,
- (c) That the map attached hereto as "Exhibit B" is declared to be and, by the adoption of this Resolution, is certified to accurately depict and show the boundaries of *ETC Pipeline Reinvestment Zone* which is described in Exhibit A; and further certifies that the property described in Exhibit A is inside the boundaries shown on Exhibit B; and,
- (d) That creation of *ETC Pipeline Reinvestment Zone* with boundaries as described in Exhibit A and Exhibit B will result in benefits to the Glasscock County Independent School District and to land included in the zone, and that the improvements sought are feasible and practical; and,
- (e) That the *ETC Pipeline Reinvestment Zone* described in Exhibit A and Exhibit B meets the criteria set forth in Texas Tax Code §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or will attract investment in the zone that will be a benefit to the property, and would contribute to economic development within the Glasscock County Independent School District.

**SECTION 3.** That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the Glasscock County Independent School District hereby creates a reinvestment zone under the provisions of Texas Tax Code §312.0025, encompassing the area described by the descriptions in Exhibit A and Exhibit B, and such reinvestment zone is hereby designated and shall hereafter be referred to as *ETC Pipeline Reinvestment Zone*.

**SECTION 4.** That the existence of the *ETC Pipeline Reinvestment Zone* shall first take effect upon, April 9, 2014, the date of the adoption of this Resolution by the Board of Trustees and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of such adoption.

**SECTION 5.** That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this

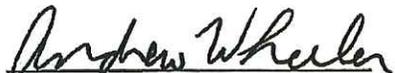
Resolution.

**SECTION 6.** That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the Glasscock County Independent School District Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in newspapers of general circulation in Glasscock County of the State of Texas, and furthermore, such notice was, in fact, delivered to the presiding officer of any effected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED AND ADOPTED on this 9th day of April, 2014.

**GLASSCOCK COUNTY INDEPENDENT SCHOOL  
DISTRICT**

By:



**ANDREW WHEELER**  
President  
Board of Trustees

ATTEST:



**CARL HOELSCHER**  
Secretary  
Board of Trustees

**EXHIBIT A**

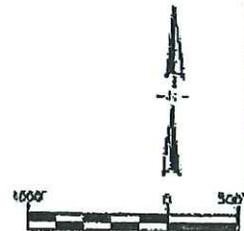
**LEGAL DESCRIPTION OF ETC PIPELINE REINVESTMENT ZONE**

113.30 acres out of the Northwest corner of Section 25, Township 3-South, Block 36, Abstract No. 403, Certificate No. 2770, State Patent No. 556, Volume No. 101, T&P Ry. Co. Survey.

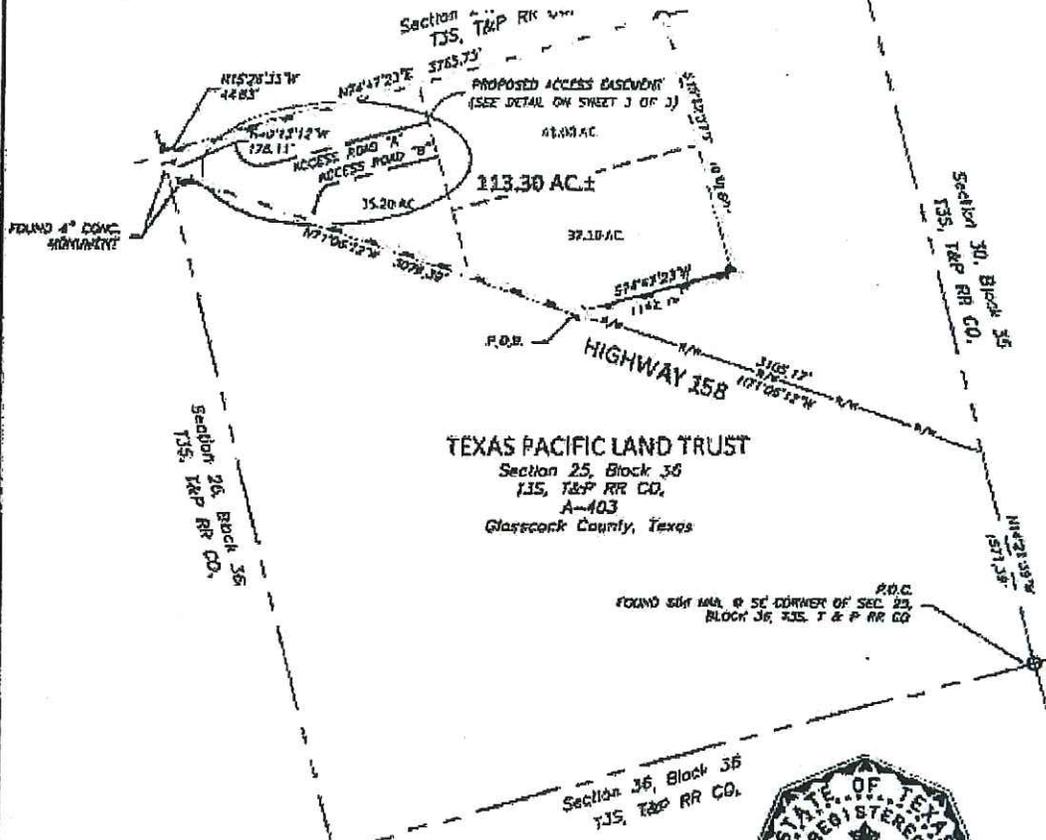
**EXHIBIT B**

**SURVEY MAPS OF ETC PIPELINE REINVESTMENT ZONE**

**GLASSCOCK COUNTY, TEXAS**  
**SEC. 25, BLOCK 36, T3S,**  
**T. & P. RR CO. SURVEY, A-403**



**Proposed Reinvestment Zone**



**TEXAS PACIFIC LAND TRUST**  
 Section 25, Block 36  
 T3S, T&P RR CO.  
 A-403  
 Glasscock County, Texas

P.O.C.  
 FOUND 5/4\"/>

**LEGEND**

- FOUND 4\"/>

**Notes:**

1. This plot was prepared without the benefit of a current title report. All deeds were provided by the client and may not reflect current ownership. No record of easements or right of ways were provided except as shown. No other research was performed by the undersigned surveyor.
2. All bearings and distances contained herein are provided based on the Texas State Plane Coordinate System, Central Zone (4303), T3S Survey feet, North American Datum of 1983. (NAD83) and derived from an on-the-ground survey conducted in September, 2013.
3. If this plot and accompanying description are not sealed, it should be considered as a copy and not the original.



**Exhibit "B"**

Surface site Area: 113.30 Ac.±  
 Access Road "A" Length: 1,613.90 ft (97.81 Rods)  
 Access Road "B" Length: 1,119.77 ft (67.87 Rods)

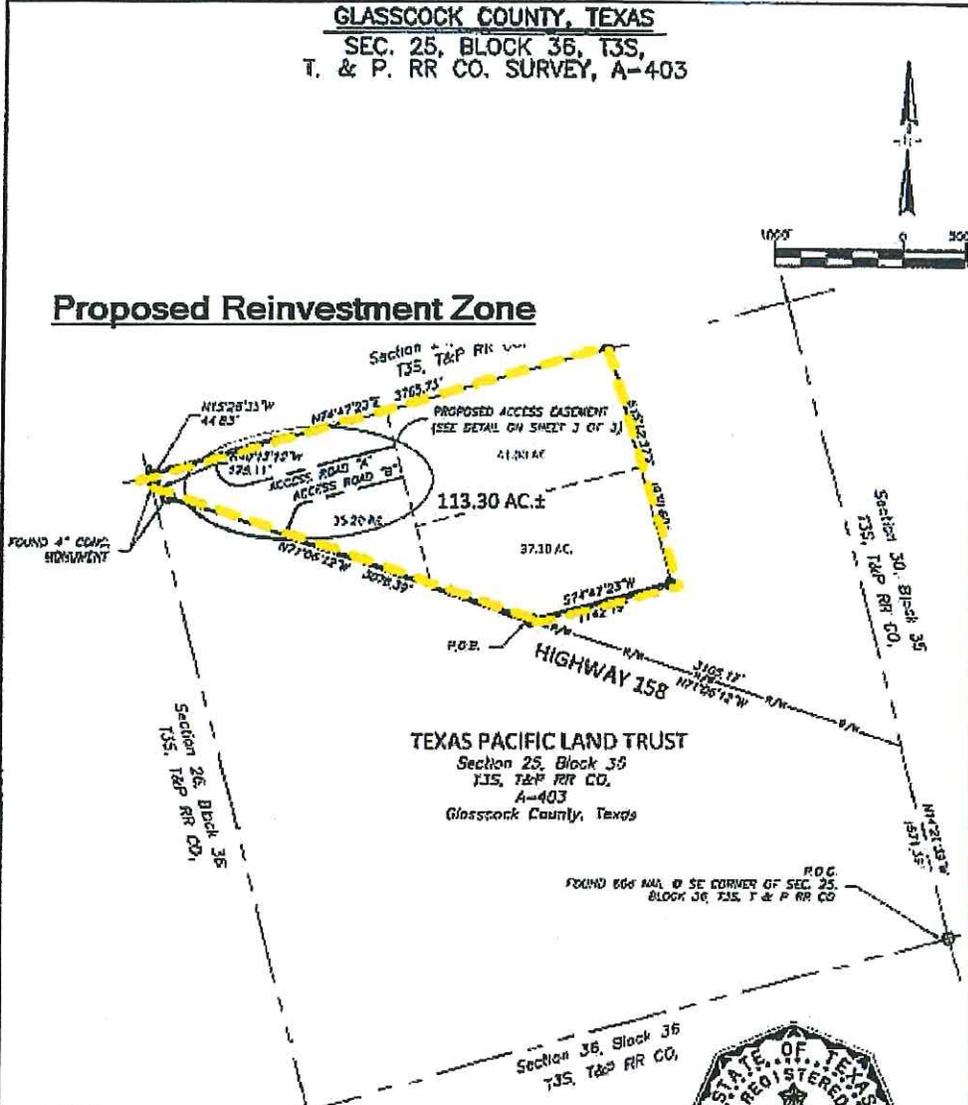
*Larry Turman* 9/10/13  
 Larry Turman, Registered Professional Land Surveyor, Texas Registration No. 1740

**Golden Field Services**  
 (918) 810-0014

PIPELINE SYMBOL OR ACCOUNT NUMBER		SCALE	CONS. FR.	ETC TEXAS PIPELINE, LTD. HOUSTON, TEXAS	PROJECT NO.
POLYMER/ CADD NUMBER		1"=1000'	DATE		PREVIOUS DWG. NO.
REV. NO. - DESCRIPTION	BY	DATE	APP	PROPOSED SURFACE SITE & ACCESS ROAD ACROSS TEXAS PACIFIC LAND TRUST GLASSCOCK COUNTY, TEXAS	SHEET OF DWG. NO. GLS_PLNT_1 SHEET 1 OF 3

**GLASSCOCK COUNTY, TEXAS**  
**SEC. 25, BLOCK 36, T3S,**  
**T. & P. RR CO. SURVEY, A-403**

**Proposed Reinvestment Zone**



**TEXAS PACIFIC LAND TRUST**  
 Section 25, Block 36  
 T3S, T&P RR CO.  
 A-403  
 Glasscock County, Texas

**LEGEND**

- FOUND 4" CONCRETE HIGHWAY R/W CONCRETE MONUMENT
- SET 1/4" PEIN WITH SHINER STAMPED "RPLS 1740"

**Notes:**

1. This plot was prepared without the benefit of a current title Report. All deeds were provided by the client and may not reflect current ownership. No record of easements or right of ways were provided except as shown. No other research was performed by the undersigned surveyor.
2. All bearings and distances contained herein are good, based on the Texas State Plane Coordinate System, Central Zone (4203), US Survey feet, North American Datum of 1983, (NAD83) and derived from an on-the-ground survey conducted in September, 2013.
3. If this plot and accompanying certification are not sealed, it should be considered as a copy and not the original.



**Exhibit "B"**

Surface site Area: 113.30 AC.±  
 Access Road "A" Length: 1,613.90 ft. (87.81 Rods)  
 Access Road "B" Length: 1,119.77 ft. (87.87 Rods)

*Larry Turman*  
 Larry Turman  
 Registered Professional Land Surveyor  
 Texas Registration No. 1740

Golden Field Services  
 (918) 616-0014

PLOT, STATION, OR ACCOUNT NUMBER		SCALE 1"=1000'	COURSE NO.	ETC TEXAS PIPELINE, LTD. HOUSTON, TEXAS	PROJECT NO.
PLATE NUMBER / CADD FILENAME		DRAWN SMB	DATE 9/18/13	PROPOSED SURFACE SITE & ACCESS ROAD ACROSS TEXAS PACIFIC LAND TRUST GLASSCOCK COUNTY, TEXAS	PREVIOUS DRAW. NO.
REV. NO. - DESCRIPTION	BY	DATE	APP		SHT. OF
					DWG. NO. GLS_PLNT_1
					SHT. 1 OF 3

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# **TAB 17**

**Signature and Certification Page**



# Application for Appraised Value Limitation on Qualified Property

## SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

### 1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here Tom Weeaks  
Print Name (Authorized School District Representative)

Title Superintendent

sign here Tom Weeaks  
Signature (Authorized School District Representative)

Date 10/13/2014

### 2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here Megan McKavanagh  
Print Name (Authorized Company Representative (Applicant))

Title Property Tax Manager

sign here Megan McKavanagh  
Signature (Authorized Company Representative (Applicant))

Date 10-6-2014



(Notary Seal)

GIVEN under my hand and seal of office this, the

6 day of October, 2014  
Beverly M. Hernandez  
Notary Public in and for the State of Texas  
My Commission expires: 9.3.2018

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Attachment B

Franchise Tax Account Status



## Franchise Tax Account Status

As of: 02/24/2015 08:01:01 AM

**This Page is Not Sufficient for Filings with the Secretary of State**

ETC TEXAS PIPELINE, LTD.	
Texas Taxpayer Number	10505324664
Mailing Address	800 E SONTERRA BLVD STE 400 SAN ANTONIO, TX 78258-3941
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	09/24/2002
Texas SOS File Number	0800126082
Registered Agent Name	CORPORATION SERVICE COMPANY D/B/A CSC- LAWYERS INCO
Registered Office Street Address	211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701

Attachment C

State Comptroller's Certification



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

---

P.O. Box 13828 • Austin, TX 78711-3828

February 17, 2015

Thomas Weeaks  
Superintendent  
Glasscock County Independent School District  
P.O. Box 9  
Garden City, Texas 79739

Dear Superintendent Weeaks:

On Nov. 19, 2014, the Comptroller issued written notice that ETC Texas Pipeline, LTD (the applicant) submitted a completed application (Application #1032) for a limitation on appraised value under the provisions of Tax Code Chapter 313<sup>1</sup>. This application was originally submitted on Oct. 13, 2014, to the Glasscock County Independent School District (the school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

**Determination required by 313.025(h)**

- |                   |  |
|-------------------|--|
| Sec. 313.024(a)   | Applicant is subject to tax imposed by Chapter 171.  |
| Sec. 313.024(b)   | Applicant is proposing to use the property for an eligible project.  |
| Sec. 313.024(d)   | Applicant has committed to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located. |
| Sec. 313.024(d-2) | Not applicable to Application #1032.   |

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

---

<sup>1</sup> All statutory references are to the Texas Tax Code, unless otherwise noted.

**Certificate decision required by 313.025(d)**

**Determination required by 313.026(c)(1)**

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period. See Attachment B.

**Determination required by 313.026(c)(2)**

The Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. See Attachment C.

Based on these determinations, the Comptroller issues a certificate for a limitation on appraised value. This certificate is contingent on the school district's receipt and acceptance of the Texas Education Agency's determination per 313.025(b-1).

The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-286) executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement within a year from the date of this letter.

Note that any building or improvement existing as of the application review start date of Nov. 19, 2014, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Robert Wood, Associate Deputy Comptroller, by email at [robert.wood@cpa.texas.gov](mailto:robert.wood@cpa.texas.gov) or by phone at 1-800-531-5441, ext. 3-3973, or direct in Austin at 512-463-3973.

Sincerely,



Mike Reissig  
Deputy Comptroller

Enclosure

cc: Robert Wood

**Attachment A – Economic Impact Analysis**

This following tables summarizes the Comptroller’s economic impact analysis of ETC Texas Pipeline, LTD (the project) applying to Glasscock County Independent School District (the district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

**Table 1** is a summary of investment, employment and tax impact of ETC Texas Pipeline, LTD.

Applicant	ETC Texas Pipeline, LTD
Tax Code, 313.024 Eligibility Category	Manufacturing
School District	Glasscock County ISD
2013-14 Enrollment in School District	296
County	Glasscock
Proposed Total Investment in District	\$105,000,000
Proposed Qualified Investment	\$105,000,000
Limitation Amount	\$30,000,000
Number of new qualifying jobs committed to by applicant	10
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$1,007
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)	\$1,007
Minimum annual wage committed to by applicant for qualified jobs	\$52,364
Minimum weekly wage required for non-qualifying jobs	
Minimum annual wage required for non-qualifying jobs	
Investment per Qualifying Job	\$10,500,000
Estimated M&O levy without any limit (15 years)	\$11,060,672
Estimated M&O levy with Limitation (15 years)	\$6,098,148
Estimated gross M&O tax benefit (15 years)	\$4,962,524

**Table 2** is the estimated statewide economic impact of ETC Texas Pipeline, LTD (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2015	155	200	355	\$8,116,482	\$13,883,518	\$22,000,000
2016	10	60	70	\$523,644	\$5,476,356	\$6,000,000
2017	10	51	61	\$523,644	\$5,476,356	\$6,000,000
2018	10	43	53	\$523,644	\$4,476,356	\$5,000,000
2019	10	43	53	\$523,644	\$4,476,356	\$5,000,000
2020	10	37	47	\$523,644	\$4,476,356	\$5,000,000
2021	10	31	41	\$523,644	\$4,476,356	\$5,000,000
2022	10	31	41	\$523,644	\$4,476,356	\$5,000,000
2023	10	33	43	\$523,644	\$4,476,356	\$5,000,000
2024	10	41	51	\$523,644	\$5,476,356	\$6,000,000
2025	10	31	41	\$523,644	\$4,476,356	\$5,000,000
2026	10	41	51	\$523,644	\$5,476,356	\$6,000,000
2027	10	39	49	\$523,644	\$5,476,356	\$6,000,000
2028	10	43	53	\$523,644	\$6,476,356	\$7,000,000
2029	10	43	53	\$523,644	\$6,476,356	\$7,000,000
2030	10	39	49	\$523,644	\$6,476,356	\$7,000,000

Source: CPA, REMI, ETC Texas Pipeline, LTD

**Table 3** examines the estimated direct impact on ad valorem taxes to the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate <sup>1</sup>	Glasscock County ISD I&S Levy	Glasscock County ISD M&O Levy	Glasscock County M&O and I&S Tax Levies	Glasscock County Tax Levy	Glasscock County Underground Water District Tax Levy	Estimated Total Property Taxes
			0.0549	1.0371		0.240000	0.007076		
2016	\$90,000,000	\$90,000,000		\$49,410	\$933,390	\$982,800	\$216,000	\$6,368	\$1,205,168
2017	\$87,300,000	\$87,300,000		\$47,928	\$905,388	\$953,316	\$209,520	\$6,177	\$1,169,013
2018	\$84,600,000	\$84,600,000		\$46,445	\$877,387	\$923,832	\$203,040	\$5,986	\$1,132,858
2019	\$81,900,000	\$81,900,000		\$44,963	\$849,385	\$894,348	\$196,560	\$5,795	\$1,096,703
2020	\$79,200,000	\$79,200,000		\$43,481	\$821,383	\$864,864	\$190,080	\$5,604	\$1,060,548
2021	\$76,500,000	\$76,500,000		\$41,999	\$793,382	\$835,380	\$183,600	\$5,413	\$1,024,393
2022	\$73,800,000	\$73,800,000		\$40,516	\$765,380	\$805,896	\$177,120	\$5,222	\$988,238
2023	\$71,100,000	\$71,100,000		\$39,034	\$737,378	\$776,412	\$170,640	\$5,031	\$952,083
2024	\$68,400,000	\$68,400,000		\$37,552	\$709,376	\$746,928	\$164,160	\$4,840	\$915,928
2025	\$65,700,000	\$65,700,000		\$36,069	\$681,375	\$717,444	\$157,680	\$4,649	\$879,773
2026	\$63,000,000	\$63,000,000		\$34,587	\$653,373	\$687,960	\$151,200	\$4,458	\$843,618
2027	\$60,300,000	\$60,300,000		\$33,105	\$625,371	\$658,476	\$144,720	\$4,267	\$807,463
2028	\$57,600,000	\$57,600,000		\$31,622	\$597,370	\$628,992	\$138,240	\$4,076	\$771,308
2029	\$54,900,000	\$54,900,000		\$30,140	\$569,368	\$599,508	\$131,760	\$3,885	\$735,153
2030	\$52,200,000	\$52,200,000		\$28,658	\$541,366	\$570,024	\$125,280	\$3,694	\$698,998
				<b>Total</b>	<b>\$11,060,672</b>	<b>\$11,646,180</b>	<b>\$2,559,600</b>	<b>\$75,466</b>	<b>\$14,281,246</b>

Source: CPA, ETC Texas Pipeline, LTD

<sup>1</sup>Tax Rate per \$100 Valuation

**Table 4** examines the estimated direct impact on ad valorem taxes to the school district and Glasscock County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code.

The difference noted in the last line is the difference between the totals in Table 3 and Table 4.

Table 4 Estimated Direct Ad Valorem Taxes with all property tax incentives sought									
Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate <sup>1</sup>	Glasscock County ISD I&S Levy	Glasscock County ISD M&O Levy	Glasscock County ISD M&O and I&S Tax Levies	Glasscock County Tax Levy	Glasscock County Underground Water District Tax Levy	Estimated Total Property Taxes
				0.0549	1.0371		0.240000	0.007076	
2016	\$90,000,000	\$30,000,000		\$49,410	\$311,130	\$360,540	\$216,000	\$6,368	\$582,908
2017	\$87,300,000	\$30,000,000		\$47,928	\$311,130	\$359,058	\$209,520	\$6,177	\$574,755
2018	\$84,600,000	\$30,000,000		\$46,445	\$311,130	\$357,575	\$203,040	\$5,986	\$566,602
2019	\$81,900,000	\$30,000,000		\$44,963	\$311,130	\$356,093	\$196,560	\$5,795	\$558,448
2020	\$79,200,000	\$30,000,000		\$43,481	\$311,130	\$354,611	\$190,080	\$5,604	\$550,295
2021	\$76,500,000	\$30,000,000		\$41,999	\$311,130	\$353,129	\$183,600	\$5,413	\$542,142
2022	\$73,800,000	\$30,000,000		\$40,516	\$311,130	\$351,646	\$177,120	\$5,222	\$533,988
2023	\$71,100,000	\$30,000,000		\$39,034	\$311,130	\$350,164	\$170,640	\$5,031	\$525,835
2024	\$68,400,000	\$30,000,000		\$37,552	\$311,130	\$348,682	\$164,160	\$4,840	\$517,682
2025	\$65,700,000	\$30,000,000		\$36,069	\$311,130	\$347,199	\$157,680	\$4,649	\$509,528
2026	\$63,000,000	\$63,000,000		\$34,587	\$653,373	\$687,960	\$151,200	\$4,458	\$843,618
2027	\$60,300,000	\$60,300,000		\$33,105	\$625,371	\$658,476	\$144,720	\$4,267	\$807,463
2028	\$57,600,000	\$57,600,000		\$31,622	\$597,370	\$628,992	\$138,240	\$4,076	\$771,308
2029	\$54,900,000	\$54,900,000		\$30,140	\$569,368	\$599,508	\$131,760	\$3,885	\$735,153
2030	\$52,200,000	\$52,200,000		\$28,658	\$541,366	\$570,024	\$125,280	\$3,694	\$698,998
					\$6,098,148	\$6,683,657	\$2,559,600	\$75,466	\$9,318,722
				Diff	\$4,962,524	\$4,962,524	\$0	\$0	\$4,962,524

Source: CPA, ETC Texas Pipeline, LTD

<sup>1</sup>Tax Rate per \$100 Valuation

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

**Attachment B – Tax Revenue over 25 Years**

This represents the Comptroller’s determination that ETC Texas Pipeline, LTD (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
<b>Limitation Pre-Years</b>		\$0	\$0	\$0	\$0
	2014	\$0	\$0	\$0	\$0
	2015	\$0	\$0	\$0	\$0
<b>Limitation Period (10 Years)</b>	2016	\$311,130	\$311,130	\$622,260	\$622,260
	2017	\$311,130	\$622,260	\$594,258	\$1,216,518
	2018	\$311,130	\$933,390	\$566,257	\$1,782,775
	2019	\$311,130	\$1,244,520	\$538,255	\$2,321,030
	2020	\$311,130	\$1,555,650	\$510,253	\$2,831,283
	2021	\$311,130	\$1,866,780	\$482,252	\$3,313,535
	2022	\$311,130	\$2,177,910	\$454,250	\$3,767,784
	2023	\$311,130	\$2,489,040	\$426,248	\$4,194,032
	2024	\$311,130	\$2,800,170	\$398,246	\$4,592,279
	2025	\$311,130	\$3,111,300	\$370,245	\$4,962,524
<b>Maintain Viable Presence (5 Years)</b>	2026	\$653,373	\$3,764,673	\$0	\$4,962,524
	2027	\$625,371	\$4,390,044	\$0	\$4,962,524
	2028	\$597,370	\$4,987,414	\$0	\$4,962,524
	2029	\$569,368	\$5,556,782	\$0	\$4,962,524
	2030	\$541,366	\$6,098,148	\$0	\$4,962,524
<b>Additional Years as Required by 313.026(c)(1) (10 Years)</b>	2031	\$513,365	\$6,611,513	\$0	\$4,962,524
	2032	\$485,363	\$7,096,875	\$0	\$4,962,524
	2033	\$457,361	\$7,554,236	\$0	\$4,962,524
	2034	\$429,359	\$7,983,596	\$0	\$4,962,524
	2035	\$401,358	\$8,384,953	\$0	\$4,962,524
	2036	\$373,356	\$8,758,309	\$0	\$4,962,524
	2037	\$345,354	\$9,103,664	\$0	\$4,962,524
	2038	\$317,353	\$9,421,016	\$0	\$4,962,524
	2039	\$289,351	\$9,710,367	\$0	\$4,962,524
	2040	\$261,349	\$9,971,716	\$0	\$4,962,524

**\$9,971,716**

is greater than

**\$4,962,524**

**Analysis Summary**

Is the project reasonably likely to generate M&O tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?

Yes

Source: CPA, ETC Texas Pipeline, LTD

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

## **Attachment C – Limitation as a Determining Factor**

Tax Code 313.026 states that the Comptroller may not issue a certificate for a limitation on appraised value under this chapter for property described in an application unless the comptroller determines that “the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state.” This represents the basis for the Comptroller’s determination.

### **Methodology**

Texas Administrative Code 9.1055(d) states the Comptroller shall review any information available to the Comptroller including:

- the application, including the responses to the questions in Section 8 (Limitation as a Determining Factor);
- public documents or statements by the applicant concerning business operations or site location issues or in which the applicant is a subject;
- statements by officials of the applicant, public documents or statements by governmental or industry officials concerning business operations or site location issues;
- existing investment and operations at or near the site or in the state that may impact the proposed project;
- announced real estate transactions, utility records, permit requests, industry publications or other sources that may provide information helpful in making the determination; and
- market information, raw materials or other production inputs, availability, existing facility locations, committed incentives, infrastructure issues, utility issues, location of buyers, nature of market, supply chains, other known sites under consideration.

### **Determination**

The Comptroller has determined that the limitation on appraised value is a determining factor in the ETC Texas Pipeline, LTD’s decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per the applicant, the applicant has made no investment to date on the project site.
- Per the applicant, no construction has commenced at the project site.
- Per the applicant, the applicant has a number of similar projects in other states, and appears to have a clear ability to build in other locations.
- The facility in this application is referred to as “Rebel II.” A previous application (App. # 379) was referred to as “Rebel.” The applicant stated that “there is no relationship between the two projects. Both are stand-alone projects.” The applicant also stated that the projects will be geographically located close together, but there is no relationship between the two.
- The applicant provided maps which includes the location of the two above-mentioned plants and existing and proposed pipelines.
- The applicant submitted a discounted cash flow model (DCF) calculating the total business enterprise value with or without the limitation agreement. Under the scenario without the agreement, total business enterprise value would be \$82,779,909. Under the scenario with the agreement, total business enterprise value would be \$96,550,929.
- The company states that it has evaluated other locations not in Texas. However, it didn’t provide any evidence of this evaluation, similar to the DCF model mentioned above. The company stated that “evaluations done to determine location are based upon feedstock which is directly tied to wells being drilled which are located in Western New Mexico, and in Texas from Midland area

over to Reeves County. New Mexico sits in the middle of this region with easy access to the Transwestern Pipeline which is where the natural gas is fed.”

- The Company stated that it is a leading midstream energy company “whose primary activities include gathering, treating, processing and transporting natural gas and natural gas liquids to a variety of markets and states.” It “currently operates over 17,500 miles of pipeline, 3 gas processing plants, 17 gas treating facilities and 10 gas conditioning plants. Locations for these operations included Arizona, New Mexico, Utah, Colorado, Kansas, Oklahoma, Texas, Arkansas and Louisiana.”
- Under Tab 5: Limitation as Determining Factor, the company didn’t list any alternative state. However, under Tab 4: Detailed Description of Project, the company stated that it could redirect its expenditures to build plants in other Texas Counties or the following states: Kansas, Louisiana, New Mexico, and Oklahoma.
- The company inquired about an abatement from the county, but was not able to obtain incentives from the county.

#### **Supporting Information**

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value
- c) Additional information provided by the Applicant or located by the Comptroller

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

## Attachment D

# Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION  
FINANCIAL IMPACT OF THE PROPOSED ETC TEXAS  
PIPELINE LTD PROJECT IN THE GLASSCOCK COUNTY  
INDEPENDENT SCHOOL DISTRICT , COMPTROLLER'S  
APPLICATION No. 1032**

**PREPARED BY**



**JANUARY 30, 2015**

## Executive Summary

ETC Texas Pipeline LTD (Company) has requested that the Glasscock County Independent School District (GCISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to GCISD on October 13, 2014, the Company plans to invest \$90 million to construct a natural gas and natural gas liquids processing and manufacturing facility. Moak, Casey & Associates (MCA) has been retained to prepare an analysis of this value limitation and help the district navigate the overall application and agreement process.

The ETC Texas project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others.

Under the provisions of Chapter 313, GCISD may offer a minimum value limitation of \$30 million. This value limitation, under the proposed application, will begin with the 2016-17 school year and remain at that level of taxable value for Maintenance and Operations (M&O) tax purposes for ten years. The entire project value will remain taxable for I&S or debt service purposes for the term of the agreement.

MCA's initial school finance analysis is detailed in this report. The overall conclusions are as follows, but please read all of the subsequent details in the report below for more information.

Total Revenue Loss Payment owed to GCISD	\$254,593
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the district.)	\$4,707,930

## Application Process

After the school district has submitted an application to the Comptroller's Office (Comptroller), the Comptroller begins reviewing the application for completeness. The purpose of this review is to ensure all necessary information and attachments are included in the application before moving forward with the formal review process. At the time the application is determined "complete," the Comptroller will deliver a Completeness Letter to the company and the school district. The Completeness letter was issued by the Comptroller's Office on November 19, 2014.

The issuance of a Completeness Letter is important because it sets the timeline for the rest of process. From the date of issuance, the Comptroller has 90 days to conduct its full review of the project and provide its certificate for a limitation on appraised value. After the certificate

is received, the district has until the 150<sup>th</sup> day from the receipt of the Completeness Letter or until December 31<sup>st</sup>, whichever is earlier, to adopt an agreement.

Each value limitation agreement is unique and to ensure the proper revenue-loss protection and maximum supplemental benefits are in place, an understanding of the school district's finances and a thorough knowledge of the Ch. 313 statute are required. MCA and O'Hanlon, McCollom & Demerath will ensure the best interests of GCISD are secured. After the Comptroller's certificate is received, O'Hanlon, McCollom & Demerath will contact the school district to discuss the value limitation agreement and begin negotiations of the supplemental benefit payment with the Company. A final version of the agreement must be submitted to the Comptroller for review 30 days prior to final adoption by the school district's board of trustees.

At the final board meeting, the school board will review the Value Limitation Agreement and Findings-of-Fact that detail the project's conformance with state law. In some instances, the school board may also be required to adopt a job waiver or create a reinvestment zone during this meeting. Prior to this meeting, O'Hanlon, McCollom & Demerath will provide the district with the necessary agenda language and any additional action items.

## How the 313 Agreement Interacts with Texas School Finance

M&O funding for Texas schools relies on two methods of finance: local school district property taxes and state aid. State aid consists of three components: Tier I, Tier II and additional state aid for tax reduction.

**Tier I** provides state funding based on ADA and special student populations, as well as transportation. The local funds for Tier I are M&O taxes raised at the compressed tax rate—\$1.00 per \$100 of taxable value for most school districts (less any recapture payments owed to the state from high-property-wealth school districts).

**Tier II** guarantees a specific amount of funding per student in weighted average daily attendance for each penny of a school district's tax effort above a specified level. There are two levels of Tier II funding—funding under the six so-called golden pennies and the eleven so-called copper pennies. Voter approval is required in most cases to access the last two golden pennies and the eleven copper pennies.

**Additional State Aid for Tax Reduction (ASATR)** guarantees a school district a set amount of state and local M&O funds per student in weighted average daily attendance to compensate for the mandatory reduction in, or compression of, the local M&O tax rate that was adopted in 2005 or 2006. For more detailed information on the school finance funding system, please review the Texas Education Agency's [School Finance 101: Funding of Texas Public Schools](#). For the 2014-15 school year it is estimated that 230 school districts will receive ASATR hold-harmless funding (\$335 million in state funding). ASATR funding is expected to be eliminated by the 2017-18 school year under current law.

For a school district that approves a Chapter 313 value limitation, the first year is often problematic financially. The implementation of the value limitation often results in an M&O revenue loss to the school district in the first year of the limitation that would not be reimbursed by the state, but require some type of compensation from the Company under

the revenue protection provisions of the agreement. This is because the general school finance formula system calculates state aid entitlements using the property value for the preceding year as certified by the Comptroller.

School districts that receive ASATR funding may not require as large of a company revenue-loss payment as those districts that are considered to be on "formula". **As ASATR is reduced, more districts will be considered on "formula" and the revenue losses may be greater than anticipated in the initial revenue-loss estimates.** GCISD is expected to receive ASATR funding in the 2016-17 school year under both sets of estimates presented below.

In most instances smaller revenue losses would be anticipated in years 2-10 of the limitation when the state M&O property values are aligned at the minimum value established by the Board on both the local tax roll and the corresponding state property value study. **If the full value of the project increases significantly during the value limitation period, the revenue losses may be greater than originally estimated.**

A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 1-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter).

Future legislative action on school funding could potentially affect the impact of the value limitation on the school district's finances and result in revenue-loss estimates that differ from the estimates presented in this report.

### **Underlying School District Data Assumptions**

A key element in any analysis of the school finance implications of a Chapter 313 agreement is the provision for revenue protection in the agreement between the school district and the applicant. The agreement calls for a calculation of the revenue impact of the value limitation in years 1-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. This meets the statutory requirement under Section 313.027(f)(1) of the Tax Code to provide school district revenue-protection language in the agreement. This approach also reduces guess work as to future changes in school finance and property tax laws.

Student enrollment counts are held constant at 300 students in average daily attendance (ADA) in analyzing the effects of the project on the finances of GCISD. The District's local tax base reached \$3.8 billion for the 2014 tax year (the most recent year available) and is maintained at that level for the forecast period in order to isolate the effects of the property value limitation. Previously-approved Chapter 313 agreements are also factored into both the underlying baseline and limitation models.

An M&O tax rate of \$1.0371 per \$100 is used throughout this analysis. GCISD has estimated 2014-15 state property wealth per weighted ADA or WADA of approximately \$5.2 million. As a result, GCISD is considered a Chapter 41 or recapture district under the school finance system. Table 1 summarizes the enrollment and property value assumptions for the 15 years that are the subject of this analysis.

The general approach used here to analyze the future revenue stream of the school district under a value limitation is to maintain static enrollment and property values in order to isolate the effects of the value limitation under the school finance system. ASATR is continued under the current funding elements until the 2017-18 school year.

**Table 1 – Base District Information with ETC Texas Project Value and Limitation Values**

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
QTP0	2015-16	300.00	560.35	\$1.0371	\$0.0700	\$4,276,488,897	\$4,276,488,897	\$3,615,605,000	\$3,615,605,000	\$6,452,451	\$6,452,451
QTP1/VL1	2016-17	300.00	560.35	\$1.0371	\$0.0700	\$4,213,158,897	\$4,153,158,897	\$4,047,265,800	\$4,047,265,800	\$7,222,798	\$7,222,798
QTP2/VL2	2017-18	300.00	560.35	\$1.0371	\$0.0700	\$4,026,648,097	\$3,969,348,097	\$3,983,935,800	\$3,923,935,800	\$7,109,778	\$7,002,702
VL3	2018-19	300.00	560.35	\$1.0371	\$0.0700	\$4,023,948,097	\$3,969,348,097	\$3,797,425,000	\$3,740,125,000	\$6,776,929	\$6,674,671
VL4	2019-20	300.00	560.35	\$1.0371	\$0.0700	\$4,205,828,021	\$4,153,928,021	\$3,794,725,000	\$3,740,125,000	\$6,772,110	\$6,674,671
VL5	2020-21	300.00	560.35	\$1.0371	\$0.0700	\$4,199,236,423	\$4,150,036,423	\$3,976,604,924	\$3,924,704,924	\$7,096,695	\$7,004,074
VL6	2021-22	300.00	560.35	\$1.0371	\$0.0700	\$4,192,722,656	\$4,146,222,656	\$3,970,013,326	\$3,920,813,326	\$7,084,932	\$6,997,129
VL7	2022-23	300.00	560.35	\$1.0371	\$0.0700	\$4,202,240,165	\$4,158,440,165	\$3,963,499,559	\$3,916,999,559	\$7,073,307	\$6,990,323
VL8	2023-24	300.00	560.35	\$1.0371	\$0.0700	\$4,205,978,424	\$4,164,878,424	\$3,973,017,068	\$3,929,217,068	\$7,090,293	\$7,012,127
VL9	2024-25	300.00	560.35	\$1.0371	\$0.0700	\$4,338,467,557	\$4,300,067,557	\$3,976,755,327	\$3,935,655,327	\$7,096,964	\$7,023,616
VL10	2025-26	300.00	560.35	\$1.0371	\$0.0700	\$4,654,263,091	\$4,618,563,091	\$4,109,244,460	\$4,070,844,460	\$7,333,406	\$7,264,876
VP1	2026-27	300.00	560.35	\$1.0371	\$0.0700	\$4,615,367,930	\$4,615,367,930	\$4,425,039,994	\$4,389,339,994	\$7,896,978	\$7,833,267
VP2	2027-28	300.00	560.35	\$1.0371	\$0.0700	\$4,577,095,209	\$4,577,095,209	\$4,386,144,833	\$4,386,144,833	\$7,827,565	\$7,827,565
VP3	2028-29	300.00	560.35	\$1.0371	\$0.0700	\$4,539,403,366	\$4,539,403,366	\$4,347,872,113	\$4,347,872,113	\$7,759,263	\$7,759,263
VP4	2029-30	300.00	560.35	\$1.0371	\$0.0700	\$4,504,269,165	\$4,504,269,165	\$4,310,180,269	\$4,310,180,269	\$7,691,998	\$7,691,998
VP5	2030-31	300.00	560.35	\$1.0371	\$0.0700	\$4,471,462,863	\$4,471,462,863	\$4,275,046,069	\$4,275,046,069	\$7,629,297	\$7,629,297

\*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

QT=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

**M&O Impact of the ETC Texas project on GCISD**

School finance models were prepared for GCISD under these assumptions through the 2030-31 school year. Under the proposed agreement, a model is established to make a calculation of the “Baseline Revenue Model” by adding the total value of the project to the model, but without assuming that a value limitation is approved. This is detailed in Table 2.

Additionally, a separate model is established to make a calculation of the “Value Limitation Revenue Model” by adding the project’s limited value of \$30 million to the model. These results are shown in Table 3.

**Table 2-- "Baseline Revenue Model"--Project Value Added with No Value Limitation**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate		Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
QTP0	2015-16	\$41,043,101	\$101,230	\$0	-\$37,781,196	\$2,520,301	\$0	\$0	\$10,167	\$5,893,603
QTP1/ML1	2016-17	\$40,448,404	\$101,230	\$361,078	-\$37,569,918	\$2,483,783	\$0	\$0	\$10,167	\$5,834,743
QTP2/ML2	2017-18	\$38,661,928	\$101,230	\$0	-\$35,865,216	\$2,374,082	\$0	\$0	\$10,167	\$5,282,191
VL3	2018-19	\$38,635,546	\$101,230	\$0	-\$35,706,187	\$2,372,462	\$0	\$0	\$10,167	\$5,413,217
VL4	2019-20	\$40,376,624	\$101,230	\$0	-\$37,315,645	\$2,479,375	\$0	\$0	\$10,167	\$5,651,751
VL5	2020-21	\$40,312,978	\$101,230	\$0	-\$37,393,957	\$2,475,467	\$0	\$0	\$10,167	\$5,505,884
VL6	2021-22	\$40,250,077	\$101,230	\$0	-\$37,330,777	\$2,471,604	\$0	\$0	\$10,167	\$5,502,300
VL7	2022-23	\$40,340,686	\$101,230	\$0	-\$37,410,224	\$2,477,168	\$0	\$0	\$10,167	\$5,519,026
VL8	2023-24	\$40,375,954	\$101,230	\$0	-\$37,449,871	\$2,479,334	\$0	\$0	\$10,167	\$5,516,813
VL9	2024-25	\$41,644,087	\$101,230	\$0	-\$38,630,644	\$2,557,205	\$0	\$0	\$10,167	\$5,682,044
VL10	2025-26	\$44,667,484	\$101,230	\$0	-\$41,541,605	\$2,742,861	\$0	\$0	\$10,167	\$5,980,136
VP1	2026-27	\$44,288,064	\$101,230	\$0	-\$41,405,482	\$2,719,562	\$0	\$0	\$10,167	\$5,713,540
VP2	2027-28	\$43,921,581	\$101,230	\$0	-\$41,037,531	\$2,697,057	\$0	\$0	\$10,167	\$5,692,504
VP3	2028-29	\$43,560,659	\$101,230	\$0	-\$40,675,158	\$2,674,895	\$0	\$0	\$10,167	\$5,671,792
VP4	2029-30	\$43,224,229	\$101,230	\$0	-\$40,336,029	\$2,654,236	\$0	\$0	\$10,167	\$5,653,832
VP5	2030-31	\$42,910,090	\$101,230	\$0	-\$40,019,366	\$2,634,946	\$0	\$0	\$10,167	\$5,637,066

QT= Qualifying Time Period  
 VL= Value Limitation  
 VP= Viable Presence

**Table 3-- "Value Limitation Revenue Model"--Project Value Added with Value Limit**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate		Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
QTP0	2015-16	\$41,043,101	\$101,230	\$0	-\$37,781,196	\$2,520,301	\$0	\$0	\$10,167	\$5,893,603
QTP1/ML1	2016-17	\$39,862,144	\$101,230	\$401,987	-\$37,024,567	\$2,447,783	\$0	\$0	\$10,167	\$5,798,743
QTP2/ML2	2017-18	\$38,102,049	\$101,230	\$0	-\$35,303,725	\$2,339,702	\$0	\$0	\$10,167	\$5,249,422
VL3	2018-19	\$38,102,049	\$101,230	\$0	-\$35,168,954	\$2,339,702	\$0	\$0	\$10,167	\$5,384,194
VL4	2019-20	\$39,869,509	\$101,230	\$0	-\$36,802,954	\$2,448,235	\$0	\$0	\$10,167	\$5,626,186
VL5	2020-21	\$39,832,245	\$101,230	\$0	-\$36,909,957	\$2,445,947	\$0	\$0	\$10,167	\$5,479,631
VL6	2021-22	\$39,795,726	\$101,230	\$0	-\$36,873,224	\$2,443,704	\$0	\$0	\$10,167	\$5,477,603
VL7	2022-23	\$39,912,716	\$101,230	\$0	-\$36,978,988	\$2,450,888	\$0	\$0	\$10,167	\$5,496,013
VL8	2023-24	\$39,974,366	\$101,230	\$0	-\$37,045,154	\$2,454,674	\$0	\$0	\$10,167	\$5,495,282
VL9	2024-25	\$41,268,880	\$101,230	\$0	-\$38,251,477	\$2,534,165	\$0	\$0	\$10,167	\$5,662,964
VL10	2025-26	\$44,318,660	\$101,230	\$0	-\$41,188,023	\$2,721,441	\$0	\$0	\$10,167	\$5,963,474
VP1	2026-27	\$44,288,064	\$101,230	\$0	-\$41,382,492	\$2,719,562	\$0	\$0	\$10,167	\$5,736,530
VP2	2027-28	\$43,921,581	\$101,230	\$0	-\$41,037,531	\$2,697,057	\$0	\$0	\$10,167	\$5,692,504
VP3	2028-29	\$43,560,659	\$101,230	\$0	-\$40,675,158	\$2,674,895	\$0	\$0	\$10,167	\$5,671,792
VP4	2029-30	\$43,224,229	\$101,230	\$0	-\$40,336,029	\$2,654,236	\$0	\$0	\$10,167	\$5,653,832
VP5	2030-31	\$42,910,090	\$101,230	\$0	-\$40,019,366	\$2,634,946	\$0	\$0	\$10,167	\$5,637,066

QT= Qualifying Time Period  
 VL= Value Limitation  
 VP= Viable Presence

Table 4 displays the results of the comparison between the Baseline Revenue Model and the Value Limitation Revenue Model (Tables 2 and 3). The difference between the two models indicates there will be a total revenue loss of \$254,593 over the course of the Agreement. Nearly all of the reduction in M&O taxes under the limitation agreement is offset through a reduction in recapture costs owed to the state under current law.

**Table 4 – Value Limit less Project Value with No Limit**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
QTP0	2015-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP1/VL1	2016-17	-\$586,260	\$0	\$40,909	\$545,351	-\$36,000	\$0	\$0	\$0	-\$36,000
QTP2/VL2	2017-18	-\$559,879	\$0	\$0	\$561,490	-\$34,380	\$0	\$0	\$0	-\$32,769
VL3	2018-19	-\$533,497	\$0	\$0	\$537,233	-\$32,760	\$0	\$0	\$0	-\$29,024
VL4	2019-20	-\$507,115	\$0	\$0	\$512,691	-\$31,140	\$0	\$0	\$0	-\$25,564
VL5	2020-21	-\$480,733	\$0	\$0	\$484,000	-\$29,520	\$0	\$0	\$0	-\$26,253
VL6	2021-22	-\$454,351	\$0	\$0	\$457,554	-\$27,900	\$0	\$0	\$0	-\$24,697
VL7	2022-23	-\$427,970	\$0	\$0	\$431,237	-\$26,280	\$0	\$0	\$0	-\$23,013
VL8	2023-24	-\$401,588	\$0	\$0	\$404,717	-\$24,660	\$0	\$0	\$0	-\$21,531
VL9	2024-25	-\$375,207	\$0	\$0	\$379,167	-\$23,040	\$0	\$0	\$0	-\$19,080
VL10	2025-26	-\$348,824	\$0	\$0	\$353,582	-\$21,420	\$0	\$0	\$0	-\$16,662
VP1	2026-27	\$0	\$0	\$0	\$22,989	\$0	\$0	\$0	\$0	\$22,989
VP2	2027-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP3	2028-29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP4	2029-30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP5	2030-31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

QT=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

***M&O Impact on the Taxpayer***

Table 5 summarizes the impact of the property value limitation in terms of the potential tax savings to the taxpayer under the property value limitation agreement. The focus of this table is on the M&O tax rate only. As noted previously, a \$1.0371 per \$100 M&O tax rate is assumed in 2014-15 (the most recent year available) and thereafter.

Under the assumptions used here, the potential tax savings from the value limitation total \$5 million over the life of the agreement. The GCISD revenue losses are expected to total approximately \$254,593 over the course of the agreement. In total, the potential net tax benefits (after hold-harmless payments are made) are estimated to total \$4.7 million. While legislative changes to ASATR funding could increase the hold-harmless amount owed in the initial limitation year under these estimates, there would still be a substantial tax benefit to the Company under the value limitation agreement for the remaining years that the limitation is in effect.

**Table 5 - Estimated Financial Impact of the ETC Texas Project Property Value Limitation Request Submitted to GCISD at \$1.0371 M&O Tax Rate**

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	School District Revenue Losses	Estimated Net Tax Benefits	
QTP0	2015-16	\$0	\$0	\$0	\$1.037	\$0	\$0	\$0	\$0	\$0	
QTP1/ML1	2016-17	\$90,000,000	\$30,000,000	\$60,000,000	\$1.037	\$933,390	\$311,130	\$622,260	-\$36,000	\$586,260	
QTP2/ML2	2017-18	\$87,300,000	\$30,000,000	\$57,300,000	\$1.037	\$905,388	\$311,130	\$594,258	-\$32,769	\$561,490	
VL3	2018-19	\$84,600,000	\$30,000,000	\$54,600,000	\$1.037	\$877,387	\$311,130	\$566,257	-\$29,024	\$537,233	
VL4	2019-20	\$81,900,000	\$30,000,000	\$51,900,000	\$1.037	\$849,385	\$311,130	\$538,255	-\$25,564	\$512,690	
VL5	2020-21	\$79,200,000	\$30,000,000	\$49,200,000	\$1.037	\$821,383	\$311,130	\$510,253	-\$26,253	\$484,000	
VL6	2021-22	\$76,500,000	\$30,000,000	\$46,500,000	\$1.037	\$793,382	\$311,130	\$482,252	-\$24,697	\$457,554	
VL7	2022-23	\$73,800,000	\$30,000,000	\$43,800,000	\$1.037	\$765,380	\$311,130	\$454,250	-\$23,013	\$431,237	
VL8	2023-24	\$71,100,000	\$30,000,000	\$41,100,000	\$1.037	\$737,378	\$311,130	\$426,248	-\$21,531	\$404,717	
VL9	2024-25	\$68,400,000	\$30,000,000	\$38,400,000	\$1.037	\$709,376	\$311,130	\$398,246	-\$19,080	\$379,167	
VL10	2025-26	\$65,700,000	\$30,000,000	\$35,700,000	\$1.037	\$681,375	\$311,130	\$370,245	-\$16,662	\$353,583	
VP1	2026-27	\$63,000,000	\$63,000,000	\$0	\$1.037	\$653,373	\$653,373	\$0	\$0	\$0	
VP2	2027-28	\$60,300,000	\$60,300,000	\$0	\$1.037	\$625,371	\$625,371	\$0	\$0	\$0	
VP3	2028-29	\$57,600,000	\$57,600,000	\$0	\$1.037	\$597,370	\$597,370	\$0	\$0	\$0	
VP4	2029-30	\$54,900,000	\$54,900,000	\$0	\$1.037	\$569,368	\$569,368	\$0	\$0	\$0	
VP5	2030-31	\$52,200,000	\$52,200,000	\$0	\$1.037	\$541,366	\$541,366	\$0	\$0	\$0	
							<b>\$11,060,672</b>	<b>\$6,098,148</b>	<b>\$4,962,524</b>	<b>-\$254,593</b>	<b>\$4,707,930</b>

QT= Qualifying Time Period VL= Value Limitation VP= Viable Presence
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**I&S Funding Impact on School District**

The project remains fully taxable for debt services taxes, with GCISD currently levying a \$0.07 per \$100 I&S tax rate. The value of the ETC Texas project is expected to depreciate over the life of the agreement and beyond, but full access to the additional value should provide a benefit to the District in terms of increased I&S tax collections.

The project is not expected to affect GCISD in terms of enrollment. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

**Note: School district revenue-loss estimates are subject to change based on numerous factors, including:**

- Legislative and Texas Education Agency administrative changes to the underlying school finance formulas used in these calculations.
- Legislative changes addressing property value appraisals and exemptions.
- Year-to-year appraisals of project values and district taxable values.
- Changes in school district tax rates and student enrollment.

Attachment E

Taxable Value of Property

# Glenn Hegar

Texas Comptroller of Public Accounts

Welcome to your official online window on state government services from the Texas Comptroller of Public Accounts.

## 2014 ISD Summary Worksheet

087/Glasscock

087-901/Glasscock County ISD

Category	Local Tax Roll Value	2014 WTD Mean Ratio	2014 PTAD Value Estimate	2014 Value Assigned
A. Single-Family Residences	5,811,748	N/A	5,811,748	5,811,748
B. Multi-Family Residences	0	N/A	0	0
C1. Vacant Lots	90,063	N/A	90,063	90,063
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	22,920,772	.7212	31,781,383	22,920,772
D2. Real Prop Farm & Ranch	3,100,444	N/A	3,100,444	3,100,444
E. Real Prop NonQual Acres	33,002,444	N/A	33,002,444	33,002,444
F1. Commercial Real	5,222,303	N/A	5,222,303	5,222,303
F2. Industrial Real	291,862,560	N/A	291,862,560	291,862,560
G. Oil, Gas, Minerals	3,006,970,478	1.0281	2,924,784,046	3,006,970,478
J. Utilities	222,550,890	N/A	222,550,890	222,550,890
L1. Commercial Personal	1,022,357	N/A	1,022,357	1,022,357
L2. Industrial Personal	207,510,331	N/A	207,510,331	207,510,331
M. Other Personal	439,713	N/A	439,713	439,713

N. Intangible Personal Prop	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	3,800,504,103		3,727,178,282	3,800,504,103
Less Total Deductions	219,864,324		219,864,324	219,864,324
Total Taxable Value	3,580,639,779		3,507,313,958	3,580,639,779 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

### Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
3,583,081,650	3,580,639,779	3,580,990,718	3,578,548,847	3,581,215,156	3,579,124,224

**Loss To  
the Additional  
\$10,000 Homestead  
Exemption**

2,441,871

**50% of the loss  
to the Local Optional  
Percentage Homestead  
Exemption**

2,090,932

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax

ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

### Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
3,790,814,784	3,788,372,913	3,788,723,852	3,786,281,981	3,788,948,290	3,786,857,358

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

# Attachment F

## TEA's Facilities Value



# TEXAS EDUCATION AGENCY

1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • [www.tea.state.tx.us](http://www.tea.state.tx.us)

Michael L. Williams  
Commissioner

November 21, 2014

Andrew Wheeler, President  
Board of Trustees  
Glasscock County Independent School District  
PO Box 9  
Garden City, TX 79739-0009

Dear Mr. Wheeler:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed ETC Texas Pipeline, LTD project on the number and size of school facilities in Glasscock County Independent School District (GCISD). Based on an examination of GCISD enrollment and the number of potential new jobs, the TEA has determined that the ETC Texas Pipeline, LTD project should not have a significant impact on the number or size of school facilities in GCISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at [al.mckenzie@tea.state.tx.us](mailto:al.mckenzie@tea.state.tx.us) if you have any questions.

Sincerely,

Al McKenzie, Manager  
Foundation School Program Support

AM/rk  
Cc: Thomas Weeaks

Attachment G

Participation Agreement

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE  
OF PROPERTY FOR SCHOOL DISTRICT  
MAINTENANCE AND OPERATIONS TAXES**

---

by and between

**GLASSCOCK COUNTY INDEPENDENT SCHOOL DISTRICT**

and

**ETC TEXAS PIPELINE, LTD**

*(Texas Taxpayer ID # 10505324664)*

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TEXAS COMPTROLLER APPLICATION NUMBER 1032

Dated

April 20, 2015

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

*STATE OF TEXAS* §

*COUNTY OF STERLING* §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **GLASSCOCK COUNTY INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District," a lawfully created [independent or consolidated] school district within the State of Texas operating under and subject to the Texas Education Code, and **ETC TEXAS PIPELINE, LTD**, Texas Taxpayer Identification Number 10505324664 hereinafter referred to as "Applicant." Applicant and District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, on October 13, 2014, the Superintendent of Schools of the Glasscock County Independent School District, acting as agent of the Board of Trustees of District, received from Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

**WHEREAS**, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the application;

**WHEREAS**, the Application was delivered to the Texas Comptroller's Office for review pursuant to Section 313.025(a-1) of the TEXAS TAX CODE; and,

**WHEREAS**, the District and Texas Comptroller's Office have determined that the application is complete and November 19, 2014 is the Application Review Start Date as that terms is defined by 34 TEX. ADMIN. CODE 9.1051;

**WHEREAS**, pursuant to 34 TEX. ADMIN. CODE §9.1054, the Application was delivered for review to the Sterling Appraisal District established in Sterling County, Texas (the "Sterling County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

**WHEREAS**, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on February 17, 2015 issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

**WHEREAS**, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.026 of the TEXAS TAX CODE;

**WHEREAS**, on April 20, 2015, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

**WHEREAS**, on April 20, 2015, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) Applicant is eligible for the Limitation on Appraised Value of Applicant's Qualified Property; (iii) the project proposed by Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset District's maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in Applicant's decision to invest capital and construct the project in this state; and (v) this Agreement is in the best interest of District and the State of Texas;

**WHEREAS**, on April 20, 2015, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes; and,

**WHEREAS**, on April 20, 2015, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

## **ARTICLE I** **DEFINITIONS**

### **Section 1.1 DEFINITIONS.**

Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEX. ADMIN. CODE §9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEX. ADMIN. CODE §9.1051.

"*Act*" means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Section 10.2.

“Applicable School Finance Law” means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant’s ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement.

“Applicant” means ETC Texas Pipeline, LTD, (Texas Taxpayer ID # 10505324664), the company listed in the Preamble of this Agreement and that listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include Applicant’s assigns and successors-in-interest as approved according to Section 10.2 of this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in Section 3.3 of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, of the Texas Tax Code) filed with District by Applicant on November 19, 2014. The term includes all forms required by Comptroller, the schedules attached thereto, and all other documentation submitted by Applicant for the purpose of obtaining an Agreement with District. The term also includes all amendments and supplements thereto submitted by Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which District issues its written notice that Applicant has submitted a completed application or the date on which Comptroller issues its written notice that Applicant has submitted a completed application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

“Appraisal District” means the Sterling Appraisal District.

“Board of Trustees” means the Board of Trustees of the Glasscock County Independent School District

"Comptroller" means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of Comptroller.

"Comptroller's Rules" means the applicable rules and regulations of Comptroller set forth in Chapter 34 Texas Administrative Code, Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

"County" means Sterling County, Texas.

"District" or "School District" means the Glasscock County Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on Applicant's Qualified Property or the Applicant's Qualified Investment.

"Final Termination Date" means the last date of the final year in which Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

"Force Majeure" means those causes generally recognized under Texas law as constituting impossible conditions. Each party must inform the other in writing with proof of receipt within three business days of the existence of such force majeure or otherwise waive this right as a defense.

"Land" means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

"Maintain Viable Presence" means (i) the development, construction and operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the retention during the term of this Agreement of the number of New Qualifying Jobs set forth in its Application by Applicant; (iii) and continue the average weekly wage paid by Applicant for all Non-Qualifying Jobs created by Applicant that exceeds the county average weekly wage for all jobs in the county where the administrative office of District is maintained.

"M&O Amount" shall have the meaning assigned to such term in Section 3.2 of the Agreement.

"Maintenance and Operations Revenue" or "M&O Revenue" means (i) those revenues which District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the

TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the TEXAS EDUCATION CODE.

"Market Value" shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

"New Qualifying Jobs" means the total number of jobs to be created and maintained by Applicant after the Application Approval Date in connection with the project which is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(4) of the TEXAS TAX CODE.

"Qualified Investment" has the meaning set forth in Chapter 313 of the TEXAS TAX CODE, as interpreted by Comptroller's Rules, as these provisions existed on the Application Review Start Date.

"Non-Qualifying Jobs" means the number of New Non-Qualifying Jobs, as defined in 34 TAC §9.0151, to be created and maintained by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

"Qualified Property" has the meaning set forth in Chapter 313 of the Texas Tax Code and as interpreted by Comptroller's Rules and the Texas Attorney General, as these provisions existed on the date of the Application is approved by District,

"Qualifying Time Period" means the period that begins on the date of approval of this Agreement by District's Board of Trustees and ends on December 31st of the second Tax Year that begins after such date of approval as is defined in Section 313.021(4)(A) of the Texas Tax Code and during which Applicant shall make investment on the land where the qualified property in the amount required by the Act, the Comptroller's rules, and this Agreement and as further identified in Section 2.3.C of this Agreement.

"Revenue Protection Amount" means the amount calculated pursuant to Section 3.2 of this Agreement.

"State" means the State of Texas.

"Substantive Document" means a document or other information or data in electronic media determined by the Comptroller to substantially involve or include information or data significant to an application, the evaluation or consideration of an application, or the agreement or implementation of an agreement for limitation of appraised value pursuant to Chapter 313 of

the Texas Tax Code. The term includes, but is not limited to, any application requesting a limitation on appraised value and any amendments or supplements, any economic impact evaluation made in connection with an application, any agreement between applicant and the school district and any subsequent amendments or assignments, and any school district written finding or report filed with the comptroller as required under this subchapter.

"Supplemental Payment" has the meaning as set forth in Article VI of this Agreement.

"Tax Limitation Amount" means the maximum amount which may be placed as the Appraised Value on Applicant's Qualified Property for each tax year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

"Tax Limitation Period" means the Tax Years for which the Applicant's Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

"Tax Year" shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (i.e., the calendar year).

"Taxable Value" shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

"Texas Education Agency Rules" means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313 of the TEXAS TAX CODE, which are set forth at 19 TEX. ADMIN. CODE, Part 2, together with any court or administrative decisions interpreting same.

## **ARTICLE II**

### **AUTHORITY, PURPOSE AND LIMITATION AMOUNTS**

#### **Section 2.1. AUTHORITY.**

This Agreement is executed by District as its written agreement with Applicant pursuant to the provisions and authority granted to District in Section 313.027 of the TEXAS TAX CODE.

#### **Section 2.2. PURPOSE.**

In consideration of the execution of and subsequent performance of the terms and obligations by Applicant pursuant to this Agreement, identified in Section 2.5 and 2.6 and as more fully specified in this Agreement, the value of Applicant's Qualified Property listed and assessed by the County Appraiser for District's operation and maintenance ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

**Section 2.3. TERM OF THE AGREEMENT.**

A. The Application Review Start Date for this Agreement is November 19, 2014, which will determine Applicant's Qualified Property and applicable wage standard.

B. The Application Approval Date for this Agreement is April 20, 2015, which will determine the qualifying time period.

C. The Qualifying Time Period for this agreement:

1. Starts on April 20, 2015, Application Approval Date; and
2. Ends on December 31, 2017; being the second complete tax year after the effective date of this agreement

D. The Tax Limitation Period for this Agreement:

1. Starts on January 1, 2016
2. Ends on December 31, 2025.

E. The Final Termination Date for this Agreement is December 31, 2030.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Subsection B. This Agreement, and the obligation and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Subsection E, unless extended by the express terms of this Agreement.

**2.4. TAX LIMITATION.**

So long as Applicant makes the Qualified Investment as defined by Section 2.5 below, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. The Market Value of the Applicant's Qualified Property; or,
- B. Thirty Million Dollars (\$30,000,000.00)

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Section 313.052 of the TEXAS TAX CODE.

## **2.5. QUALIFIED INVESTMENT FOR TAX LIMITATION ELIGIBILITY.**

In order to be eligible and entitled to receive the value limitation identified in 2.4 for the Qualified Property identified in Article III, Applicant shall:

A. have completed Qualified Investment in the amount of Thirty Million Dollars (\$30,000,000.00) by the end of the Qualifying Time Period;

B. have created the number of Qualifying Jobs specified in, and in the time period specified on, Schedule C of the Application; and

C. be paying the average weekly wage of all jobs in the county in which District's administrative office is located for all non-qualifying jobs created by Applicant.

## **2.6. TAX LIMITATION OBLIGATIONS.**

In order to receive and maintain the limitation authorized by 2.4, Applicant shall:

A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;

B. provide payments to the District that protect District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V;

C. provide such supplemental payments as more fully specified in Article VI; and

D. create and Maintain Viable Presence on and/or with the qualified property and perform additional obligations as more fully specified in Article VII of this Agreement.

## **ARTICLE III QUALIFIED PROPERTY**

### **Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.**

At the time of making the Qualified Investment and during the period starting with the Application Approval Date and ending on the Final Termination Date, the Land is and shall be within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

### **Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT.**

The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described on **EXHIBIT 2** which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may

not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

**Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY.**

The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 3**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 3** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's rules, and Section 10.2 of this Agreement,.

**Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.**

If at any time after the Application Approval Date there is a material change in the Qualified Property located on the land described in **EXHIBIT 2**; or, upon a reasonable request of District, Comptroller, the Appraisal District, or the State Auditor's Office, Applicant shall provide to District, Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

**Section 3.5. QUALIFYING USE.**

Applicant's Qualified Property described above in Section 2.3 qualifies for a tax limitation agreement under Section 313.024(b)(1) of the TEXAS TAX CODE as a manufacturing facility.

**ARTICLE IV**  
**PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES**

**Section 4.1. INTENT OF THE PARTIES.**

In conformance with the provisions of Texas Tax Code § 313.027(f)(1), it is the intent of the Parties that the District shall be compensated over the course of this Agreement by the Applicant for: (i) any monetary loss that the District incurs in its Maintenance and Operations Revenue; or, (ii) for any new uncompensated operating cost incurred as a sole and direct result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Subject to the limitations contained in this Agreement. It is the intent of the Parties that the risk of any negative financial consequence to the District in making the decision to enter into this Agreement will be borne by the Applicant and not by the District, and paid by the Applicant to the District in addition to any and all support due under Article VI.

A. The calculation of the amount of any Revenue Protection required to be paid by Applicant under this Article IV shall be made for the first time for the first complete tax year following the start of Commercial Operations.

B. For purposes of this Article IV, and of Section 2.3(d)(1), above, the term "Commercial Operations" means the date on which project described in **EXHIBIT 3**, below becomes commercially operational and placed into service, such that all of the following events have occurred and remain simultaneously true and accurate:

(i) fully capable of producing methane based propylene for sale.

C. Within 60 days from the date commercial operations begin, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a verified written report, giving a specific and detailed description of the land, tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such qualified property within the boundaries of the land which is subject to the agreement, if such final description is different than the description provided in the application or any supplemental application information, or if no substantial changes have been made, a verification of the fact that no substantial changes have been made.

#### **Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT.**

The amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "M&O Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The M&O Amount owed by the Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue;

Where:

- i. "Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property and/or Qualified Investment been subject to the ad valorem maintenance & operations tax at the tax rate actually adopted by the District for the applicable year.
- ii. "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to Maintenance and Operations Revenue because of any portion of this agreement.

In making the calculations required by this Section 4.2:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property and/or the Applicant's Qualified Investment will be presumed to be one hundred percent (100%)
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 4.2 results in a negative number, the negative number will be considered to be zero.
- iv. All calculations made for years 2016 through 2025 of this Agreement under Section 4.2, Subsection *ii* of this Agreement will reflect the Tax Limitation Amount for such year.
- v. All calculations made under this Section 4.2 shall be made by a methodology which isolates the full M&O revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or on account of or otherwise arising out of any other factors not contained in this Agreement.

**Section 4.3. CUMULATIVE PAYMENT LIMITATION.**

In no event shall the Cumulative Payments made by Applicant to the District exceed an amount equal to One Hundred Percent (100%) of Applicant's Cumulative Unadjusted Tax Benefit under this Agreement from the Commencement Date through Tax Year 2028. For each year of this Agreement, amounts due and owing by Applicant to the District which, by virtue of the application of payment limitation set forth in this Section are not payable to the District for a given year, shall be carried forward to future years, but shall be subject, in each subsequent year to the limit set forth in this Section.

**Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES.**

In addition to the amounts determined pursuant to Section 4.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

A. The Applicant, on an annual basis, shall also indemnify and reimburse the District for all non-reimbursed costs, certified by the District's external auditor to have been incurred by the

District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.9 herein.

B. Any other loss of District revenues which are, or may be reasonably attributable to the payment by the Applicant to or on behalf of any other third party beneficiary of this Agreement. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.9 herein.

#### **Section 4.5. CALCULATIONS TO BE MADE BY THIRD PARTY.**

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected each year by the District.

#### **Section 4.6. DATA USED FOR CALCULATIONS.**

The calculations under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to Texas Tax Code §26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 4.5. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

#### **Section 4.7. DELIVERY OF CALCULATIONS.**

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.5 of this Agreement shall forward to the Parties the calculations required under Sections 4.2 and/or 4.4 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation and fee for a period of four (4) years after the Final

Termination date of this Agreement. The Applicant shall not be liable for any of Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Third Party pursuant to Section 4.7, if such fee is timely paid.

**Section 4.8. PAYMENT BY APPLICANT.**

The Applicant shall pay any amount determined to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.7, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, reports required by any state agency, disclosures, other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. In no year shall the Applicant be responsible for the payment of any total expenses under this Section and Section 4.7, above, in excess of Ten Thousand Dollars (\$10,000.00).

**Section 4.9. RESOLUTION OF DISPUTES.**

Should the Applicant disagree with the Third Party calculations made pursuant to Sections 4.7 of this Agreement, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days of receipt of the calculation. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees. Any appeal by the Applicant of the final determination of the Third Party may be made, in writing, to the District's Board of Trustees within thirty (30) days of the final determination of the calculations.

**Section 4.10. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.**

In the event that, at the time the Third Party selected under Section 4.5 makes its calculations under this Agreement, the Applicant has appealed the taxable values placed by the Appraisal District on the Qualified Property, and the appeal of the appraised values are unresolved, the Third Party shall base its calculations upon the values initially placed upon the Qualified Property by the Appraisal District.

In the event that the result of an appraisal appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of a new value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years. In the event the new calculations result in the change of any amount payable by the Applicant under this Agreement, the party from whom the adjustment is payable shall remit such amounts to the counter-party within thirty (30) days of the receipt of the new calculations from the Third Party.

**Section 4.11. EFFECT OF STATUTORY CHANGES.**

Notwithstanding any other provision in this Agreement, but subject only to the limitations contained in Section 7.1, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State because of its participation in this Agreement, the Applicant shall make payments to the District, that are necessary to offset any negative impact on the District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District.

**ARTICLE V**  
**PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES**

**Section 5.1. EXTRAORDINARY EXPENSES.**

In addition to the amounts determined pursuant to Section 3.2 of this Agreement above, Applicant on an annual basis shall also indemnify and reimburse District for the following:

A. all non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project; and

B. any other loss of District revenues which are, or may be attributable to the payment by Applicant to or on behalf any other third party beneficiary.

**ARTICLE VI**  
**SUPPLEMENTAL PAYMENTS**

**Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS.**

In interpreting the provisions of Article IV and VI, the Parties agree as follows:

A. Amounts Exclusive of Indemnity Amounts. In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article IV, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the Supplemental Payments set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the Texas

Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the obligation for Supplemental Payments under Article VI of this agreement are separate and independent of the obligation of the Applicant to pay the amounts described in Article IV; provided, however, that all payments under Articles IV and VI are subject to such limitations as are contained in Section 7.1, and that all payments under Article VI are subject to the separate limitations contained in Section 6.4.

B. As used in Article IV and this Article VI, the following terms shall be defined as follows:

i. "*Cumulative Payments*" means for each year of this Agreement the total of all payments, calculated under both Article IV and Article VI of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus payments paid by Applicant for all previous Tax Years under Article IV and Article VI of this Agreement.

ii. "*Cumulative Unadjusted Tax Benefit*" means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for the applicable Tax Year added to the Unadjusted Tax Benefit from all previous Tax Years of this Agreement.

iii. "*Net Tax Benefit*" means (a) the amount of maintenance and operations *ad valorem* taxes that the Applicant would have paid to the District for all Tax Years if this Agreement had not been entered into by the Parties, (b) adding to the amount determined under clause, and (c) subtracting from the sum of the amounts determined under clauses (a) and (b) the sum of (d) all maintenance and operations *ad valorem* school taxes actually due to the District or any other governmental entity, including the State of Texas, for all Tax Years of this Agreement, plus (e) any payments due to the District under Article IV under this Agreement as well as the Annual Limit.

## **Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION.**

A. Notwithstanding the foregoing, the total annual supplement payment made pursuant to this article shall:

i. not exceed in any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year; and

ii. only be made during the period starting the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

B. This limitation does not apply to amounts described by Section 313.027(f)(1)-(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

C. For purposes of this Agreement, the amount of the Annual Limit shall be \$27,400 based upon the District's 2014-2015 Average Daily Attendance of 274, rounded to the whole number.

**Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO SUPPLEMENTAL PAYMENT LIMITATION.**

In any year during the term of this Agreement, the District shall not be entitled to receive Supplemental Payments that exceed the lesser of:

- A. the Applicant's Stipulated Supplemental Payment Amount, defined as Forty Percent (40%) of the Applicant's Net Tax Benefit, as the term is defined in Section 6.1(C)(iii), above; or,
- B. the Annual Limit, as the term is defined in Section 6.2(C), above.

**Section 6.4. ANNUAL CALCULATION OF STIPULATED SUPPLEMENTAL PAYMENT AMOUNT.**

The Parties agree that for each Tax Year of this Agreement, beginning with Tax Year 2016, the first year of the tax limitation period specified in Section 2.3(d)(1) of this Agreement, the Stipulated Supplemental Payment amount, described in Section 6.2, above will annually be calculated based upon the then most current estimate of tax savings to the Applicant, which will be made, based upon assumptions of student counts, tax collections, and other applicable data, in accordance with the following formula:

Taxable Value of the Applicant's Qualified Property for such Tax Year had this Agreement not been entered into by the Parties (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's interest and sinking fund tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

*Minus,*

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's maintenance and operations tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

*Multiplied by,*

The District's maintenance and operations tax rate for such Tax Year, or the school tax rate of any other governmental entity, including the State of Texas, for such Tax Year;

*Minus,*

Any amounts previously paid to the District under Article IV for such Tax Year;

*Multiplied by,*

The number 0.4;

*Minus,*

Any amounts previously paid to the District under Sections 6.2 and 6.3, above, with respect to such Tax Year.

In the event that there are changes in the data upon which the calculations set forth herein are made, the Third Party selected pursuant to Section 4.5, above, shall adjust the Stipulated Supplemental Payment amount calculation to reflect any changes in the data.

#### **Section 6.5. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS**

A. All calculations required by this Article shall be calculated by the Third Party selected pursuant to Section 4.5, above.

B. The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.7, above.

C. The payment of all amounts due under this Article shall be made by December 31 of the tax year for which the payment is due.

#### **Section 6.6. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.**

At any time during this Agreement, the District's Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that the Applicant's payment obligations under Article VI of this agreement be made to its educational foundation, or to a similar entity. The alternative entity may only use such funds received under this Article to support the educational mission of the District and its students. Any designation of an alternative entity must be made by recorded vote of the District's Board of Trustees at a properly posted public Board meeting. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 9.1, below. Such designation may be rescinded, with respect to future payments only, by action of the District's Board of Trustees at any time.

Any designation of a successor beneficiary under this Section shall not alter the Aggregate Limit or the Net Aggregate Limit or the Supplemental Payments calculated as described in Section 6.5, above.

**ARTICLE VII**  
**ANNUAL LIMITATION OF PAYMENTS BY APPLICANT**

**SECTION 7.1 ANNUAL LIMITATION.**

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by Applicant to District for such Tax Year, plus the sum of all payments otherwise due from Applicant to District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that Applicant would have paid to District for such Tax Year (determined by using District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Section 4.2 of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from Applicant to District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

**Section 7.2. OPTION TO TERMINATE AGREEMENT.**

In the event that any payment otherwise due from Applicant to District under Article IV, Article V, and/or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1 above, then the Applicant shall have the option to terminate this Agreement. Applicant may exercise such option to terminate this Agreement by notifying District of its election in writing not later than the July 31 of the year next following the Tax Year with respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

**Section 7.3. EFFECT OF OPTIONAL TERMINATION.**

Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which

such notification is delivered to District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments, records and dispute resolution shall survive the termination or expiration dates of this Agreement.

**ARTICLE VIII**  
**ADDITIONAL OBLIGATIONS OF APPLICANT**

**Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE.**

In order to receive and maintain the limitation authorized by 2.4 in addition to the other obligations required by this Agreement, Applicant shall Maintain Viable Presence in District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure. The Final Termination Date will only be extended for the mutually agreed length of the Force Majeure.

**Section 8.2. REPORTS .**

In order to receive and maintain the limitation authorized by 2.4 in addition to the other obligations required by this Agreement, Applicant shall submit the following reports completed by Applicant to the satisfaction of Comptroller on the dates indicated on the form and starting on the first such due date after the Application Approval Date:

A. The Annual Eligibility Report, Form 50-772 located at Comptroller website <http://www.window.state.tx.us/taxinfo/taxforms/50-772.pdf>;

B. The Biennial Progress Report, Form 50-773, located at Comptroller website <http://www.window.state.tx.us/taxinfo/taxforms/50-773.pdf>; and

C. The Job Creation Compliance Report, Form 50-825, located at the Comptroller website [http://www.texasahead.org/tax\\_programs/chapter313/forms.php](http://www.texasahead.org/tax_programs/chapter313/forms.php).

**Section 8.3. COMPTROLLER'S ANNUAL REPORT ON CHAPTER 313 AGREEMENTS.**

During the term of this Agreement, both Parties shall provide Comptroller with all information reasonably necessary for Comptroller to assess performance under this Agreement for the purpose of issuing Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

**Section 8.4. DATA REQUESTS.**

During the term of this Agreement, and upon the written request of District, the State Auditor's Office, or Comptroller, the Applicant shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement.

**Section 8.5. SITE VISITS AND RECORD REVIEW.**

Applicant shall allow authorized employees of District, the Comptroller, the Appraisal District, and/or the State Auditor's Office to have access to Applicant's Qualified Property and/or business records, in accordance with Section 22.07 of the TEXAS TAX CODE, from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of Applicant, and shall be conducted in accordance with Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide District, Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret or is subject to a confidentiality agreement with any third party.

**Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; INDEPENDENT AUDITS.**

This Agreement is subject to review and audit by the State Auditor pursuant to Section 2262.003 of the TEXAS GOVERNMENT CODE and Section 331.010(a) of the TEXAS TAX CODE, and the following requirements:

A. District and Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. Applicant and District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the later of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or

iii. date of resolution of all disputes or payment.

B. District and Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the Applicant's Qualified Property, Qualified Investment, Qualifying Jobs, and wages paid for Non-Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by Comptroller, State Auditor's Office, State of Texas or their authorized representatives. Applicant and District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, Applicant's failure to comply with this Section shall constitute a material breach of this Agreement.

C. Comptroller may require, at Applicant's or District's sole cost and expense, as applicable, independent audits by a qualified certified public accounting firm of Applicant's, District's or the Comptroller's books, records, or property. The independent auditor shall provide Comptroller with a copy of such audit at the same time it is provided to Applicant and/or District.

D. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003 of the TEXAS GOVERNMENT CODE, the state auditor may conduct an audit or investigation of Applicant or District or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Applicant or District or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Applicant or District or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003 of the TEXAS GOVERNMENT CODE.

#### **Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS.**

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which Comptroller would not have approved this Agreement and District would not executed this Agreement. By signature to this Agreement, Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct; and

B. acknowledges that if Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that Applicant has violated any of the representations, warranties, guarantees, certifications or affirmations included in the Application or this Agreement, Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by 34 Tex. Admin. Code § 9.1053(f)(2)(L).

**ARTICLE IX**  
**MATERIAL BREACH OR EARLY TERMINATION**

**Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT.**

Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions:

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to an material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. Applicant failed to have complete Qualified Investment as required by Section 2.5 of this Agreement;

C. Applicant failed to create the number of Qualifying Jobs specified in Schedule C of the Application;

D. Applicant failed to pay the average weekly wage of all jobs in the county in which District's administrative office is located for all Non-Qualifying Jobs created by Applicant;

E. Applicant failed to provide payments to District sufficient to protect the future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

F. Applicant failed to provide payments to the District that protect District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V of this Agreement;

G. Applicant failed to provide such supplemental payments as more fully specified in Article VI of this Agreement;

H. Applicant failed to create and Maintain Viable Presence on and/or with the qualified property as more fully specified in Article VIII of this Agreement;

I. Applicant failed to submit the reports required to be submitted by section 8.2 to the satisfaction of Comptroller on the dates indicated on the form;

J. Applicant failed to provide the District or Comptroller with all information reasonably necessary for District or Comptroller determine whether Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

K. Applicant failed to allow authorized employees of District, Comptroller, the Appraisal District, and/or the State Auditor's Office to have access to Applicant's Qualified Property and/or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of Applicant's Qualified Property;

L. Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with the Agreement.

M. Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles III and IV, of this Agreement; or

N. Applicant fails either to:

i. Implement a plan to remedy non-compliance as required by Comptroller pursuant to 34 TAC Section 9.1059; or

ii. Pay a penalty assessed by Comptroller pursuant to 34 TAC Section 9.1059.

#### **Section 9.2. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.**

A. In the event that Applicant terminates this Agreement without the consent of District, except as provided in Section 7.2 of this Agreement, or in the event that Applicant fails to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, after the notice and cure period provided by Section 9.3, then District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 9.3.C on that recaptured ad valorem tax revenue. For purposes of this recapture calculation, Applicant shall be entitled to a credit for all payments made to District pursuant to Article IV, V, and VI of this Agreement.

B. Notwithstanding Section 9.2.A, in the event that District determines that Applicant has failed to Maintain Viable Presence and provides written notice of termination of the Agreement, then Applicant shall pay to District liquidated damages for such failure within thirty (30) days after receipt of such termination notice. The sum of liquidated damages due and payable shall be

the sum total of District ad valorem taxes for all of the Tax Years for which a Tax Limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by Applicant to District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 7.5. For purposes of this liquidated damages calculation, Applicant shall be entitled to a credit for all payments made to District pursuant to Article IV, V, and VI. Upon payment of such liquidated damages, Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

C. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, District shall first determine the base amount of recaptured taxes less all credits under Section 9.2.A owed for each Tax Year during the Tax Limitation Period. District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.2.A had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

### **Section 9.3. LIMITED STATUTORY CURE OF MATERIAL BREACH.**

In accordance with the provisions of Section 313.0275 of the Texas Tax Code, for any full tax year which commences after the project has become operational, Applicant may cure the Material Breaches of this Agreement, defined in Sections 9.1.C. or 9.1.D, above, without the termination of the remaining term of this Agreement. In order to cure its non-compliance with Sections 9.1.C. or 9.1.D for the particular Tax Year of non-compliance only, Applicant may make the liquidated damages payment required by Section 313.0275(b) of the Texas Tax Code, in accordance with the provisions of Section 313.0275(c) of the Texas Tax Code.

### **Section 9.3. DETERMINATION OF MATERIAL BREACH AND TERMINATION OF AGREEMENT.**

A. Prior to making a determination that the Applicant has committed a material breach of this Agreement, such as making a misrepresentation in the Application, failing to Maintain Viable Presence in District as required by Section 8.1 of this Agreement, failing to make any payment required under this Agreement when due, or has otherwise committed a material breach of this Agreement, District shall provide Applicant with a written notice of the facts which it believes have caused the material breach of this Agreement, and if cure is possible, the cure proposed by District. After receipt of the notice, Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in material breach of its obligations under the Agreement, or that it has cured or undertaken to cure any such material breach.

B. If the Board of Trustees is not satisfied with such response and/or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to whether or not a material breach of this Agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall also terminate the Agreement and determine the amount of recaptured taxes under Section 9.2.A and B (net of all credits under Section 9.2.A and B), and the amount of any penalty and/or interest under Section 9.2.C that are owed to District.

C. After making its determination regarding any alleged breach, the Board of Trustees shall cause Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination.").

#### **Section 9.4. DISPUTE RESOLUTION.**

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.3, Applicant shall have ninety (90) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within ninety (90) days after the Applicant's receipt of notice of the Board of Trustee's determination of breach under Section 9.3, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then residing in Sterling County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and such other rules as the mediator shall prescribe. With respect to such mediation, (i) District shall bear one-half of such mediator's fees and expenses and Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received before the expiration of such ninety (90) days, District shall have the remedies for the collection of the amounts determined under Section 7.8 as are set forth in Chapter 33, Subchapters B and C, of the Texas Tax Code for the collection of delinquent taxes. In the event that District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees and a tax lien on Applicant's Qualified Property and Applicant's Qualified Investment pursuant to Section 33.07 of the Texas Tax Code to the attorneys representing District pursuant to Section 6.30 of the Texas Tax Code.

C. In any event where a dispute between District and Applicant under this Agreement cannot be resolved by the Parties, after completing the procedures required above in this Section, either District or Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any covenant, agreement or undertaking made by a Party pursuant to this Agreement.

**Section 9.5. LIMITATION OF OTHER DAMAGES.**

Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, District's damages for such a default shall under no circumstances exceed the greater of either any amounts calculated under Sections 9.2 above, or the monetary sum of the difference between the payments and credits due and owing to Applicant at the time of such default and District taxes that would have been lawfully payable to District had this Agreement not been executed. In addition, District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

**Section 9.6. BINDING ON SUCCESSORS.**

In the event of a merger or consolidation of District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

**ARTICLE X.**  
**MISCELLANEOUS PROVISIONS**

**Section 10.1. INFORMATION AND NOTICES.**

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile transmission, with "answer back" or other "advice of receipt" obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to District shall be addressed to District's Authorized Representative as follows:

Superintendent  
GLASSCOCK COUNTY INDEPENDENT SCHOOL DISTRICT  
P.O. Box 9  
Garden City, Texas 79739  
Fax: (432) 351-2503

C. Notices to Applicant shall be addressed to its Authorized Representative as follows:

Megan McKavanagh  
Property Tax Manager  
Energy Transfer Partners, L.P.  
800 E. Sonterra Blvd., Suite 400  
San Antonio, TX 78258-3941  
Email: megan.mckavanagh@energytransfer.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as Applicant may designate by written notice to District.

**Section 10.2. AMENDMENTS TO AGREEMENT; WAIVERS.**

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of subsection B hereof. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement.

B. By official action of the District's Board of Trustees, this Agreement may only be amended according to the following:

- i. Applicant shall submit to District and Comptroller:
  - a. a written request to amend the Application and this Agreement which shall specify the changes Applicant requests;
  - b. any changes to the information that was provided in the Application that was approved by District and considered by Comptroller;
  - c. and any additional information requested by District or Comptroller necessary to evaluate the amendment or modification; and
- ii. Comptroller shall review the request and any additional information and provide a revised Comptroller certificate for a limitation within 90 days of receiving the

revised Application and, if the request to amend the Application has not been approved by Comptroller by the end of the 90 day period, the request is denied;

- iii. If Comptroller has not denied the request, District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Agreement adding additional or replacement Qualified Property pursuant to this Section 10.3 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the Texas Tax Code;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and
- iii. define minimum eligibility requirements for the recipient of limited value.

D. This Agreement may not be amended to extend the value limitation time period beyond its ten year statutory term.

#### **Section 10.4. ASSIGNMENT.**

Any assignment of the interests of Applicant in this Agreement is considered an amendment to the Agreement and Applicant may only assign this Agreement, or a portion of this Agreement, after complying with the provisions of Section 10.3 regarding amendments to the Agreement.

#### **Section 10.5. MERGER.**

This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

#### **Section 10.6. MAINTENANCE OF COUNTY APPRAISAL DISTRICT RECORDS.**

When appraising the Applicant's Qualified Property and the Applicant's Qualified Investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser of the Appraisal District shall determine the Market Value thereof and include both such Market Value and the appropriate value thereof under this Agreement in its appraisal records.

**Section 10.7. GOVERNING LAW.**

This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in the County.

**Section 10.8. AUTHORITY TO EXECUTE AGREEMENT.**

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

**Section 10.9. SEVERABILITY.**

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.9, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

**Section 10.10. PAYMENT OF EXPENSES.**

Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

**Section 10.11. INTERPRETATION.**

When a reference is made in this Agreement to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include,"

“includes” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase “, but not limited to,”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

**Section 10.12. EXECUTION OF COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

**Section 10.13. PUBLICATION OF DOCUMENTS.**

The Parties acknowledge that District is required to publish Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of such document, the school district shall submit a copy to Comptroller for Publication on Comptroller's Internet website;

B. District shall provide on its website a link to the location of those documents posted on Comptroller's website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the Texas Tax Code.

**Section 10.14. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.**

Applicant shall immediately notify District in writing of any actual or anticipated change in the control or ownership of Applicant and of any legal or administrative investigations or proceedings initiated against Applicant regardless of the jurisdiction from which such proceedings originate.

**Section 10.15. DUTY TO DISCLOSE.**

If circumstances change or additional information is obtained regarding any of the representations and warranties made by Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, Applicant's duty to disclose continues throughout the term of this Contract.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 20th day of April, 2015.

**ETC TEXAS PIPELINE, LTD**

By: Megan McKavanagh  
Authorized Representative  
Name: Megan McKavanagh  
Title: Property Tax Manager

**GLASSCOCK COUNTY INDEPENDENT SCHOOL DISTRICT**

By: Doug Jost  
**DOUG JOST**  
President  
Board of Trustees

Attest:  
By: Jamie Walker  
**JAMIE WALKER**  
Secretary  
Board of Trustees

## EXHIBIT 1

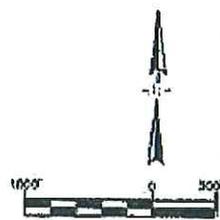
### DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

The ETC Texas Pipeline Reinvestment Zone reinvestment zone was created and is in effect at the time of the signing of this Agreement. The ETC Texas Pipeline Reinvestment Zone was created on April 9, 2014, by action of the Glasscock County Independent School District. As a result of the action of the Glasscock County Independent School District, all of the following real property is located within the boundaries of the *ETC Texas Pipeline Reinvestment Zone*. A map of the reinvestment zone is attached as the last page of this **EXHIBIT 1** following the legal description of the zone.

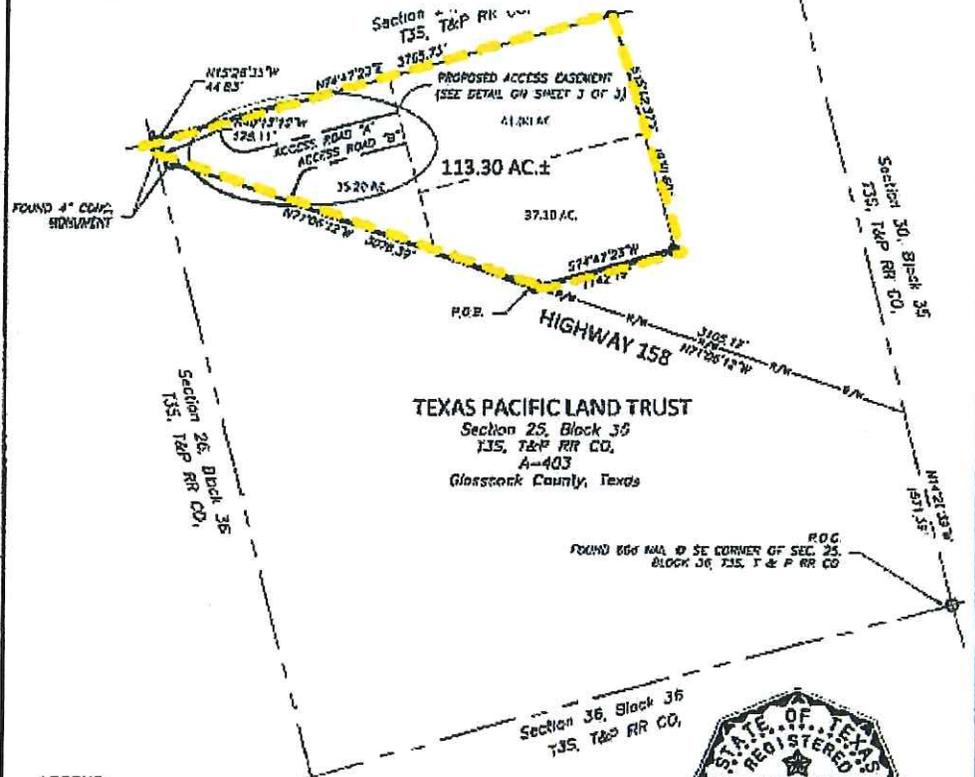
### LEGAL DESCRIPTION OF ETC PIPELINE REINVESTMENT ZONE

113.30 acres out of the Northwest corner of Section 25, Township 3-South, Block 36, Abstract No. 403, Certificate No. 2770, State Patent No. 556, Volume No. 101, T&P Ry. Co. Survey.

GLASSCOCK COUNTY, TEXAS  
 SEC. 25, BLOCK 36, T3S,  
 T. & P. RR CO. SURVEY, A-403



**Proposed Reinvestment Zone**



TEXAS PACIFIC LAND TRUST  
 Section 25, Block 36  
 T3S, T&P RR CO,  
 A-403  
 Glasscock County, Texas

- LEGEND**
- FOUND 4" CONCRETE HIGHWAY R/W CONCRETE MONUMENT
  - SET 1/2" PEGS WITH SHINER STAMPED "RPLS 1740"



- Notes:**
1. This plot was prepared without the benefit of a current title report. All queries were provided by the client and may not reflect current ownership. No record of easements or right of ways were provided except as shown. No other research was performed by the undersigned surveyor.
  2. All bearings and distances contained herein are grid, based on the Texas State Plane Coordinate System, Central Zone (4203), US Survey feet, North American Datum of 1983, (NAD83) and derived from an on-the-ground survey conducted in September, 2012.
  3. If this plot and accompanying description are not signed, it should be considered as a copy and not the original.

**Exhibit "B"**

Surface site Area: 113.30 Ac.±  
 Access Road "A" Length: 1,613.90 ft (97.81 Rods)  
 Access Road "B" Length: 1,118.77 ft (67.87 Rods)

*Larry Turman* 9/10/13  
 Larry Turman  
 Registered Professional Land Surveyor  
 Texas Registration No. 1740  
 Golden Field Services  
 (281) 810-2014

PROJECT, SIMON, OR ACCOUNT NUMBER		SCALE	CURR. YR.	ETC TEXAS PIPELINE, LTD. HOUSTON, TEXAS		PROJECT NO.
FILE NUMBER / CADD FILENAME		1"=1000'	DATE	PROPOSED SURFACE SITE & ACCESS ROAD ACROSS TEXAS PACIFIC LAND TRUST GLASSCOCK COUNTY, TEXAS		PREVIOUS DWG. NO.
REV. NO.	DESCRIPTION	BY	DATE	APP	SHT. OF DWG. NO. GLS_PLNT_1 SHT. 1 OF 3	

## **EXHIBIT 2**

### **DESCRIPTION AND LOCATION OF THE APPLICANT'S QUALIFIED INVESTMENT**

All Qualified Property owned or leased by the Applicant and located within the boundaries of both the Glasscock County Independent School District and the reinvestment zones first placed in service after November 19, 2014 will be included in and subject to this Agreement. Specifically, all Qualified Property of the Applicant located in the sections of land identified in **EXHIBIT 1**.

### EXHIBIT 3

#### DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all qualified property within Glasscock County ISD necessary for the commercial operations of the proposed manufacturing facility described in Tab 4 of the Application. Qualified property includes, but is not limited to:

The Rebel II Plant would include the installation of a refrigerated cryogenic gas plant. If completed, the Rebel II Gas Processing Plant will be designed to process 200mmcf/d of gas and would include the following components, providing longterm processing, compression and residue gas takeaway:

- Buildings, Foundations, Inlet Separator, Amine Unit, Boilers, Heat Exchangers, Natural Gas/Air/H2O Piping, Control
- Valves, Dehydration Units, Knock Out Drums, Slug Catcher, Compressors, Vessels, Heat Exchanger, SCADA plus Controls.
- ENVIRONMENTAL: (A) Flare-Stack, Scrubber, Leak Detection; (L) Liners, Containment.