

# JANOTA LAW FIRM

P.O. BOX 160361  
AUSTIN, TEXAS 78746

PHONE: (512) 300-6138  
FAX: (866) 229-5979

**JEFFREY D. JANOTA**  
Attorney at Law  
jjanota@janotalaw.com

September 12, 2014

***Via Certified Mail, R.R.R.***

John Villareal  
Local Government Assistance & Economic Analysis  
Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528

***Via Certified Mail, R.R.R.***

Sands L. Stiefer, RPA  
Chief Appraiser  
Harris County Appraisal District  
13013 Northwest Freeway  
Houston, Texas 77040-6305

Re: Amendment No. 1 to Limitation On Appraised Value Agreement Between Sheldon Independent School District and Equistar Chemicals, LP (*Comptroller Application No. 259*)

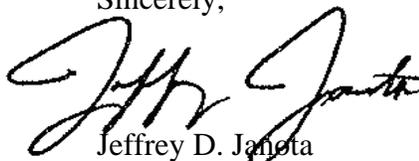
Dear Messrs. Villarreal and Stiefer:

Enclosed please find a fully executed copy of Amendment No. 1 to Limitation On Appraised Value Agreement Between Sheldon Independent School District and Equistar Chemicals, LP.

After the creation of the Equistar Reinvestment Zone Number One, it was discovered by the Harris County Appraisal District the metes and bounds description and survey map contained clerical errors. To correct these errors, Sheldon Independent School District passed, approved and adopted the Resolution to Correct Clerical Errors to the Designation of the Equistar Reinvestment Zone Number One on May 5, 2014. The aforementioned Resolution was sent to you by Certified Mail on May 15, 2014.

At the request of the Texas Comptroller's Office, the Limitation On Appraised Value Agreement has also been amended to include the corrected survey map and legal description.

Sincerely,



Jeffrey D. Janota

**AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT  
BETWEEN SHELDON INDEPENDENT SCHOOL DISTRICT  
AND EQUISTAR CHEMICALS, LP  
(Comptroller Application No. 259)**

This **AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT FOR SHELDON INDEPENDENT SCHOOL DISTRICT** (this “**Amendment**”), is entered into to be effective as of August 20, 2013, by and between **EQUISTAR CHEMICALS, LP**, Texas Taxpayer Identification Number 17605504814 (the “**Applicant**”), and Sheldon Independent School District (the “**District**”). The Applicant and the District may hereafter be referred to as, together, the “**Parties**” and each, a “**Party**.” Capitalized terms not defined herein have the meaning as defined in the Agreement (defined below).

**WITNESSETH:**

**WHEREAS**, on or about August 20, 2013, pursuant to Chapter 313 of the Texas Tax Code, after conducting a public hearing on the matter, the District made factual findings, and passed, approved, and executed that certain Limitation on Appraised Value Agreement for Sheldon Independent School District dated August 20, 2013, by and between the District and the Applicant (the “**Agreement**”), covering qualified property within The Equistar Reinvestment Zone Number One (the “**Reinvestment Zone**”) created pursuant to Code §312.0025 by action of the District and as further described by the survey map and the legal description included as part of **Exhibit 1** attached to the Agreement.

**WHEREAS**, subsequent to the creation of the Reinvestment Zone and subsequent to entering into the Agreement, it was determined the survey map and the legal description of the Reinvestment Zone contained clerical errors of the area designated as the Reinvestment Zone.

**WHEREAS**, on or about May 5, 2014 the District passed, approved, and adopted a Resolution to Correct Clerical Errors to the Designation of The Equistar Reinvestment Zone Number One (the “**Resolution to Correct Clerical Errors**”) thereby substituting a corrected and accurate survey map and legal description for the survey map and legal description containing clerical errors. The Resolution originally creating the Reinvestment Zone, as amended, and the Resolution to Correct Clerical Errors are filed in the minutes of the District’s Board of Trustees and were delivered to the Texas Comptroller and the Harris County Appraisal District

**WHEREAS**, pursuant to Section 8.4 of the Agreement, the District and the Applicant desire and have agreed to amend the Agreement to substitute the corrected and accurate survey map and legal description set forth in **Exhibit 1** attached to this Amendment for the survey map and legal description containing clerical errors originally included as part of **Exhibit 1** (Description of Qualified Reinvestment Zone) attached to the Agreement.

**WHEREAS**, on August 19, 2014, the Board of Trustees of the District determined that this Amendment is in the best interest of the District and the State of Texas and is consistent with and authorized by the Agreement and Chapter 313 of the Texas Tax Code, and approved the form of this Amendment and authorized the Board President and Secretary to execute and deliver this Amendment to the Applicant.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

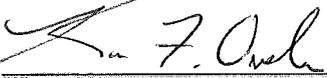
1. Exhibits. The survey map and the legal description contained as part of **Exhibit 1** (Description of Reinvestment Zone) to the Agreement are hereby amended and replaced by the survey map and the legal description set forth in **Exhibit 1** attached to this Amendment.
2. Effect. Except as modified and amended by the terms of this Amendment, all of the terms, conditions, provisions and covenants of the Agreement are ratified and shall remain in full force and effect, and the Agreement and this Amendment shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment and the Agreement the terms of this Amendment shall prevail. This Amendment is intended to correct clerical errors to the survey map and legal description of the Reinvestment Zone. A copy of this Amendment shall be delivered to the Texas Comptroller and the Harris County Appraisal District, to be posted to the Texas Comptroller's internet website.
3. Binding on Successors and Assigns. The Agreement, as amended by this Amendment, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto affix their signatures below to be effective as of the date first above written.

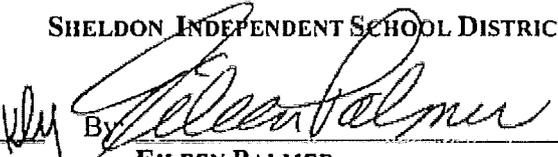
EQUISTAR CHEMICALS, LP

SHELDON INDEPENDENT SCHOOL DISTRICT

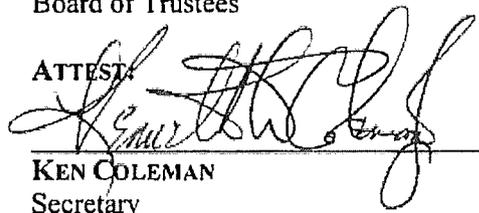
By:

  
Name: Karyn F. Ovelmen  
Title: Executive VP & Chief Financial Officer

By:

  
EILEEN PALMER  
President  
Board of Trustees

ATTEST:

  
KEN COLEMAN  
Secretary  
Board of Trustees

## **EXHIBIT 1**

### **DESCRIPTION OF QUALIFIED REINVESTMENT ZONE**

The *Equistar Reinvestment Zone Number One* was originally created on August 20, 2013 by action of the Board of Trustees of the Sheldon Independent School District. A survey of the *Equistar Reinvestment Zone Number One* is attached as the next page following this **EXHIBIT 1**.

As a result of the action of the Board of Trustees of the Sheldon Independent School District, all real property within the boundaries of the *Equistar Reinvestment Zone Number One*, which is described in this **EXHIBIT 1**, will be eligible to be included in this Agreement. The legal description of the boundaries of the *Equistar Reinvestment Zone* is attached following the survey attached as the next page following this **EXHIBIT 1**.



# U.S. SURVEYOR®

A 1,056.360 Acre tract of land in the Sheldon Independent School District in the Amy White Survey, A-81, and being a portion of those tracts sold to Atlantic Richfield Company as described in deeds recorded under Harris County Clerk's file number D 962903 (section V and VII) and being more particularly described as follows with all bearings based on the North Plant Coordinate system, said bearing system being rotated 2 deg. 48 min. clockwise from the Texas State Plane Coordinate system, South Central Zone:

Commencing at the intersection of the north Right-of-Way line of Wallisville Road (variable width) with the east Right-of-Way of Sheldon Road as widened to 100.00 feet as per instrument Recorded under Harris County Clerk's file number E 655120, E 655127 and F 103764 and the Southwest corner of said Section 7;

Thence along the East Right-of-Way line of said Sheldon Road along an arc concave to the east having a length of 196.56 feet, a radius of 2814.94 feet and a chord of North 02 deg. 20 min. 11 sec. West 196.52 feet;

Thence North 00 deg. 20 min. 09 sec. West 1328.90 feet to the PLACE OF BEGINNING;

Thence North 00 deg. 20 min. 09 sec. West 4089.90 feet;

Thence North 85 deg. 01 min. 29 sec. East 7710.57 feet to a point on the west edge of the San Jacinto River;

Thence continuing downstream along the west edge of the San Jacinto River as approximated by the meanders performed in July, 1962:

South 45 deg. 09 min. 21 sec. East 839.85 feet;

South 47 deg. 26 min. 00 sec. East 555.65 feet;

South 60 deg. 33 min. 00 sec. East 291.95 feet;

South 45 deg. 54 min. 00 sec. East 359.65 feet;

South 55 deg. 37 min. 00 sec. East 340.25 feet;

South 49 deg. 24 min. 00 Sec. East 478.44 feet;

Thence continuing downstream along the west edge of the San Jacinto River as approximated by the following meanders performed in January, 1975;

South 48 deg. 52 min. 12 sec. East 87.70 feet;

South 59 deg. 35 min. 08 sec. East 261.04 feet;

South 54 deg. 44 min. 15 sec. East 408.41 feet;

South 56 deg. 53 min. 48 sec. East 249.89 feet;

South 62 deg. 42 min. 38 sec. East 142.31 feet; to the Northwest corner of that tract of land quitclaimed to American Plant Food Corporation as described in a deed recorded under Harris County Clerk's file number E 480858;

Thence departing the San Jacinto River South 00 deg. 05 min. 58 sec. West 2533.36 feet;

Thence North 88 deg. 34 min. 38 sec. West 10778.20 feet to the PLACE OF BEGINNING, containing 1056.360 acres more or less.



*Michael Feldbusch*  
03/08/13