

**FINDINGS OF THE NEDERLAND
INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE
APPLICATION SUBMITTED
BY
SUNOCO PARTNERS NGL FACILITIES LLC**



September 16, 2013

**FINDINGS
OF THE
NEDERLAND INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY
SUNOCO PARTNERS NGL FACILITIES LLC
(APPLICATION #279)**

SEPTEMBER 16, 2013

Board Findings of the Nederland Independent School District

FINDINGS OF THE NEDERLAND INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY
SUNOCO PARTNERS NGL FACILITIES LLC

STATE OF TEXAS §

COUNTY OF JEFFERSON §

On the 16th day of September, 2013, a public meeting of the Board of Trustees of the Nederland Independent School 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 Sunoco Partners NGL Facilities LLC (Sunoco) 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 of the Nederland Independent School District makes the following findings with respect to the application of Sunoco, and the economic impact of that application:

On March 25, 2013, the Superintendent of Schools of the Nederland Independent School District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts received an Application from Sunoco for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. An amended Application was submitted on July 12, 2013. A copy of the amended Application is attached as **Attachment A**.

The Applicant, Sunoco (Texas Taxpayer Id. 32050510737), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be in good standing with the Texas Comptroller of Public Accounts. See **Attachment B**.

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

Board Findings of the Nederland Independent School District

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

The Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code § 313.026, and a favorable recommendation was issued on August 1, 2013. A copy of the Comptroller's letter is attached to the findings as **Attachment C**.

After receipt of the Application, the Texas Comptroller of Public Accounts caused to be conducted an economic impact evaluation pursuant to Texas Tax Code § 313.026 and the Board of Trustees has carefully considered such evaluation. A copy of the economic impact evaluation is attached to these findings as **Attachment D**.

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 the Nederland Independent School District. A copy of a report prepared by Moak, Casey & Associates, Inc. is attached to these findings as **Attachment E**.

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

After receipt of the Application, the District entered into negotiations with Sunoco, over the specific language to be included in the Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The proposed Agreement is attached to these findings as **Attachment G**.

Board Findings of the Nederland Independent School District

After review of the Comptroller's recommendation, and in consideration of its own economic impact study the Board finds:

Board Finding Number 1.

There is a strong relationship between the Applicant's industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plan of this State as described in the strategic plan for economic development (ED Plan) submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Texas Government Code.

In support of Finding 1, the economic impact evaluation states:

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Sunoco project requires appear to be in line with the focus and themes of the plan. Texas identified manufacturing as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the manufacturing industry.

Board Finding Number 2.

The economic condition of Nederland, Texas is in need of long-term improvement, based on the state's analysis of Jefferson County data.

Based on information provided by the Comptroller's Office that focused on the county level, Jefferson County is the 20th largest county in the state in terms of population. Population growth in Jefferson County is up; the population of Jefferson County grew by 0.2 percent between 2009 and 2010, below the state average of 1.8 percent.

September 2011 employment for Jefferson County was up 0.6 percent from September 2010, below the state's 0.9 percent increase in total employment during the same period, based on information provided by the Comptroller's Office. Even with the increase in total employment, however, the unemployment rate in Jefferson County was 11.9 percent in September 2011, higher than the state average of 8.5 percent.

Board Findings of the Nederland Independent School District

Jefferson County has a slightly lower per capita personal income than the state as a whole. In terms of per capita income, Jefferson County's \$37,139 in 2009 ranked 59th among the 254 counties in Texas, while the Texas average was \$38,609 for the same period.

The below average population growth and employment growth, along with the higher unemployment rate reported in the analysis prepared by the Comptroller's Office indicates the need for long-term economic growth in the area served by Nederland ISD. The local economy in Jefferson County will benefit from economic activity like that associated with the Sunoco project. Major capital investments like this project are beneficial to the community on a number of fronts, including direct and indirect employment, expanded opportunities for existing businesses and increased local tax bases.

Board Finding Number 3.

The average salary level of qualifying jobs is expected to be at least \$82,965 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 regional average manufacturing wage. Sunoco indicates that total employment will be approximately 16 new jobs, 16 of which will be qualifying jobs.

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

After construction, the project will create 16 new jobs when fully operational. All 16 jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the South East Texas Regional Planning Commission Region, where Jefferson County is located was \$58,724 in 2011. The annual average manufacturing wage for 2011-2012 for Jefferson County is \$88,348. That same year, the county annual average wage for all industries was \$49,894. In addition to a salary of \$82,965, each qualifying position will receive benefits such as 401(k) savings plan, group health benefit for which Sunoco offers to pay at least 80% of the premiums or other chargers for employee-only coverage, dental and vision

Board Findings of the Nederland Independent School District

plans, pre-tax spending plans for medical, dental and vision plans, disability plan, life insurance plan, vacation and holiday pay.

Board Finding Number 4.

The level of the applicant's average investment per qualifying job over the term of the Agreement is estimated to be approximately \$19.4 million on the basis of the goal of 16 new qualifying positions for the entire Sunoco project.

In support of Finding 4, the economic impact evaluation states:

The project's total investment is \$310 million, resulting in a relative level of investment per qualifying job of \$19.4 million.

Board Finding Number 5.

Subsequent economic effects on the local and regional tax bases will be significant. In addition, the impact of the added infrastructure will be significant to the region.

In support of Finding 5, the economic impact evaluation states:

Table 1 depicts Sunoco's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 16 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

Table 1: Estimated Statewide Economic Impact of Investment and Employment in Sunoco

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2014	729	849	1578	\$43,981,839	\$57,018,161	\$101,000,000
2015	16	111	127	\$1,425,216	\$13,574,784	\$15,000,000
2016	16	64	80	\$1,425,216	\$9,574,784	\$11,000,000
2017	16	56	72	\$1,425,216	\$8,574,784	\$10,000,000
2018	16	47	63	\$1,425,216	\$7,574,784	\$9,000,000
2019	16	43	59	\$1,425,216	\$6,574,784	\$8,000,000
2020	16	47	63	\$1,425,216	\$6,574,784	\$8,000,000
2021	16	56	72	\$1,425,216	\$7,574,784	\$9,000,000
2022	16	56	72	\$1,425,216	\$7,574,784	\$9,000,000
2023	16	64	80	\$1,425,216	\$8,574,784	\$10,000,000
2024	16	62	78	\$1,425,216	\$8,574,784	\$10,000,000
2025	16	64	80	\$1,425,216	\$8,574,784	\$10,000,000
2026	16	64	80	\$1,425,216	\$9,574,784	\$11,000,000
2027	16	66	82	\$1,425,216	\$8,574,784	\$10,000,000
2028	16	70	86	\$1,425,216	\$10,574,784	\$12,000,000

Source: CPA, REMI, Sunoco

The statewide average ad valorem tax base for school districts in Texas was \$1.74 billion in 2011-2012. Nederland ISD's ad valorem tax base in 2011-2012 was \$2.0 billion. The statewide average wealth per WADA was estimated at \$347,943 for fiscal 2011-2012. During that same year, Nederland ISD's estimated wealth per WADA was \$340,685. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Jefferson County, City of Nederland, and Sabine-Neches Navigation District, with all property tax incentives sought being granted using estimated market value from Sunoco's application. Sunoco has applied for both a value limitation under Chapter 313, Tax Code and tax abatements with the county, city, and navigation district. Table 3 illustrates the estimated tax impact of the Sunoco project on the region if all taxes are assessed.

Board Findings of the Nederland Independent School District

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Nederland ISD I&S Levy	Nederland ISD M&O Levy	Nederland ISD M&O and I&S Tax Levies (Before Credit Credited)	Nederland ISD M&O and I&S Tax Levies (After Credit Credited)	Jefferson County Tax Levy	City of Nederland Tax Levy	Sabine Neches Navigation District Tax Levy	Estimated Total Property Taxes
				0.0650	1.0400			0.3650	0.5919	0.0279	
2014	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015	\$271,100,000	\$271,100,000		\$176,215	\$2,819,440	\$2,995,655	\$2,995,655	\$0	\$0	\$0	\$2,995,655
2016	\$257,525,000	\$30,000,000		\$167,391	\$312,000	\$479,391	\$479,391	\$0	\$0	\$0	\$479,391
2017	\$244,630,150	\$30,000,000		\$159,010	\$312,000	\$471,010	\$235,505	\$89,290	\$0	\$6,818	\$331,613
2018	\$232,381,345	\$30,000,000		\$151,048	\$312,000	\$463,048	\$231,524	\$84,819	\$0	\$6,476	\$322,820
2019	\$220,746,190	\$30,000,000		\$143,485	\$312,000	\$455,485	\$227,743	\$161,145	\$0	\$12,304	\$401,192
2020	\$209,693,919	\$30,000,000		\$136,301	\$312,000	\$448,301	\$224,151	\$153,077	\$0	\$11,688	\$388,915
2021	\$199,195,309	\$30,000,000		\$129,477	\$312,000	\$441,477	\$220,738	\$727,063	\$0	\$55,516	\$1,003,317
2022	\$189,222,605	\$30,000,000		\$122,995	\$312,000	\$434,995	\$217,497	\$690,663	\$0	\$52,736	\$960,896
2023	\$179,749,441	\$30,000,000		\$116,837	\$312,000	\$428,837	\$214,419	\$656,085	\$0	\$50,096	\$920,600
2024	\$170,750,777	\$170,750,777		\$110,988	\$1,775,808	\$1,886,796	\$950,932	\$623,240	\$0	\$47,588	\$1,621,761
2025	\$162,202,829	\$162,202,829		\$105,432	\$1,686,909	\$1,792,341	\$1,792,341	\$592,040	\$960,002	\$45,206	\$3,389,590
2026	\$154,083,009	\$154,083,009		\$100,154	\$1,602,463	\$1,702,617	\$1,702,617	\$562,403	\$911,945	\$42,943	\$3,219,908
2027	\$146,369,855	\$146,369,855		\$95,140	\$1,522,246	\$1,617,387	\$1,617,387	\$534,250	\$866,294	\$40,793	\$3,058,725
2028	\$139,042,992	\$139,042,992		\$90,378	\$1,446,047	\$1,536,425	\$1,536,425	\$507,507	\$822,930	\$38,751	\$2,905,613
						Total	\$12,646,325	\$5,381,582	\$3,561,172	\$410,917	\$21,999,996

Assumes School Value Limitation and a Tax Abatements with the County, City, and Navigation District.

Source: CPA, Sunoco

¹Tax Rate per \$100 Valuation

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Nederland ISD I&S Levy	Nederland ISD M&O Levy	Nederland ISD M&O and I&S Tax Levies	Jefferson County Tax Levy	City of Nederland Tax Levy	Sabine Neches Navigation District Tax Levy	Estimated Total Property Taxes	
				0.0650	1.0400		0.3650	0.5919	0.0279		
2014	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2015	\$271,100,000	\$271,100,000		\$176,215	\$2,819,440	\$2,995,655	\$989,515	\$1,604,513	\$75,556	\$5,665,239	
2016	\$257,525,000	\$257,525,000		\$167,391	\$2,678,260	\$2,845,651	\$939,966	\$1,524,169	\$71,772	\$5,381,559	
2017	\$244,630,150	\$244,630,150		\$159,010	\$2,544,154	\$2,703,163	\$892,900	\$1,447,851	\$68,178	\$5,112,093	
2018	\$232,381,345	\$232,381,345		\$151,048	\$2,416,766	\$2,567,814	\$848,192	\$1,375,356	\$64,765	\$4,856,126	
2019	\$220,746,190	\$220,746,190		\$143,485	\$2,295,760	\$2,439,245	\$805,724	\$1,306,493	\$61,522	\$4,612,984	
2020	\$209,693,919	\$209,693,919		\$136,301	\$2,180,817	\$2,317,118	\$765,383	\$1,241,080	\$58,442	\$4,382,022	
2021	\$199,195,309	\$199,195,309		\$129,477	\$2,071,631	\$2,201,108	\$727,063	\$1,178,943	\$55,516	\$4,162,630	
2022	\$189,222,605	\$189,222,605		\$122,995	\$1,967,915	\$2,090,910	\$690,663	\$1,119,920	\$52,736	\$3,954,228	
2023	\$179,749,441	\$179,749,441		\$116,837	\$1,869,394	\$1,986,231	\$656,085	\$1,063,852	\$50,096	\$3,756,265	
2024	\$170,750,777	\$170,750,777		\$110,988	\$1,775,808	\$1,886,796	\$623,240	\$1,010,594	\$47,588	\$3,568,218	
2025	\$162,202,829	\$162,202,829		\$105,432	\$1,686,909	\$1,792,341	\$592,040	\$960,002	\$45,206	\$3,389,590	
2026	\$154,083,009	\$154,083,009		\$100,154	\$1,602,463	\$1,702,617	\$562,403	\$911,945	\$42,943	\$3,219,908	
2027	\$146,369,855	\$146,369,855		\$95,140	\$1,522,246	\$1,617,387	\$534,250	\$866,294	\$40,793	\$3,058,725	
2028	\$139,042,992	\$139,042,992		\$90,378	\$1,446,047	\$1,536,425	\$507,507	\$822,930	\$38,751	\$2,905,613	
						Total	\$30,682,462	\$10,134,931	\$16,433,943	\$773,864	\$58,025,201

Source: CPA, Sunoco

¹Tax Rate per \$100 Valuation

Board Finding Number 6.

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 \$271 million to the tax base for debt service purposes at the peak investment level for the 2015-16 school year. The Sunoco project remains fully taxable for debt services taxes, with Nederland ISD currently levying a \$0.065 per \$100 I&S rate. The value of the Sunoco project is expected to depreciate over the life of the agreement and beyond, but full access to the additional value will add to the District's tax base and assist it in meeting its debt service needs.

Board Finding Number 7.

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 Sunoco 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 Nederland ISD as stated in **Attachment D**.

Board Finding Number 8.

The ability of the applicant to locate the proposed facility in another state or another region of this state is substantial, as a result of the highly competitive marketplace for economic development.

In support of Finding 8, the economic impact evaluation states:

According to Sunoco's application, "Based on strong demand for its products and services, Sunoco Logistics Partners, L.P. presently is evaluating opportunities for investment in new and/or expanded

Board Findings of the Nederland Independent School District

manufacturing and other facilities in Canada and at least two other states, in addition to Texas. The proposed Nederland NGL project is competing against these other proposed projects for the necessary capital investment.”

Board Finding Number 9.

During the past two years, four projects in the South East Texas Regional Planning Commission Region applied for value limitation agreements under Tax Code, Chapter 313.

Board Finding Number 10.

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

Board Finding Number 11.

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).

According to the Texas Comptroller of Public Accounts’ School and Appraisal Districts’ Property Value Study 2012 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year, Attachment F, the total 2012 industrial value for Nederland ISD is \$650.9 million. Nederland ISD 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. Nederland ISD is classified as a “rural” district due to its placement in as strategic investment area. Given that the total taxable value of industrial property in NISD is above \$200 million, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

Board Finding Number 12.

The Applicant (Taxpayer Id. 32050510737) is eligible for the limitation on appraised value of qualified property as specified in the Agreement based on its “good standing” certification as a franchise-tax paying entity.

Board Finding Number 13.

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 under current law in the first year that 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 14.

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 Nederland Independent School 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 Nederland Independent School District.

Board Findings of the Nederland Independent School District

Dated the 16^h day of September 2013.

NEDERLAND INDEPENDENT SCHOOL DISTRICT

By: *Suzanne Isom*
Suzanne Isom
President, Board of Trustees

ATTEST:

By: *Kay DeCuir*
Kay DeCuir
Secretary, Board of Trustees



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

September 16, 2013

President and Members
Board of Trustees
Nederland Independent School District
220 17th Street
Nederland, Texas 77627

Re: Recommendations and Findings of the firm Concerning Application of Sunoco Partners NGL Facilities LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President Isom 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 Nederland Independent School District, with respect to the pending Application of Sunoco Partners NGL Facilities LLC 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 over the course of the Agreement.

As a result of the foregoing it is our recommendation that the Board of Trustees approve the Application of Sunoco Partners NGL Facilities LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

Daniel T. Casey

www.moakcasey.com

O'HANLON, MCCOLLOM & DEMERATH

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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

September 16, 2013

President and Members
Of the Board of Trustees
Nederland Independent School District
220 17th Street
Nederland, Texas 77627

Re: Recommendations and Findings of the Firm Concerning Application of Sunoco Partners NGL Facilities LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, first qualifying year 2014

Dear President Isom 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 Nederland Independent School District, with respect to the pending Application of Sunoco Partners NGL Facilities LLC 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 2014. 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 Sunoco Partners NGL Facilities LLC 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.

Letter to Nederland ISD
September 16, 2013
Page 2 of 2

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 Sunoco Partners NGL Facilities LLC 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

**** AMENDED ****



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

Form 50-296
(Revised May 2010)

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 completed application to the Comptroller in a three-ring binder with tabs 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 Web site. 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 as explained in the Confidentiality Notice below.

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. 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, make a recommendation 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 before the 151st 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 complete the recommendation, economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's Web site to find out more about the program at <http://www.window.state.tx.us/taxinfo/proptax/hb1200/index.html>. There are links on this Web page to the Chapter 313 statute, rules and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SCHOOL DISTRICT INFORMATION - CERTIFICATION OF APPLICATION

Authorized School District Representative

Date application received by district

First Name

Robert

Last Name

Madding

Title

Superintendent

School District Name

Nederland Independent School District

Street Address

220 17th Street

Mailing Address

same

City

Nederland

State

TX

ZIP

77627

Phone Number

409-724-2391

Fax Number

409-724-4280

Mobile Number (optional)

E-mail Address

rmadding@nederland.k12.tx.us

I authorize the consultant to provide and obtain information related to this application.. Yes No

Will consultant be primary contact? Yes No



SCHOOL DISTRICT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized School District Consultant (If Applicable)

First Name: Kevin, Last Name: O'Hanlon, Title: Consultant, Firm Name: O'Hanlon, McCollom & Demerath, Street Address: 808 West Ave, Mailing Address: 808 West Ave, City: Austin, State: TX, ZIP: 78701, Phone Number: 512-494-9949, Fax Number: 512-494-9919, E-mail Address: kohanlon@808west.com; mhanley@808west.com

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.

Signature (Authorized School District Representative) and Date fields.

Has the district determined this application complete? [X] Yes [] No

If yes, date determined complete. _____

Have you completed the school finance documents required by TAC 9.1054(c)(3)? [] Yes [X] No

SCHOOL DISTRICT CHECKLIST AND REQUESTED ATTACHMENTS

Table with 3 columns: Checklist, Page X of 16, Check Completed. Contains 6 rows of checklist items with completion status.

APPLICANT INFORMATION - CERTIFICATION OF APPLICATION

Authorized Business Representative (Applicant)

First Name Richard		Last Name Booker	
Title Director, Tax Controversy and State Tax Planning			
Organization Sunoco, Inc.			
Street Address 1735 Market Street, 15th Floor			
Mailing Address same			
City Philadelphia		State PA	ZIP 19103
Phone Number (215) 977-6010		Fax Number (866) 244-0576	
Mobile Number (optional)		Business e-mail Address RBOOKER@sunocoinc.com	

Will a company official other than the authorized business representative be responsible for responding to future information requests? Yes No

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)		E-mail Address	

I authorize the consultant to provide and obtain information related to this application.. Yes No

Will consultant be primary contact? Yes No

APPLICANT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

First Name: **Jeff** Last Name: **Moore**
 Title: **Principal**
 Firm Name: **Ryan, Inc.**
 Street Address: **400 W. 15th Street, Suite 700**
 Mailing Address: **same**
 City: **Austin** State: **TX** ZIP: **78701**
 Phone Number: **(512) 691-7818** Fax Number: **(888) 373-1815**
 Business email Address: **jeff.moore@ryan.com**

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 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.

Signature (Authorized Business Representative (Applicant)): *[Handwritten Signature]* Date: **7/1/13**

GIVEN under my hand and seal of office this 1st day of July, 2013



(Notary Seal)

My commission expires Oct 21, 2013

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 § 37.10.



FEES AND PAYMENTS

Enclosed is proof of application fee paid to the school district.

For the purpose of this question, "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.

Please answer only either A OR B:

A. 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 No

B. 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 No

BUSINESS APPLICANT INFORMATION

Legal Name under which application is made

Sunoco Partners NGL Facilities LLC

Texas Taxpayer I.D. Number of entity subject to Tax Code, Chapter 171 (11 digits)

Pending (new entity)

NAICS code
325110

Is the applicant a party to any other Chapter 313 agreements? Yes No

If yes, please list name of school district and year of agreement.

N/A

APPLICANT BUSINESS STRUCTURE

Registered to do business in Texas with the Texas Secretary of State? Yes No

Identify business organization of applicant (corporation, limited liability corporation, etc.)

Limited Liability Company

1. Is the applicant a combined group, or comprised of members of a combined group, as defined by Texas Tax Code Chapter 171.0001(7)? Yes No
If so, please attach documentation of the combined group membership and contact information.

2. Is the applicant current on all tax payments due to the State of Texas? Yes No

3. Are all applicant members of the combined group current on all tax payments due to the State of Texas? NA Yes No

If the answer to either question is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (Use attachment if necessary.)

The most recent combined franchise tax report for the Sunoco group was filed on October 8, 2012 by Sunoco, Inc. (R&M), Taxpayer No. 231743283. See Exhibit A. The contact for Texas franchise tax matters is Richard Booker (contact information at page 3 of this application). By virtue of the 2012 acquisition of Sunoco, Inc. by Energy Transfer Partners, L.P. ("ETP"), subsequent Texas Franchise Tax reports will be filed on a combined basis with the ETP group. All members of the ETP combined group are also current on all tax payments due to the State of Texas.

ELIGIBILITY UNDER TAX CODE CHAPTER 313.024

- Are you an entity to which Tax Code, Chapter 171 applies? Yes No
- The property will be used as an integral part, or as a necessary auxiliary part, in 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
- Are you requesting that any of the land be classified as qualified investment? Yes No
- Will any of the proposed qualified investment be leased under a capitalized lease? Yes No
- Will any of the proposed qualified investment be leased under an operating lease? Yes No
- Are you including property that is owned by a person other than the applicant? Yes No
- 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

PROJECT DESCRIPTION

Provide 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. (Use attachments as necessary)

See Exhibit B

Describe the ability of your company to locate or relocate in another state or another region of the state.

See Exhibit C

PROJECT CHARACTERISTICS (CHECK ALL THAT APPLY)

- New Jobs
- Construct New Facility
- New Business / Start-up
- Expand Existing Facility
- Relocation from Out-of-State
- Expansion
- Purchase Machinery & Equipment
- Consolidation
- Relocation within Texas

PROJECTED TIMELINE

Begin Construction Q1, 2014 Begin Hiring New Employees Q3 2014-Q1 2015
 Construction Complete Q3 2014-Q1 2015 Fully Operational Q1 2015
 Purchase Machinery & Equipment 2014

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.
 When do you anticipate the new buildings or improvements will be placed in service? Q1 2015

ECONOMIC INCENTIVES

Identify state programs the project will apply for:

State Source	Amount
N/A	
Total	

Will other incentives be offered by local units of government? Yes No

Please use the following box for additional details regarding incentives. (Use attachments if necessary.)

Property tax abatement agreements executed with Jefferson County and Sabine Neches Navigation District. Industrial District Agreement with the City of Nederland- contract amendment being drafted.

THE PROPERTY

Identify county or counties in which the proposed project will be located Jefferson County

Central Appraisal District (CAD) that will be responsible for appraising the property Jefferson County Appraisal District

Will this CAD be acting on behalf of another CAD to appraise this property? Yes No

List all taxing entities that have jurisdiction for the property and the portion of project within each entity

County: Jefferson County-100% City: Nederland - 100%
(Name and percent of project) (Name and percent of project)

Hospital District: _____ Water District: _____
(Name and percent of project) (Name and percent of project)

Other (describe): Sabine Neches Navigation District - 100% Other (describe): _____
(Name and percent of project) (Name and percent of project)

Is the project located entirely within this ISD? Yes No

If not, please provide additional information on the project scope and size to assist in the economic analysis.

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 rural, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's Web site at www.window.state.tx.us/taxinfo/proptax/hb1200/values.html.

At the time of application, what is the estimated minimum qualified investment required for this school district? \$30,000,000

What is the amount of appraised value limitation for which you are applying? \$30,000,000

What is your total estimated qualified investment? \$310,100,000

NOTE: See 313.021(1) for full definition. Generally, Qualified Investment is the sum of the investment in tangible personal property and buildings and new improvements made between beginning of the qualifying time period (date of application final approval by the school district) and the end of the second complete tax year.

What is the anticipated date of application approval? September 2013

What is the anticipated date of the beginning of the qualifying time period? September 2013

What is the total estimated investment for this project for the period from the time of application submission to the end of the limitation period? \$310,100,000

Describe the qualified investment. [See 313.021(1).]

Attach the following items to this application:

- (1) 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, See Exhibit B
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment and See Exhibit B
(3) a map of the qualified investment showing location of new buildings or new improvements with vicinity map. See Exhibit B

Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or 313.053 for rural school districts) for the relevant school district category during the qualifying time period? Yes No

Except for new equipment described in Tax Code §151.318(q) or (q-1), is the proposed tangible personal property to be placed in service for the first time:

- (1) in or on the new building or other new improvement for which you are applying? Yes No
(2) if not in or on the new building or other new improvement for which you are applying for an appraised value limitation, is the personal property necessary and ancillary to the business conducted in the new building or other new improvement? Yes No
(3) on the same parcel of land as the building for which you are applying for an appraised value limitation? Yes No

("First placed in service" means the first use of the property by the taxpayer.)

Will the investment in real or personal property you propose be counted toward the minimum qualified investment required by Tax Code §313.023, (or 313.053 for rural school districts) be first placed in service in this state during the applicable qualifying time period? Yes No

Does the investment in tangible personal property meet the requirements of Tax Code §313.021(1)? Yes No

If the proposed investment includes a building or a permanent, non-removable component of a building, does it house tangible personal property? Yes No

QUALIFIED PROPERTY

Describe the qualified property. [See 313.021(2)] (If qualified investment describes qualified property exactly you may skip items (1), (2) and (3) below.)

Attach the following items to this application: Description of qualified property matches description of qualified investment. See Exhibit B-1.

- (1) 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,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your qualified property and
(3) a map of the qualified property showing location of new buildings or new improvements - with vicinity map.

Land

Is the land on which you propose new construction or 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

If you answered "no" to the question above, what is the anticipated date on which you will submit proof of a reinvestment zone with boundaries encompassing the land on which you propose new construction or improvements? March 2013

Will the applicant own the land by the date of agreement execution? Yes No

Will the project be on leased land? Yes No

QUALIFIED PROPERTY (CONTINUED)

If the land upon which the new building or new improvement is to be built is part of the qualified property described by §313.021(2)(A), please attach complete documentation, including:

1. Legal description of the land See Exhibit D. Land is not part of the qualified property.
2. Each existing appraisal parcel number of the land on which the improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property See Exhibit D
3. Owner See Exhibit D
4. The current taxable value of the land. Attach estimate if land is part of larger parcel. See Exhibit D
5. A detailed map (with a vicinity map) showing the location of the land See Exhibit D

Attach a map of the reinvestment zone boundaries, certified to be accurate by either the governmental entity creating the zone, the local appraisal district, or a licensed surveyor. (With vicinity map) See Exhibit E

Attach the order, resolution or ordinance establishing the zone, and the guidelines and criteria for creating the zone, if applicable. See Exhibit F

Miscellaneous

Is the proposed project a building or new improvement to an existing facility? Yes No

Attach a description of any existing improvements and include existing appraisal district account numbers.

List current market value of existing property at site as of most recent tax year. 4,707,033- See Exhibit G 2013
(Market Value) (Tax Year)

Is any of the existing property subject to a value limitation agreement under Tax Code 313? Yes No

Will all of the property for which you are requesting an appraised value limitation be free of a tax abatement agreement entered into by a school district for the duration of the limitation? Yes No

WAGE AND EMPLOYMENT INFORMATION

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)? _____

The last complete calendar quarter before application review start date is the:

- First Quarter Second Quarter Third Quarter Fourth Quarter of 2012
(year)

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 TWC? _____

Note: For job definitions see TAC §9.1051(14) and Tax Code 313.021(3). If the applicant intends to apply a definition for "new job" other than TAC §9.1051(14)(C), then please provide the definition of "new job" as used in this application. N/A

Total number of new jobs that will have been created when fully operational 16

Do you plan to create at least 25 new jobs (at least 10 new jobs for rural school districts) on the land and in connection with the new building or other improvement? Yes No

Do you intend to request that the governing body waive the minimum new job creation requirement, as provided under Tax Code §313.025(f-1)? Yes No

If you answered "yes" to the question above, attach evidence documenting that the new job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards. **Note: Even if a minimum new job waiver is provided, 80% of all new jobs must be qualifying jobs pursuant to Texas Tax Code, §313.024(d).**

What is the maximum number of qualifying jobs meeting all criteria of §313.021(3) you are committing to create? 16

If this project creates more than 1,000 new jobs, the minimum required wage for this project is 110% of the average county weekly wage for all jobs as described by 313.021(3)(E)(ii).

If this project creates less than 1,000 new jobs, does this district have territory in a county that meets the demographic characteristics of 313.051(2)? (see table of information showing this district characteristic at <http://www.window.state.tx.us/taxinfo/proptax/hb1200/values.html>)

If yes, the applicant must meet wage standard described in 313.051(b) (110% of the regional average weekly wage for manufacturing)

If no, the applicant shall designate one of the wage standards set out in §§313.021(5)(A) or 313.021(5)(B).

WAGE AND EMPLOYMENT INFORMATION (CONTINUED)

For the following three wage calculations please include on an attachment the four most recent quarters of data for each wage calculation. Show the average and the 110% calculation. Include documentation from TWC Web site. 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(7).

110% of the county average weekly wage for all jobs (all industries) in the county is 1,055.45
 110% of the county average weekly wage for manufacturing jobs in the county is 1,868.90
 110% of the county average weekly wage for manufacturing jobs in the region is 1,242.24

Please identify which Tax Code section you are using to estimate the wage standard required for this project:

§313.021(5)(A) or §313.021(5)(B) or §313.021(3)(E)(ii), or §313.051(b)?

What is the estimated minimum required annual wage for each qualifying job based on the qualified property? 64,596.40

What is the estimated minimum required annual wage you are committing to pay for each of the qualifying jobs you create on the qualified property? 82,965.16

Will 80% of all new jobs created by the owner be qualifying jobs as defined by 313.021(3)? Yes No

Will each qualifying job require at least 1,600 of work a year? Yes No

Will any of the qualifying jobs be jobs transferred from one area of the state to another? Yes No

Will any of the qualifying jobs be retained jobs? Yes No

Will any of the qualifying jobs be created to replace a previous employee? Yes No

Will any required qualifying jobs be filled by employees of contractors? Yes No

If yes, what percent? _____

Does the applicant or contractor of the applicant offer to pay at least 80% of the employee's health insurance premium for each qualifying job? Yes No

Describe each type of benefits to be offered to qualifying jobholders. (Use attachments as necessary.)

See Exhibit I

ECONOMIC IMPACT

Is an Economic Impact Analysis attached (if supplied by other than the Comptroller's office)? Yes No

Is Schedule A completed and signed for all years and attached? Yes No

Is Schedule B completed and signed for all years and attached? Yes No

Is Schedule C (Application) completed and signed for all years and attached? Yes No

Is Schedule D completed and signed for all years and attached? Yes No

Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, please attach a separate schedule showing the amount for each year affected, including an explanation.

CONFIDENTIALITY NOTICE

**Property Tax Limitation Agreement Applications
Texas Government Code Chapter 313
Confidential Information Submitted to the Comptroller**

Generally, an application for property tax value limitation, the information provided therein, and documents submitted in support thereof, are considered public information subject to release under the Texas Public Information Act.

There is an exception, outlined below, by which information will be withheld from disclosure.

The Comptroller's office will withhold information from public release if:

- 1) it describes the specific processes or business activities to be conducted or the specific tangible personal property to be located on real property covered by the application;
- 2) the information has been segregated in the application from other information in the application; and
- 3) the party requesting confidentiality provides the Comptroller's office a list of the documents for which confidentiality is sought and for each document lists the specific reasons, including any relevant legal authority, stating why the material is believed to be confidential.

All applications and parts of applications which are not segregated and marked as confidential as outlined above will be considered public information and will be posted on the internet.

Such information properly identified as confidential will be withheld from public release unless and until the governing body of the school district acts on the application, or we are directed to do so by a ruling from the Attorney General.

Other information in the custody of a school district or the comptroller submitted in connection with the application, including information related to the economic impact of a project or the essential elements of eligibility under Texas Tax Code, Chapter 313, such as

the nature and amount of the projected investment, employment, wages, and benefits, will not be considered confidential business information and will be posted on the internet.

All documents submitted to the Comptroller, as well as all information in the application once the school district acts thereon, are subject to public release unless specific parts of the application or documents submitted with the application are identified as confidential. Any person seeking to limit disclosure of such submitted records is advised to consult with their legal counsel regarding disclosure issues and also to take the appropriate precautions to safeguard copyrighted material, trade secrets, or any other proprietary information. The Comptroller assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by respondents. A person seeking to limit disclosure of information must submit in writing specific detailed reasons, including any relevant legal authority, stating why that person believes the material to be confidential.

The following outlines how the Comptroller's office will handle requests for information submitted under the Texas Public Information Act for application portions and submitted records appropriately identified as confidential.

- This office shall forward the request for records and a copy of the documents at issue to the Texas Attorney General's office for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act.
- The Comptroller will notify the person who submitted the application/documents when the information is forwarded to the Attorney General's office.
- Please be aware that this Office is obligated to comply with an Attorney General's decision, including release of information ruled public even if it was marked confidential.

COMPANY CHECKLIST AND REQUESTED ATTACHMENTS

	Checklist	Page X of 16	Check Completed
1	Certification pages signed and dated by Authorized Business Representative (applicant)	4 of 16	✓
2	Proof of Payment of Application Fee (Attachment)	5 of 16	✓
3	For applicant members, documentation of Combined Group membership under Texas Tax Code 171.0001(7) (if Applicable) (Attachment)	5 of 16	✓
4	Detailed description of the project	6 of 16	✓
5	If project is located in more than one district, name other districts and list percentage in each district (Attachment)	7 of 16	
6	Description of Qualified Investment (Attachment)	8 of 16	✓
7	Map of qualified investment showing location of new buildings or new improvements with vicinity map.	8 of 16	✓
8	Description of Qualified Property (Attachment)	8 of 16	✓
9	Map of qualified property showing location of new buildings or new improvements with vicinity map	8 of 16	✓
10	Description of Land (Attachment)	9 of 16	✓
11	A detailed map showing location of the land with vicinity map.	9 of 16	✓
12	A description of all existing (if any) improvements (Attachment)	9 of 16	✓
13	Request for Waiver of Job Creation Requirement (if applicable) (Attachment)	9 of 16	
14	Calculation of three possible wage requirements with TWC documentation. (Attachment)	10 of 16	✓
15	Description of Benefits	10 of 16	✓
16	Economic Impact (if applicable)	10 of 16	
17	Schedule A completed and signed	13 of 16	✓
18	Schedule B completed and signed	14 of 16	✓
19	Schedule C (Application) completed and signed	15 of 16	✓
20	Schedule D completed and signed	16 of 16	✓
21	Map of Reinvestment Zone (Attachment) (Showing the actual or proposed boundaries and size, Certified to be accurate by either the government entity creating the zone, the local appraisal district, or a licensed surveyor, with vicinity map)*	9 of 16	
22	Order, Resolution, or Ordinance Establishing the Zone (Attachment)*	9 of 16	
23	Legal Description of Reinvestment Zone (Attachment)*	9 of 16	✓
24	Guidelines and Criteria for Reinvestment Zone(Attachment)*	9 of 16	✓

*To be submitted with application or before date of final application approval by school board.

Schedule A (Rev. May 2010): Investment

Applicant Name: Oneok Hydrocarbon, LP
 ISD Name: Nederland ISD

Form 50-296

		PROPERTY INVESTMENT AMOUNTS											
		(Estimated investment in each year. Do not put cumulative totals.)											
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A: Personal Property (The amount of new investment (original cost) placed in service during this year)	Column B: Building or permanent nonremovable component of building (annual amount only)	Column C: Sum of A and B (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value	Column E: Total Investment (A+B+D)					
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment)	2013-2014	2013	-	-	-	-	-				-	-
	Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property)	2013-2014	2013	-	-	-	-	-				-	-
	Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)	2013-2014	2013	-	-	-	-	-				-	-
Tax Credit Period (with 50% cap on credit)	Complete tax years of qualifying time period	1	2014	\$ 1,000,000	\$ 310,100,000	\$ 311,100,000	\$ -	\$ 311,100,000				\$ -	\$ 311,100,000
		2	2015	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		3	2016	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		4	2017	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		5	2018	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		6	2019	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		7	2020	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		8	2021	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		9	2022	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		10	2023	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		11	2024	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		12	2025	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		13	2026	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		14	2027	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
		15	2028	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -
Credit Settle-Up Period	Post-Settle-Up Period												
	Post-Settle-Up Period												

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.
 Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(A)-(D). For the purposes of investment, please list amount invested each year, not cumulative totals.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(E).

Column D: Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value for planning, construction and operation of the facility. The most significant example for many projects would be land. Other examples may be items such as professional services, etc.
 Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred-qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

[Signature]
 7/1/13

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE

Schedule B (REV. MAY 2010): Estimated Market And Taxable Value
Sunoco Partners NGL Facilities LLC

Form 50-296

Applicant Name

ISD Name **Nederland ISD**

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Reductions from Market Value	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 building or "in or on the new improvement"		Final taxable value for ISS - after all reductions	Final taxable value for M&O--after all reductions
	pre- year 1	2013-2014	2013						
Complete tax years of qualifying time period	1	2014-2015	2014	-	-	-	-	-	-
	2	2015-2016	2015	-	310,100,000	1,000,000	40,000,000	271,100,000	271,100,000
	3	2016-2017	2016	-	294,595,000	930,000	38,000,000	257,525,000	30,000,000
	4	2017-2018	2017	-	279,865,250	864,900	36,100,000	244,630,150	30,000,000
	5	2018-2019	2018	-	265,871,988	804,357	34,295,000	232,381,345	30,000,000
Value Limitation Period	6	2019-2020	2019	-	252,578,388	748,052	32,580,250	220,746,190	30,000,000
	7	2020-2021	2020	-	239,949,469	695,688	30,951,238	209,693,919	30,000,000
	8	2021-2022	2021	-	227,951,995	646,990	29,403,676	199,195,309	30,000,000
	9	2022-2023	2022	-	216,554,396	601,701	27,933,492	189,222,605	30,000,000
	10	2023-2024	2023	-	205,726,676	559,582	26,536,817	179,749,441	30,000,000
Credit Settle-Up Period	11	2024-2025	2024	-	195,440,342	520,411	25,209,976	170,750,777	170,750,777
	12	2025-2026	2025	-	185,668,325	483,982	23,949,478	162,202,829	162,202,829
	13	2026-2027	2026	-	176,384,909	450,104	22,752,004	154,083,009	154,083,009
Post-Settle-Up Period	14	2027-2028	2027	-	167,565,663	418,596	21,614,404	146,369,855	146,369,855
	15	2028-2029	2028	-	159,187,380	389,295	20,533,683	139,042,992	139,042,992

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

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SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE

7/1/13

Schedule C- Application: Employment Information

Sunoco Partners NGL Facilities LLC
Nederland ISD

Applicant Name
ISD Name

Form 50-296

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New 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 new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qualifying jobs applicant meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
	pre-year 1	2013-2014	2013			0	\$ -	0	\$ -
	1	2014-2015	2014	1,500,000 hours	\$ 60,000.00	8	\$ 89,076.00	8	\$ 89,076.00
	2	2015-2016	2015			16	\$ 89,076.00	16	\$ 89,076.00
	3	2016-2017	2016			16	\$ 89,076.00	16	\$ 89,076.00
	4	2017-2018	2017			16	\$ 89,076.00	16	\$ 89,076.00
	5	2018-2019	2018			16	\$ 89,076.00	16	\$ 89,076.00
	6	2019-2020	2019			16	\$ 89,076.00	16	\$ 89,076.00
	7	2020-2021	2020			16	\$ 89,076.00	16	\$ 89,076.00
	8	2021-2022	2021			16	\$ 89,076.00	16	\$ 89,076.00
	9	2022-2023	2022			16	\$ 89,076.00	16	\$ 89,076.00
	10	2023-2024	2023			16	\$ 89,076.00	16	\$ 89,076.00
	11	2024-2025	2024			16	\$ 89,076.00	16	\$ 89,076.00
	12	2025-2026	2025			16	\$ 89,076.00	16	\$ 89,076.00
	13	2026-2027	2026			16	\$ 89,076.00	16	\$ 89,076.00
	14	2027-2028	2027			16	\$ 89,076.00	16	\$ 89,076.00
	15	2028-2029	2028			16	\$ 89,076.00	16	\$ 89,076.00
Complete tax years of qualifying time period									
Value Limitation Period									
Tax Credit Period (with 50% cap on credit)									
Credit Settle-Up Period	Continue to Maintain Viable Presence								
Post- Settle-Up Period									
Post- Settle-Up Period									

Notes: For job definitions see TAC §9.1051(14) and Tax Code §313.021(3).

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.


SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

7/1/13
DATE

EXHIBIT A

DOCUMENTATION OF COMBINED GROUP

EXHIBIT B
FACILITY DESCRIPTION

Sunoco Partners NGL Facilities LLC

Application for Appraised Value Limitation – Exhibit B

The proposed project is a facility to manufacture natural gas liquids (NGL's) in the form of liquefied petroleum gas (LPG).

The primary products are expected to be propane and butane, although additional products may be added based on market demand.

The facility would be constructed on approximately 80.395 acres of land adjacent to the existing Sunoco facility in Nederland.

The Nederland facility would be receiving Propane/Butane via 16" Pipeline. The proposed facility in Nederland would perform the final finishing stage in the LPG manufacturing process; including removal of water from the stream through the use of the mole sieve dehydration beds, and further, removal of sulfur from the inlet stream utilizing caustic treatment technology. In addition, the treated stream would be refrigerated to change pressure and temperature of the propane and/or butane materials so that they can be stored in atmospheric storage tanks that are specially designed with vapor recovery and condensing systems to maintain supercool temperatures.

Significant components of the facility would include:

- 2 refrigeration trains with 3 compressors each to supercool liquid stream of liquefied petroleum gas (LPG) for atmospheric storage in 2 new 600,000 bbl tanks.
- Inlet treating for sulfur and water, mole sieve dehydration beds, and amine/or caustic treatment for sulfur.
- A glycol heating system with heat exchangers for warming LPG
- Tanks, feed pipeline (16-inch steel; length of approximately 14,256 feet), pipeline metering, an origination station, potentially a new ship dock to support NGL loading and unloading

Applicant is obtaining the legal description of the right of way for the portion of the feed pipeline to be located in the Nederland Independent School District. When such description is complete, Applicant will supplement this Application to include the surveyed right of way.

The following are attached:

- Exhibit B-1 Equipment List
- Exhibit B-2 Facility Schematics
- Exhibit B-3 Map of the New Facilities
- Exhibit B-4 Vicinity Map

EXHIBIT B-1
EQUIPMENT LIST



Sunoco Logistics
Nederland Tx
LPG Terminal

Equipment List

Tag No	Title	Equipment Description	Spare
Tk-101	Butane Tank	300,000 bbl	1x100 %
Tk-102	Propane Tank	600,000 bbl	1x100 %
	Propane/Butane Receiving		
	Propane Dehydration Unit		1x100 %
	Drier/Regenerator Vessel	Pressure Vessel (cs)	
	Dry Gas Dust Filter	Pressure Vessel (cs)	1x100 %
	Regeneration Gas Heater	Shell&Tube Exchanger	1x100 %
	Condenser	Fin-Fan Air Cooler	
	Separator	Pressure Vessel (cs)	
	Regen Gas Compressor	Centrifugal	
	Hot Oil Heater	Gas Fired Heater	1x100 %
	Hot Oil Expansion Tank	Pressure Vessel (cs)	
	Hot Oil Pumps	Centrifugal	2x100 %
	Hot Oil Filter	Pressure Vessel (cs)	1x100 %
	Butane Dehydration Unit		1x100 %
	Drier/Regenerator Vessel	Pressure Vessel (cs)	
	Dry Gas Dust Filter	Pressure Vessel (cs)	1x100 %
	Regeneration Gas Heater	Shell&Tube Exchanger	1x100 %
	Condenser	Fin-Fan Air Cooler	
	Separator	Pressure Vessel (cs)	
	Regen Gas Compressor	Centrifugal	
	Hot Oil Heater	Gas Fired Heater	1x100 %
	Hot Oil Expansion Tank	Pressure Vessel (cs)	
	Hot Oil Pumps	Centrifugal	2x100 %
	Hot Oil Filter	Pressure Vessel (cs)	1x100 %
			1x100 %
C-101A/B	Propane First Stage Compressor	Flooded Screw Comp	2x50 %
C-102A/B	Propane Second Stage Compressor	Flooded Screw Comp	2x50 %
C-103A/B	Propane Third Stage Compressor	Flooded Screw Comp	2x50 %
E-101A/B	Propane First Stage Chiller	Kettle Reboiler	2x50 %
E-102A/B	Propane Second Stage Chiller	Kettle Reboiler	2x50 %
E-103A/B	Propane Third Stage	Kettle Reboiler	2x50 %
E-104A/B	Condenser	Fin-Fan Air Cooler	2x50 %
V-106A/B	Receiver	Pressure Vessel	2x50 %
E-301A/B	Butane Chiller	Kettle Reboiler	2x50 %
	Ship Loading System		
LA-101A/B	Propane/Butane Loading Arm	Liquid Arms	2x50 %
LA-102	Propane/Butane Vapor Return Arm	Vapor Arms	1x100 %
B-101	Propane/Butane Vapor Return Blowers	Rotary Blower	1x100 %
P-102A/B	Propane Ship Loading Pump	In-ground vert. pump	2x50 %
P-103	Propane Recirculation Pump	In-ground vert. pump	1x100 %
P-302A/B	Butane Ship Loading Pump	In-ground vert. pump	2x50 %
P-303	Butane Recirculation Pump	In-ground vert. pump	1x100 %
	BOG System		
C-201A/B	Propane BOG Compressor	Flooded Screw Comp	2x50 %
E-201A/B	Propane BOG Condenser	Fin-Fan Air Cooler	2x50 %
E-202A/B	Propane Economizer	Kettle Reboiler	2x50 %
V-201A/B	Propane BOG Receiver	Pressure Vessel	2x50 %
C-301A/B	Butane BOG Compressor	Flooded Screw Comp	2x50 %

LPG Import/Export
Sunoco Nederland, Tx
Dec. 09 2012.



Sunoco Logistics
Nederland Tx

Equipment List

LPG Terminal

E-301A/B	Butane BOG Condenser	Fin-Fan Air Cooler	2x50 %
E-302A/B	Butane Economizer	Kettle Reboiler	2x50 %
V-301A/B	Butane BOG Receiver	Pressure Vessel	2x50 %
	Sendout to Pipeline System		
P-101A/B	Propane Booster Pump to Pipeline	In-ground can pump	2x50 %
E-104	Propane Warmer	Shell&Tube type	1x100 %
P-301A/B	Butane Booster Pump to Pipeline	In-ground can pump	2x50 %
E-304	Butane Warmer	Shell&Tube type	1x100 %
P-401A/B	WEG Pumps	Centrifugal Type	2x50 %
H-401A/B	WEG Heater		2x50 %
Z-101	Flare		
	Instrument Air Compressors		2x100 %
	Metering Systems		
	Propane Receiving Metering System		
	Butane Receiving Metering System		
	Propane Sendout Metering System		
	Butane Sendout Metering System		
	Transformer		
	DCS		
	Plant Lighting System		
	Firewater Distribution System		
	Fire Extinguisher		
	Gas, Smoke, and Fire Detectors		

LPG Import/Export
Sunoco Nederland, Tx
Dec. 09 2012.

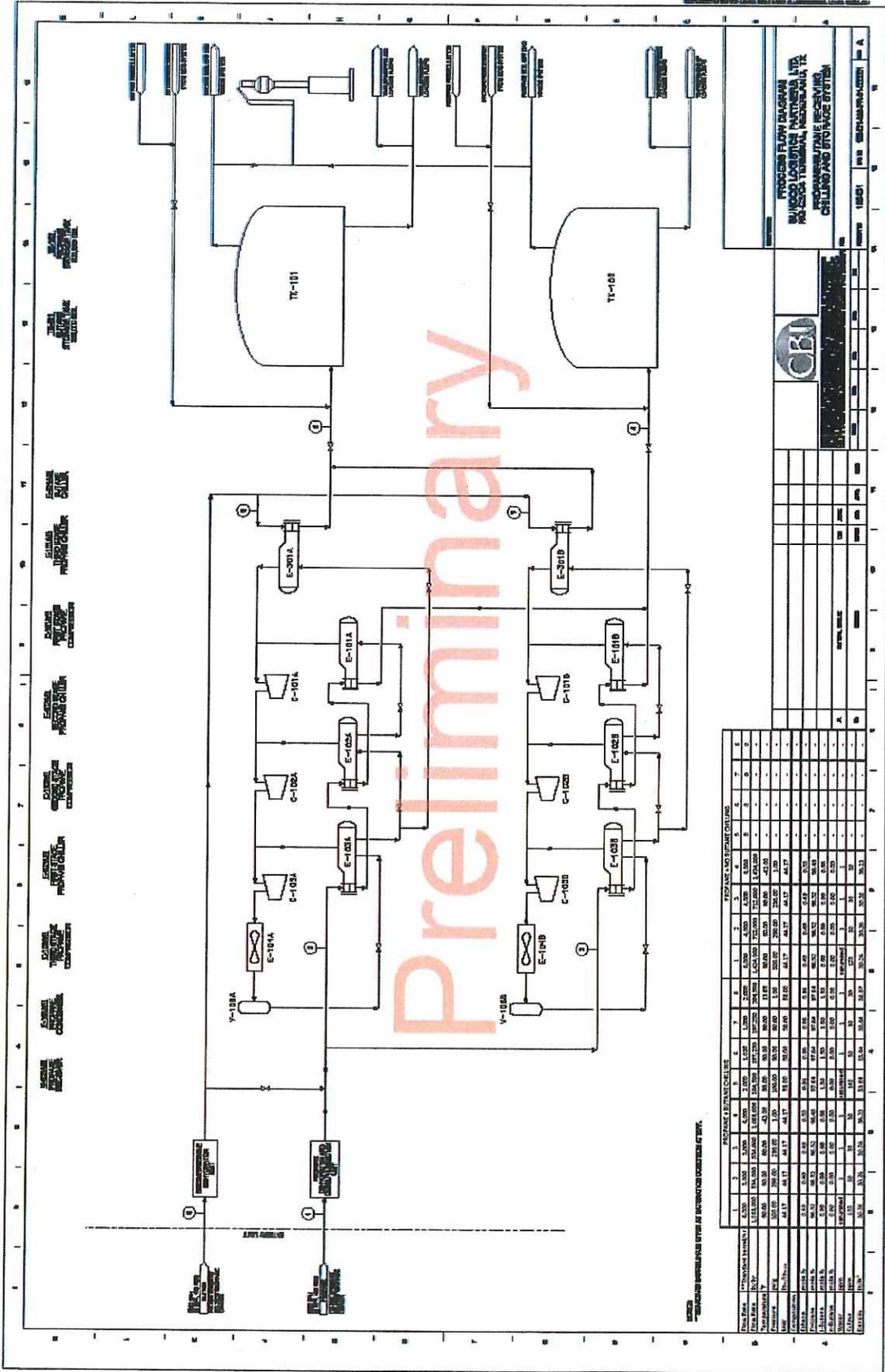


Preliminary Load list

Nederland Terminal Load List

Tag No	Title	Equipment Type	Spare	Total Motor KW	Cases	
					Rundown KW	Rundown+ ship load KW
Tk-101	Butane Tank		300,000 bbl			
Tk-102	Propane Tank		800,000 bbl			
	Propane/Butane Receiving					
	Propane Dehydration Unit		1x100 %			
	Condenser Fan Motors			258	258	258
	Regem Gas Compressor					
	Hot Oil Circulation Pump					
	Butane Dehydration Unit		1x100 %			
	Condenser Fan Motors			88	88	88
	Regem Gas Compressor			200	200	200
	Hot Oil Circulation Pump					
	Chiller System					
C-101A/B	Propane First Stage Compressor	Oil flooded Screw Comp	2x50 %	2,751	2,751	2,751
C-102A/B	Propane Second Stage Compressor	Oil flooded Screw Comp	2x50 %	5,510	5,510	5,510
C-103A/B	Propane Third Stage Compressor	Oil flooded Screw Comp	2x50 %	10,898	10,898	10,898
E-104A/B	Condenser Fan Motors			630	630	630
	Ship Loading System					
LA-101A/B	Propane/Butane Loading Arm		2x50 %	12		12
B-101	Propane/Butane Vapor Return Blowers	Rotary Blower	1x100 %	119		119
P-102A/B	Propane Ship Loading Pump	Inground vertical turbine Pump	3x50 %	656		656
P-103	Propane Recirculation Pump	Inground vertical turbine Pump	1x100 %	21		21
P-302A/B	Butane Ship Loading Pump	Inground vertical turbine Pump	3x50 %	693		693
P-303	Butane Recirculation Pump	Inground vertical turbine Pump	1x100 %	21		21
	BOG System					
C-201A/B	Propane BOG Compressor	Oil flooded Screw Comp	2x50 %	4,118	4,118	4,118
E-201A/B	Propane BOG Condenser Fan Motor			64	64	64
C-301A/B	Butane BOG Compressor	Oil flooded Screw Comp	2x50 %	760	760	760
E-301A/B	Butane BOG Condenser Fan Motor			26	26	26
	Sendout to Pipeline System					
P-101A/B	Propane Booster Pump to Pipeline	Inground vertical turbine Pump	2x50 %	1,148	1,148	1,148
P-301A/B	Butane Booster Pump to Pipeline	Inground vertical turbine Pump	2x50 %	441	441	441
P-401A/B	WEG Pumps	Centrifugal Pump	2x50 %	38	38	38
H-401A/B	WEG Heater Fan Motor		2x50 %	41	41	41
	Miscellaneous Equipment			164	164	164
				28,748	27,226	28,748

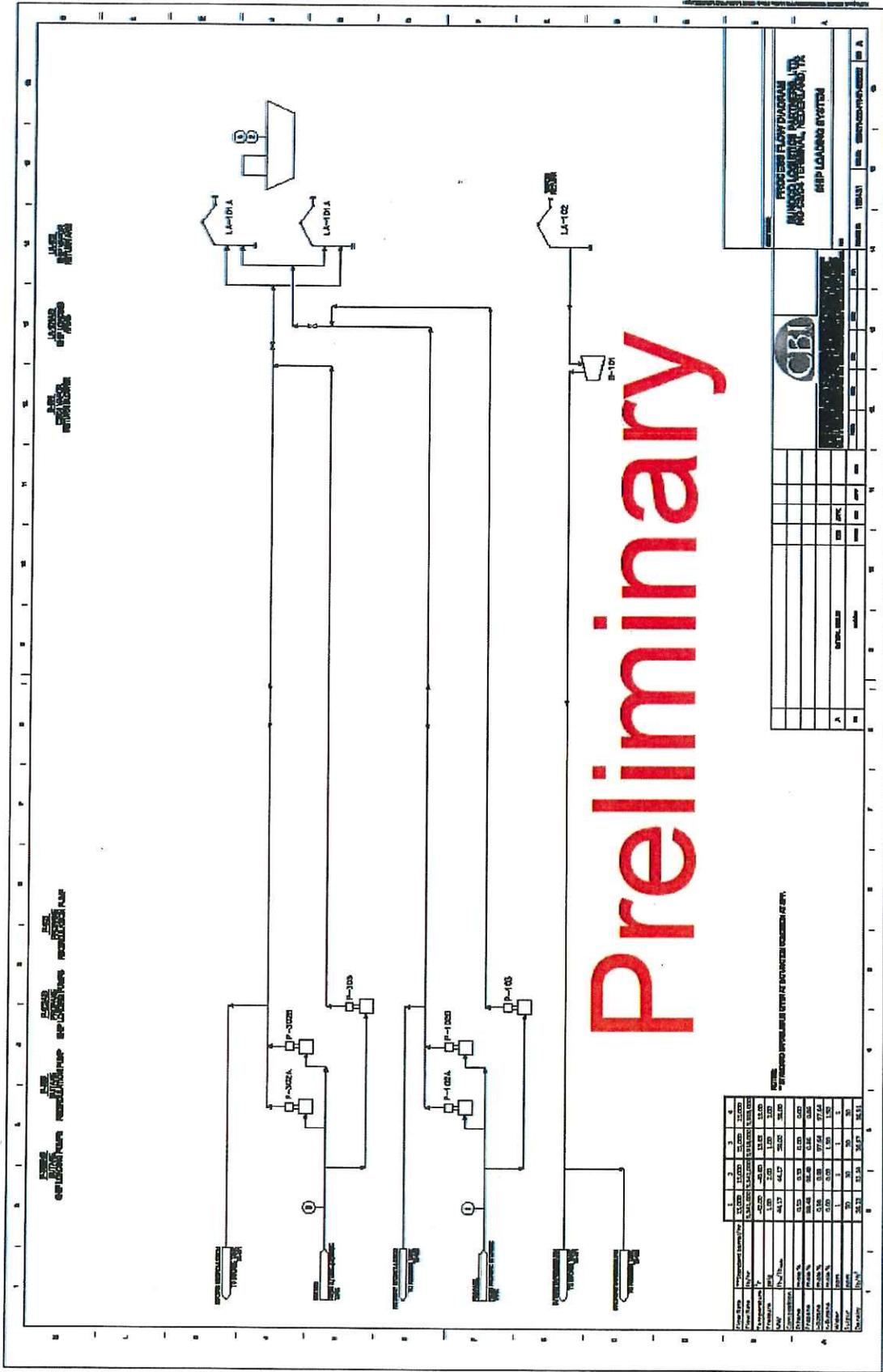
EXHIBIT B-2
FACILITY SCHEMATICS



PROCESS FLOW DIAGRAM
PHARMACEUTICAL RECEIVING,
CHILLING AND STORAGE SYSTEM

ITEM NO.	DESCRIPTION	QTY	UNIT	REVISION
1	PROCESS FLOW DIAGRAM	1	SET	1
2	PHARMACEUTICAL RECEIVING, CHILLING AND STORAGE SYSTEM	1	SET	1

ITEM NO.	DESCRIPTION	STANDARD PIPE SIZES						STANDARD PIPE WALL THICKNESSES					
		1/2"	3/4"	1"	1 1/2"	2"	3"	1/8"	3/16"	1/4"	5/16"	3/8"	1/2"
1	1/2"	1.315	1.315	1.315	1.315	1.315	0.083	0.083	0.083	0.083	0.083	0.083	0.083
2	3/4"	1.315	1.315	1.315	1.315	1.315	0.083	0.083	0.083	0.083	0.083	0.083	0.083
3	1"	1.315	1.315	1.315	1.315	1.315	0.083	0.083	0.083	0.083	0.083	0.083	0.083
4	1 1/2"	1.315	1.315	1.315	1.315	1.315	0.083	0.083	0.083	0.083	0.083	0.083	0.083
5	2"	1.315	1.315	1.315	1.315	1.315	0.083	0.083	0.083	0.083	0.083	0.083	0.083
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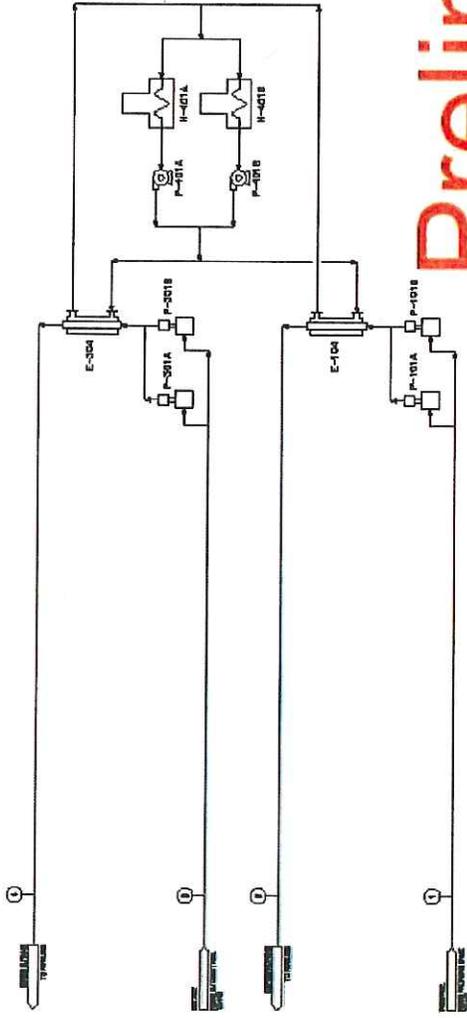
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PROJECT FLOW DIAGRAM
 SHIP LOADING SYSTEM
 CBI



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Preliminary

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PROJECT FLOW DIAGRAM
 BUNDOLOTTI PIPELINE SYSTEM
 BUNDOLOTTI PIPELINE SYSTEM
 BUNDOLOTTI PIPELINE SYSTEM

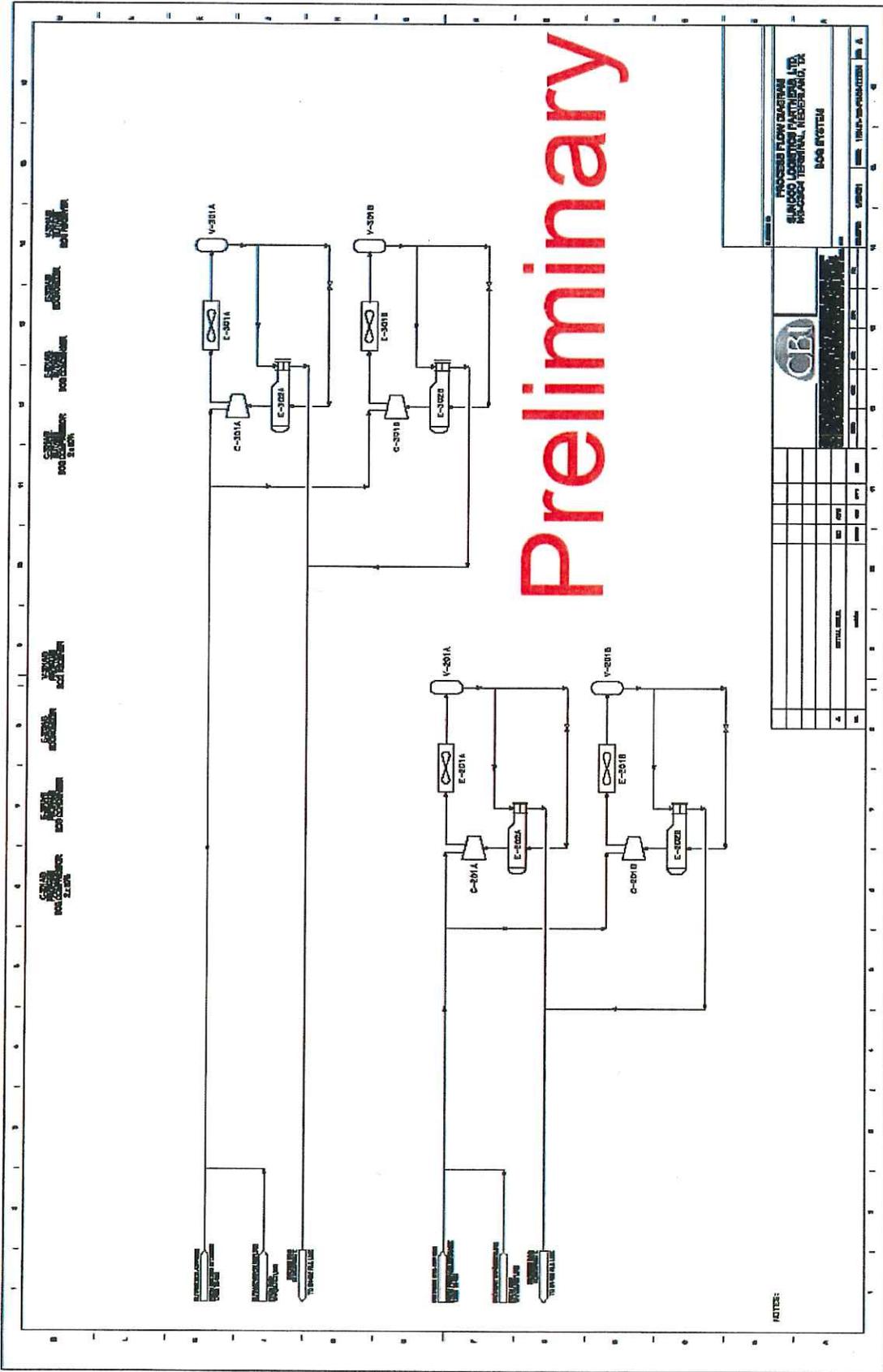


EXHIBIT B-3

MAP OF THE NEW FACILITIES

EXHIBIT B-4
VICINITY MAP

Proposed Layout



EXHIBIT C

ABILITY TO RELOCATE

Sunoco

Application for Appraised Value Limitation – Exhibit C

Applicant's former group parent company, Sunoco, Inc. ("Sunoco"), is headquartered in Philadelphia, PA, and is a leading logistics and retail company. Sunoco was a petroleum refiner and has a network of approximately 4,900 retail gasoline locations and other facilities in 23 states. The Company formerly owned the general partner interest of Sunoco Logistics Partners L.P. (NYSE: SXL), which consisted of a 2-percent ownership interest and incentive distribution rights, and owned a 32 percent interest in the Partnership's limited partner units.

Applicant is a subsidiary of Sunoco Logistics Partners L.P., which is an owner and operator of complementary pipeline, terminal and crude oil acquisition and marketing assets. On October 5, 2012, Sunoco was acquired by Energy Transfer Partners, L.P. ("ETP"). In connection with the acquisition, Sunoco's interests in the Sunoco Logistics Partners L.P. general partner and limited partnership were contributed to ETP, resulting in a change of control of the Partnership's general partner. As a result, the Partnership became a consolidated subsidiary of ETP.

Based on strong demand for its products and services, Sunoco Logistics Partners, L.P. presently is evaluating opportunities for investment in new and/or expanded manufacturing and other facilities in Canada and at least two other states, in addition to Texas. The proposed Nederland NGL project is competing against these other proposed projects for the necessary capital investment.

ETP, and an ETP subsidiary, Lone Star NGL, LLC, were working closely with a third party facility on the Houston Ship Channel in Harris County to develop the project. The parties were very close to executing a commercial agreement. Sunoco Logistics Partners L.P. then convinced ETP and Lone Star of the potential advantages of developing a new facility at Nederland as an alternative. It was agreed at that time to evaluate the Nederland option, and determine if it was economically viable compared with the original plan.

Sunoco Logistics Partners L.P. has been working quickly to develop the proposed engineering and operational plans, as well as the financial models, to attempt to support constructing the proposed NGL project in Nederland. A package of tax incentives, including a School District Tax Limitation Agreement, is a very important aspect of the financial model and outcome of this proposal. Without these incentives, it is uncertain whether ETP will commit to the Nederland project.

EXHIBIT D-E
LAND DESCRIPTION/OWNERSHIP/
TAX PARCELS
REINVESTMENT ZONE BOUNDARIES

The pages that follow include a plat and metes and bounds description of the land to be included in the Reinvestment Zone and on which the proposed project will be located.

The land is owned by Sunoco Partners Marketing and Terminals LP and has been leased to the Applicant, Sunoco Partners NGL Facilities LLC.

The land is part of Jefferson County Appraisal District accounts nos. _____
_____.

80.395 Acre Tract

Being a 80.395 acre tract of land, more or less, with said tract having 30.159 acres out of the Burr and Caswell Survey, Abstract Number 406, 7.758 acres out of the John C. Kucher Survey, Abstract Number 158, and 32.478 acres out of the William Carroll Survey, Abstract Number 13 in Jefferson County, Texas, and tract being 29.673 acres out of that 247.794 acre tract to be conveyed from the City of Nederland to Sunoco Partners Marketing and Terminals, L.P. and 3.446 acres out of that 11.475 acre tract to be conveyed from the City of Nederland to Sunoco Partners Marketing and Terminals, L.P. out of that 934.0 acre tract conveyed to the City of Nederland, Texas in deed recorded under Film File Code Number 101-27-1067 of the Official Public Records of Jefferson County, Texas, and 47.276 acres being out of the existing Sunoco Partners Marketing and Terminals, L.P. tract, with said 80.395 acre tract being described as follows:

BEGINNING at a 1 inch iron pipe found in the east line of this tract, being the most easterly northeast corner of said 934.0 acre tract and said 247.794 acre tract, and being an interior corner of the Sunoco Partners Marketing and Terminals, L.P. tract, said corner having a Texas State Plane Grid Coordinate for the Texas South Central Zone of North 13,948,066.69, East 3,553,705.98 with a convergence angle of 02° 27' 16";

THENCE South 21° 01' 38" West with the east line of this tract and said 934.0 acre tract and said 247.794 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 1798.63 feet to a 1 inch iron pipe found for an angle point in the east line of this tract and said 934.0 acre tract and said 247.794 acre tract and west line of said Sunoco tract;

THENCE South 16° 57' 23" West with the east line of this tract and said 934.0 acre tract and said 247.794 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 762.11 feet to ½ inch iron rod with a cap stamped "SESCO" set for the most easterly southeast corner of this tract;

THENCE North 64° 01' 46" West with a south line of this tract a distance of 786.80 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the most easterly southwest corner of this tract, being in the west line of that 58.6 acre tract conveyed to Sun Oil Company as the Second Tract in deed recorded in Volume 375, Page 493 of the Deed Records of Jefferson County, Texas;

THENCE North 34° 05' 25" East with a west line of this tract and the west line of said 58.6 acre tract a distance of 772.89 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in a west line of this tract, same being the north corner of said 58.6 acre tract and the southwest corner of that 54.7 acre tract conveyed to Sun Oil Company as the Third Tract in deed recorded in Volume 375, Page 493 of the Deed Records of Jefferson County, Texas, and said corner of being the northeast corner of said Kucher Survey and an interior corner of said Burr and Caswell Survey;

THENCE North 28° 20' 36" East with a west line of this tract and the west line of said 54.7 acre tract a distance of 1719.30 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract, being in a north line of said 934.0 acre tract and said 247.794 acre tract

and in a south line of said Sunoco tract;

THENCE North 74° 32' 59" West with a south line of this tract and a north line of said 934.0 acre tract and said 247.794 acre tract and a south line of said Sunoco tract a distance of 1953.20 feet to a 1 inch iron pipe found for an interior corner of this tract, same being an interior corner of said Sunoco tract and a northwest corner of said 934.0 acre tract and northwest corner of said 247.794 acre tract;

THENCE South 61° 01' 27" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract and said 247.794 acre tract a distance of 520.80 feet to a 1 inch iron pipe found for an angle point in a south line of this tract, same being an angle point in a north line of said 934.0 acre tract and said 247.794 acre tract and in a south line of said Sunoco tract;

THENCE South 37° 08' 56" West with an east line of this tract and a most northerly west line of said 247.794 acre tract and a west line of said 934.0 acre tract and a westerly east line of said Sunoco tract, at a distance of 1300.54 feet a ½ inch iron rod with a cap stamped "SESCO" found for the southwest corner of said 247.794 acre tract, continuing for a total distance of 1337.03 feet to a 1 inch iron pipe found for a southeast corner of this tract, same being a southeast corner of said Sunoco tract and an interior corner of said 934.0 acre tract;

THENCE North 52° 27' 07" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 1278.42 feet to a 1 inch iron pipe found for an angle point in a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract;

THENCE North 22° 24' 08" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 1045.74 feet to a 1 inch iron pipe found for an angle point in a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract;

THENCE North 49° 01' 56" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 694.43 feet to a 1 inch iron pipe found for an angle point in a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract;

THENCE North 74° 30' 03" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 1005.19 feet to a 1 inch iron pipe found for a southwest corner of this tract, same being the southwest corner of said Sunoco tract and an interior corner of said 934.0 acre tract, same being the southeast corner of said 11.475 acre tract;

THENCE North 15° 29' 57" East with a west line of this tract and the east line of said 11.475 acre tract and the west line of said Sunoco tract and an east line of said 934.0 acre tract a distance of 188.44 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract;

THENCE North 70° 05' 26" West with a south line of this tract a distance of 404.79 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point;

THENCE North 73° 36' 59" West with a south line of this tract a distance of 337.28 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the southwest corner of this tract, being in the west line of said 11.475 acre tract;

THENCE North 15° 29' 57" East with the west line of this tract and the west line of said 11.475 acre tract a distance of 186.03 feet to the northwest corner of this tract, being in the south bank of the Neches River;

THENCE South 53° 04' 41" East with a north line of this tract and the south bank of the Neches River a distance of 154.73 feet to an angle point in the north line of this tract and the south bank of the Neches River;

THENCE South 89° 59' 21" East with a north line of this tract and the south bank of the Neches River a distance of 435.10 feet to an angle point in the north line of this tract and the south bank of the Neches River;

THENCE South 59° 48' 43" East with a north line of this tract and the south bank of the Neches River a distance of 183.48 feet to the most westerly northeast corner of this tract, being in the east line of said 11.475 acre tract and in an east line of said 934.0 acre tract and in the west line of said Sunoco tract;

THENCE South 78° 24' 27" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 444.57 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 77° 08' 07" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 50.11 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 45° 20' 13" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 85.09 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 05° 47' 16" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 130.57 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 73° 42' 54" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 505.49 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 76° 53' 27" East with a north line of this tract and north line of said Sunoco tract

and the south bank of the Neches River a distance of 237.13 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 65° 55' 43" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 162.92 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 69° 54' 46" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 253.48 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 61° 54' 12" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 87.63 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE North 81° 36' 03" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 192.59 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE North 50° 01' East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 83.11 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE North 39° 45' 31" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 163.70 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 71° 35' 43" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 100.06 feet to a ½ inch iron rod with a cap stamped "SESCO" set for a northeast corner of this tract;

THENCE South 18° 24' 17" West with an east line of this tract a distance of 445.09 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point;

THENCE South 67° 35' 52" West with an east line of this tract a distance of 549.47 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract;

THENCE South 22° 24' 08" East with a north line of this tract a distance of 939.29 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract;

THENCE South 52° 27' 07" East with a north line of this tract a distance of 1109.02 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract;

THENCE North 37° 08' 56" East with a west line of this tract a distance of 1113.47 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point;

THENCE North 14° 53' 06" East with a west line of this tract a distance of 674.47 feet to a northwest corner of this tract, being on the south bank of the Neches River;

THENCE South 58° 00' 17" East with the north line of this tract and the south bank of the Neches River a distance of 92.38 feet to an angle point in the north line of this tract;

THENCE South 73° 22' 38" East with the north line of this tract and the south bank of the Neches River a distance of 332.45 feet to an angle point in the north line of this tract;

THENCE South 57° 30' 55" East with the north line of this tract a distance of 363.96 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract;

THENCE South 74° 32' 59" East with the north line of this tract a distance of 1544.04 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract;

THENCE North 87° 00' 06" East with the north line of this tract and distance of 227.16 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract, being in the west line of said referenced 54.7 acre tract;

THENCE South 74° 32' 59" East with the north line of this tract a distance of 308.61 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the northeast corner of this tract;

THENCE South 21° 01' 38" West with the east line of this tract a distance of 222.94 feet to the place of BEGINNING.

Said tract of land herein described contains 80.395 acres of land, more or less.

The bearings in the description above are based on the Texas State Plane Grid Coordinates for the Texas South Central Zone, the distances stated herein a true surface distances.


James A. Skinner
R.P.L.S. No. 1614

Surveyed in March 2013.



STATE OF TEXAS

COUNTY OF JEFFERSON

EXHIBIT

**METES AND BOUNDS DESCRIPTION FOR A PROPOSED SUNOCO L.P. PIPELINE L.P. 16-
INCH WIDE PERMANENT RIGHT-OF-WAY ACROSS NEDERLAND INDEPENDENT
SCHOOL DISTRICT BOUNDARY LIMITS**

Being the centerline survey description of a proposed 16-inch wide easement and right-of-way, extending over, through continuing along and across the approximate Nederland Independent School District Boundary Limits located in Jefferson County, Texas, situated in the WM. Carroll Survey, Abstract No. 13 and the T.&N.O. R.R. Survey, Abstract No. 257, Chambers County, Texas.

All Bearings and coordinates shown hereon are referenced to the North American Datum 1983 – Texas South Central Zone. Distances shown hereon are grid.

BEGINNING (P.O.B) at a point for the start of the 16-inch wide Sunoco L.P., pipeline;

Thence, South 37° 57' 41" West, along the centerline of said 16-inch Sunoco L.P. pipeline, a distance of 6.24' to an angle point;

Thence, North 52° 01' 54" West, continuing along said centerline, a distance of 65.48' to an angle point;

Thence, South 37° 57' 21" West, continuing along said centerline, a distance of 78.95' to an angle point;

Thence, South 37° 57' 54" West, continuing along said centerline, a distance of 251.08 feet to an angle point;

Thence, South 38° 00' 59" West, continuing along said centerline, a distance of 608.81 feet to an angle point;

Thence, South 38° 02' 50" West, continuing along said centerline, a distance of 401.45 feet to an angle point;

Thence, South 37° 51' 52" West, continuing along said centerline, a distance of 480.20 feet to an angle point;

Thence, South 37° 53' 26" West, continuing along said centerline, a distance of 508.84 feet to an angle point;

Thence, South 38° 14' 06" West, continuing along said centerline, a distance of 622.23 feet to an angle point;

Thence, South 37° 48' 43" West, continuing along said centerline, a distance of 444.07 feet to an angle point;

Thence, South 37° 53' 11" West, continuing along said centerline, a distance of 309.15 feet to an angle point;

Thence, South 37° 32' 38" West, continuing along said centerline, a distance of 509.17 feet to an angle point;

Thence, South 33° 03' 05" West, continuing along said centerline, a distance of 529.07 feet to an angle point;

Thence, South 24° 53' 51" West, continuing along said centerline, a distance of 270.27 feet to an angle point;

Thence, South 47° 17' 53" East, continuing along said centerline, a distance of 158.48 feet to an angle point;

Thence, South 37° 46' 10" West, continuing along said centerline, a distance of 1478.79 feet to an angle point;

Thence, North 52° 13' 50" West, continuing along said centerline, a distance of 68.54 feet to an angle point;

Thence, South 37° 25' 31" West, continuing along said centerline, a distance of 517.79 feet to an angle point;

Thence, South 55° 22' 05" West, continuing along said centerline, a distance of 136.55 feet to an angle point;

Thence, South 08° 01' 44" East, continuing along said centerline, a distance of 97.79 feet to an angle point;

Thence, South 81° 58' 00" West, continuing along said centerline, a distance of 268.13 feet to an angle point;

Thence, South 63° 18' 05" West, continuing along said centerline, a distance of 49.05 feet to an angle point;

Thence, South 57° 16' 12" West, continuing along said centerline, a distance of 68.92 feet to an angle point;

Thence, South 38° 14' 25" West, continuing along said centerline, a distance of 898.73 feet to an angle point;

Thence, South 53° 24' 35" East, continuing along said centerline, a distance of 44.27 feet to an angle point;

Thence, South 36° 35' 25" West, continuing along said centerline, a distance of 2965.60 feet to an angle point;

Thence, South 86° 14' 17" West, continuing along said centerline, a distance of 788.97 feet to an angle point;

Thence, South 86° 09' 30" West, continuing along said centerline, a distance of 833.99 feet to an angle point;

Thence, South 86° 44' 19" West, continuing along said centerline, a distance of 375.93 feet to an angle point;

Thence, South 86° 27' 16" West, continuing along said centerline, a distance of 934.00 feet to an angle point;

Thence, South 85° 58' 45" West, continuing along said centerline, a distance of 434.29 feet to an angle point;

Thence, South 86° 09' 19" West, continuing along said centerline, a distance of 230.89 feet to an angle point;

Thence, South 87° 47' 33" West, continuing along said centerline, a distance of 682.35 feet to an angle point;

Thence, South 86° 22' 37" West, continuing along said centerline, a distance of 1800.25 feet;

Thence, South 86° 30' 28" West, continuing along said centerline, a distance of 453.10 feet (for a total distance of 18,371.42 feet or $\pm 1,113.42$ rods) to a point for the approximate intersection of the Nederland Independent School District boundary line and the centerline of said 16-inch Sunoco L.P. pipeline and the **POINT OF TERMINATION** of the herein described centerline survey.

This description is based on the preliminary route drawings of the aforementioned 16-inch Sunoco L.P. pipeline prepared by Morris P. Herbert Inc. dated July 5, 2013 and the approximate location of the Nederland Independent School District Boundary Limits as shown on the TX HomeTown Locator website.

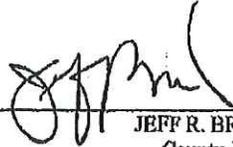
MORRIS P. HEBERT, INC.
10101 SOUTHWEST FREEWAY, SUITE 400
HOUSTON, TEXAS 77074
(713) 219-1470

EXHIBIT F
JEFFERSON COUNTY
RESOLUTION CREATING
REINVESTMENT ZONE

to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

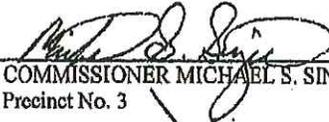
Signed this 18th day of March, 2013.



JEFF R. BRANICK
County Judge



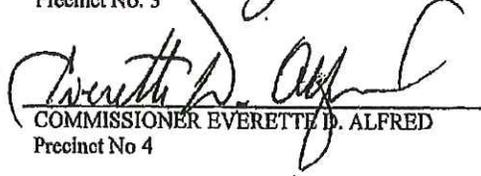
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



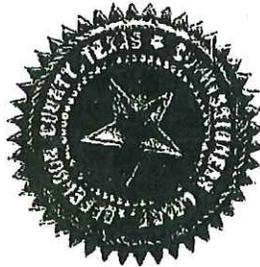
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

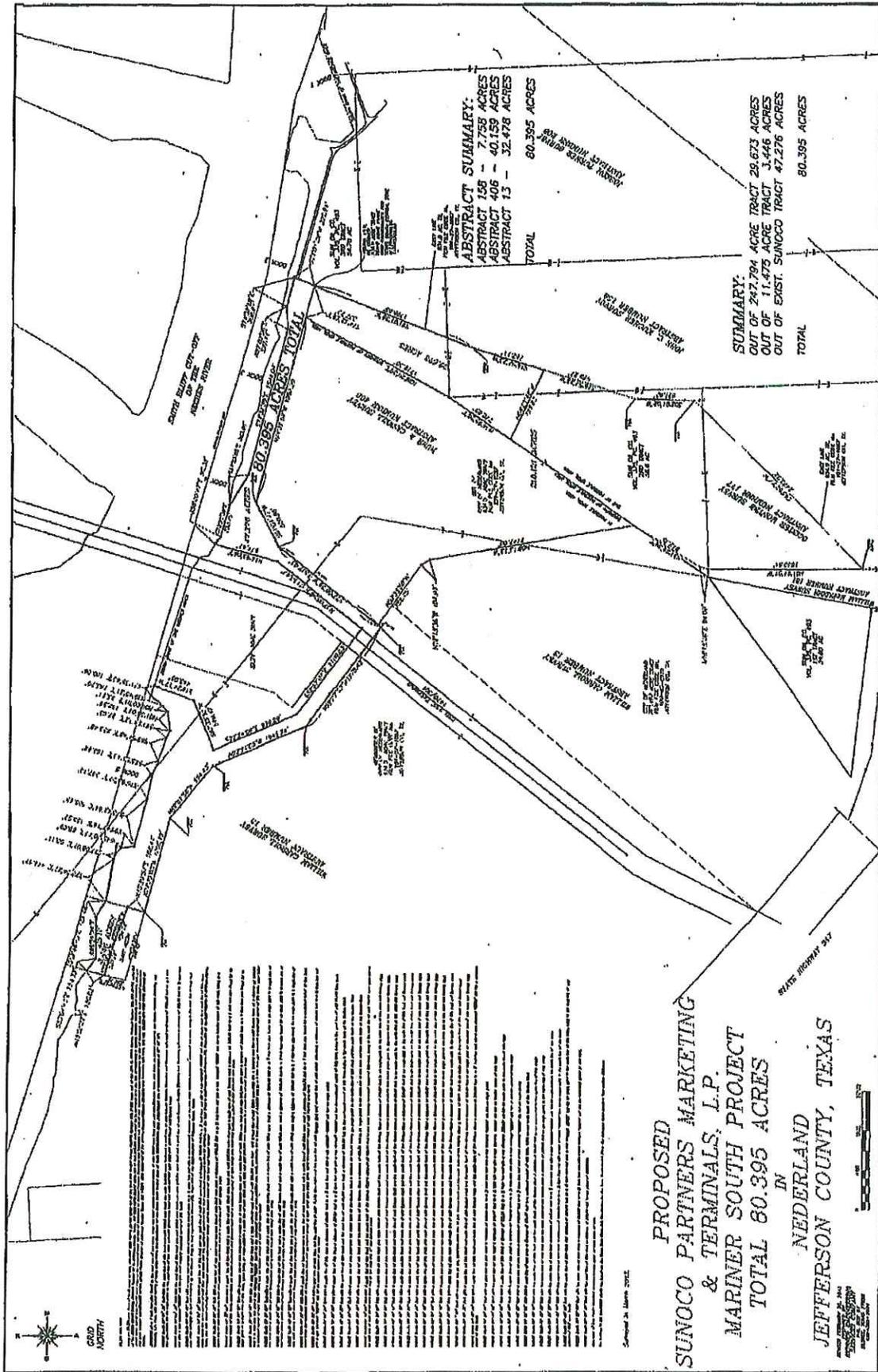


COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No 4





ABSTRACT SUMMARY:
 ABSTRACT 158 - 7,758 ACRES
 ABSTRACT 406 - 40,159 ACRES
 ABSTRACT 13 - 32,478 ACRES
TOTAL 80,395 ACRES

SUMMARY:
 OUT OF 247,794 ACRE TRACT 28,673 ACRES
 OUT OF 11,475 ACRE TRACT 3,446 ACRES
 OUT OF EXIST. SUNOCO TRACT 47,276 ACRES
TOTAL 80,395 ACRES

80,395 ACRES TOTAL

**PROPOSED
 SUNOCO PARTNERS MARKETING
 & TERMINALS, L.P.
 MARINER SOUTH PROJECT
 TOTAL 80,395 ACRES
 IN
 NEDERLAND
 JEFFERSON COUNTY, TEXAS**

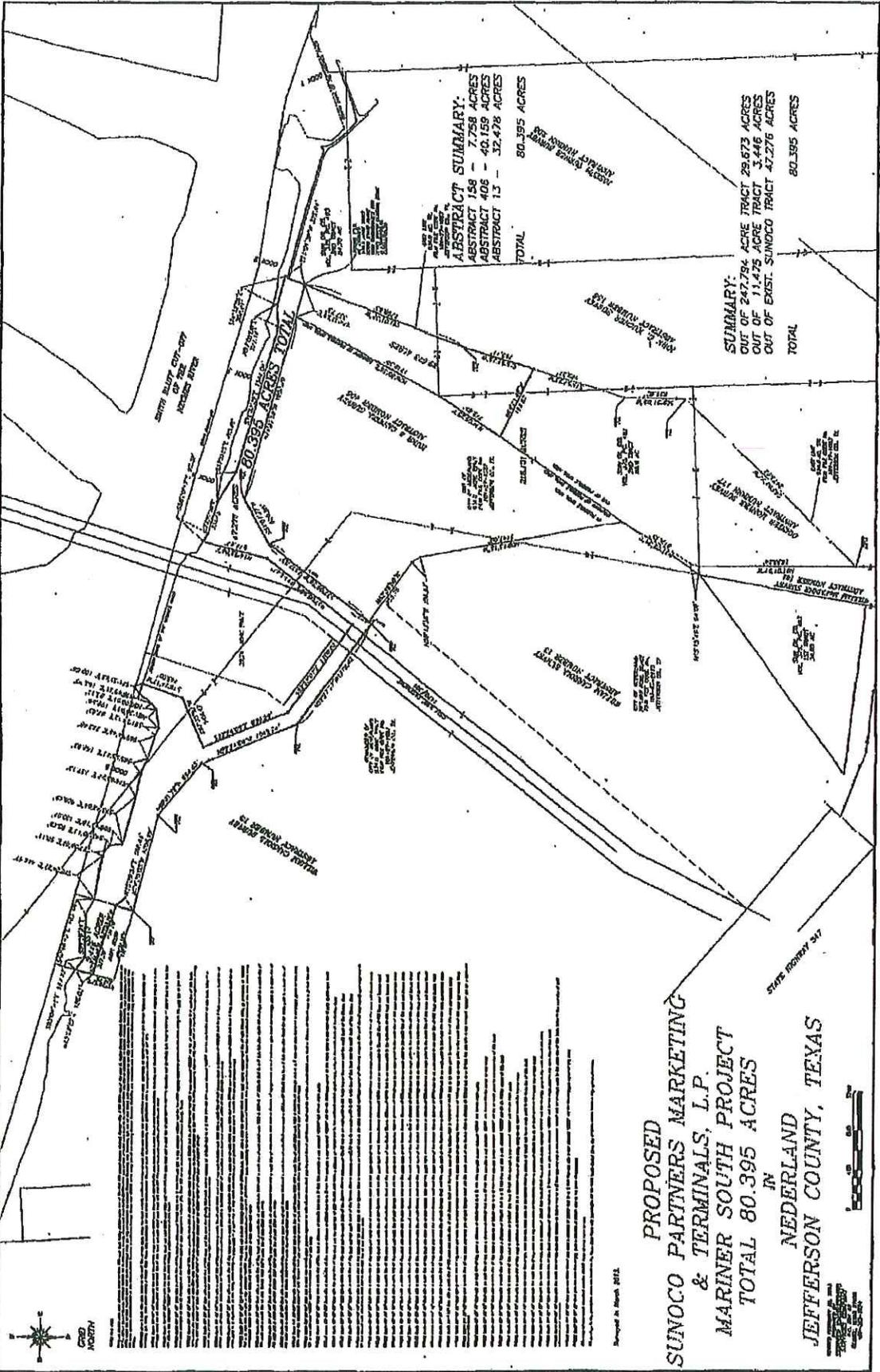


GRID NORTH

[Detailed survey notes and legal descriptions, including references to previous surveys and land ownership.]

Surveyed by: [Name]





ABSTRACT SUMMARY:
 ABSTRACT 158 - 7,758 ACRES
 ABSTRACT 406 - 40,159 ACRES
 ABSTRACT 13 - 32,478 ACRES
TOTAL - 80,395 ACRES

SUMMARY:
 OUT OF 247,794 ACRE TRACT 29,673 ACRES
 OUT OF 11,475 ACRE TRACT 3,446 ACRES
 OUT OF EXIST. SUNOCO TRACT 47,276 ACRES
TOTAL - 80,395 ACRES

**PROPOSED
 SUNOCO PARTNERS MARKETING
 & TERMINALS, L.P.
 MARINER SOUTH PROJECT
 TOTAL 80.395 ACRES
 IN
 NEDERLAND
 JEFFERSON COUNTY, TEXAS**

[The following text is a dense block of small print, likely containing legal disclaimers, survey details, and project information.]



80.395 Acre Tract

Being a 80.395 acre tract of land, more or less, with said tract having 30.159 acres out of the Burr and Caswell Survey, Abstract Number 406, 7.758 acres out of the John C. Kucher Survey, Abstract Number 158, and 32.478 acres out of the William Carroll Survey, Abstract Number 13 in Jefferson County, Texas, and tract being 29.673 acres out of that 247.794 acre tract to be conveyed from the City of Nederland to Sunoco Partners Marketing and Terminals, L.P. and 3.446 acres out of that 11.475 acre tract to be conveyed from the City of Nederland to Sunoco Partners Marketing and Terminals, L.P. out of that 934.0 acre tract conveyed to the City of Nederland, Texas in deed recorded under Film File Code Number 101-27-1067 of the Official Public Records of Jefferson County, Texas, and 47.276 acres being out of the existing Sunoco Partners Marketing and Terminals, L.P. tract, with said 80.395 acre tract being described as follows:

BEGINNING at a 1 inch iron pipe found in the east line of this tract, being the most easterly northeast corner of said 934.0 acre tract and said 247.794 acre tract, and being an interior corner of the Sunoco Partners Marketing and Terminals, L.P. tract, said corner having a Texas State Plane Grid Coordinate for the Texas South Central Zone of North 13,948,066.69, East 3,553,705.98 with a convergence angle of 02° 27' 16";

THENCE South 21° 01' 38" West with the east line of this tract and said 934.0 acre tract and said 247.794 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 1798.63 feet to a 1 inch iron pipe found for an angle point in the east line of this tract and said 934.0 acre tract and said 247.794 acre tract and west line of said Sunoco tract;

THENCE South 16° 57' 23" West with the east line of this tract and said 934.0 acre tract and said 247.794 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 762.11 feet to ½ inch iron rod with a cap stamped "SESCO" set for the most easterly southeast corner of this tract;

THENCE North 64° 01' 46" West with a south line of this tract a distance of 786.80 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the most easterly southwest corner of this tract, being in the west line of that 58.6 acre tract conveyed to Sun Oil Company as the Second Tract in deed recorded in Volume 375, Page 493 of the Deed Records of Jefferson County, Texas;

THENCE North 34° 05' 25" East with a west line of this tract and the west line of said 58.6 acre tract a distance of 772.89 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in a west line of this tract, same being the north corner of said 58.6 acre tract and the southwest corner of that 54.7 acre tract conveyed to Sun Oil Company as the Third Tract in deed recorded in Volume 375, Page 493 of the Deed Records of Jefferson County, Texas, and said corner of being the northeast corner of said Kucher Survey and an interior corner of said Burr and Caswell Survey;

THENCE North 28° 20' 36" East with a west line of this tract and the west line of said 54.7 acre tract a distance of 1719.30 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract, being in a north line of said 934.0 acre tract and said 247.794 acre tract

and in a south line of said Sunoco tract;

THENCE North $74^{\circ} 32' 59''$ West with a south line of this tract and a north line of said 934.0 acre tract and said 247.794 acre tract and a south line of said Sunoco tract a distance of 1953.20 feet to a 1 inch iron pipe found for an interior corner of this tract, same being an interior corner of said Sunoco tract and a northwest corner of said 934.0 acre tract and northwest corner of said 247.794 acre tract;

THENCE South $61^{\circ} 01' 27''$ West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract and said 247.794 acre tract a distance of 520.80 feet to a 1 inch iron pipe found for an angle point in a south line of this tract, same being an angle point in a north line of said 934.0 acre tract and said 247.794 acre tract and in a south line of said Sunoco tract;

THENCE South $37^{\circ} 08' 56''$ West with an east line of this tract and a most northerly west line of said 247.794 acre tract and a west line of said 934.0 acre tract and a westerly east line of said Sunoco tract, at a distance of 1300.54 feet a $\frac{1}{2}$ inch iron rod with a cap stamped "SESCO" found for the southwest corner of said 247.794 acre tract, continuing for a total distance of 1337.03 feet to a 1 inch iron pipe found for a southeast corner of this tract, same being a southeast corner of said Sunoco tract and an interior corner of said 934.0 acre tract;

THENCE North $52^{\circ} 27' 07''$ West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 1278.42 feet to a 1 inch iron pipe found for an angle point in a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract;

THENCE North $22^{\circ} 24' 08''$ West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 1045.74 feet to a 1 inch iron pipe found for an angle point in a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract;

THENCE North $49^{\circ} 01' 56''$ West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 694.43 feet to a 1 inch iron pipe found for an angle point in a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract;

THENCE North $74^{\circ} 30' 03''$ West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 1005.19 feet to a 1 inch iron pipe found for a southwest corner of this tract, same being the southwest corner of said Sunoco tract and an interior corner of said 934.0 acre tract, same being the southeast corner of said 11.475 acre tract;

THENCE North $15^{\circ} 29' 57''$ East with a west line of this tract and the east line of said 11.475 acre tract and the west line of said Sunoco tract and an east line of said 934.0 acre tract a distance of 188.44 feet to a $\frac{1}{2}$ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract;

THENCE North 70° 05' 26" West with a south line of this tract a distance of 404.79 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point;

THENCE North 73° 36' 59" West with a south line of this tract a distance of 337.28 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the southwest corner of this tract, being in the west line of said 11.475 acre tract;

THENCE North 15° 29' 57" East with the west line of this tract and the west line of said 11.475 acre tract a distance of 186.03 feet to the northwest corner of this tract, being in the south bank of the Neches River;

THENCE South 53° 04' 41" East with a north line of this tract and the south bank of the Neches River a distance of 154.73 feet to an angle point in the north line of this tract and the south bank of the Neches River;

THENCE South 89° 59' 21" East with a north line of this tract and the south bank of the Neches River a distance of 435.10 feet to an angle point in the north line of this tract and the south bank of the Neches River;

THENCE South 59° 48' 43" East with a north line of this tract and the south bank of the Neches River a distance of 183.48 feet to the most westerly northeast corner of this tract, being in the east line of said 11.475 acre tract and in an east line of said 934.0 acre tract and in the west line of said Sunoco tract;

THENCE South 78° 24' 27" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 444.57 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 77° 08' 07" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 50.11 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 45° 20' 13" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 85.09 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 05° 47' 16" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 130.57 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 73° 42' 54" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 505.49 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 76° 53' 27" East with a north line of this tract and north line of said Sunoco tract

and the south bank of the Neches River a distance of 237.13 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 65° 55' 43" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 162.92 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 69° 54' 46" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 253.48 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 61° 54' 12" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 87.63 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE North 81° 36' 03" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 192.59 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE North 50° 01' East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 83.11 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE North 39° 45' 31" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 163.70 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 71° 35' 43" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 100.06 feet to a ½ inch iron rod with a cap stamped "SESCO" set for a northeast corner of this tract;

THENCE South 18° 24' 17" West with an east line of this tract a distance of 445.09 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point;

THENCE South 67° 35' 52" West with an east line of this tract a distance of 549.47 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract;

THENCE South 22° 24' 08" East with a north line of this tract a distance of 939.29 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract;

THENCE South 52° 27' 07" East with a north line of this tract a distance of 1109.02 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract;

THENCE North 37° 08' 56" East with a west line of this tract a distance of 1113.47 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point;

THENCE North 14° 53' 06" East with a west line of this tract a distance of 674.47 feet to a northwest corner of this tract, being on the south bank of the Neches River;

THENCE South 58° 00' 17" East with the north line of this tract and the south bank of the Neches River a distance of 92.38 feet to an angle point in the north line of this tract;

THENCE South 73° 22' 38" East with the north line of this tract and the south bank of the Neches River a distance of 332.45 feet to an angle point in the north line of this tract;

THENCE South 57° 30' 55" East with the north line of this tract a distance of 363.96 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract;

THENCE South 74° 32' 59" East with the north line of this tract a distance of 1544.04 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract;

THENCE North 87° 00' 06" East with the north line of this tract and distance of 227.16 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract, being in the west line of said referenced 54.7 acre tract;

THENCE South 74° 32' 59" East with the north line of this tract a distance of 308.61 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the northeast corner of this tract;

THENCE South 21° 01' 38" West with the east line of this tract a distance of 222.94 feet to the place of BEGINNING.

Said tract of land herein described contains 80.395 acres of land, more or less.

The bearings in the description above are based on the Texas State Plane Grid Coordinates for the Texas South Central Zone, the distances stated herein a true surface distances.


James A. Skinner
R.P.L.S. No. 1614

Surveyed in March 2013.



6. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
Action: APPROVED

COUNTY COMMISSIONERS:

7. Consider and possibly approve a Proclamation for YMBL South Texas State Fair Days in Jefferson County. **SEE ATTACHED PAGE 212**

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
Action: APPROVED

8. Receive and file Certificate of Completion for Commissioner Everette Alfred. Commissioner Alfred has successfully completed the continuing Education provisions of Article 81.0025 of the Texas Local Government Code 2012.

SEE ATTACHED PAGE 213

Motion by: Commissioner Alfred
Second by: Commissioner Sinegal
Action: APPROVED

9. Conduct a Public Hearing regarding establishment of the Sunoco Logistics Partners L.P. Reinvestment Zone.

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
Action: APPROVED

Clerk's Note: Public Hearing opened at 1:52 p.m. and closed at 1:54 p.m.

10. Consider and possibly approve an Order establishing the Sunoco Logistics Partners L.P. Reinvestment Zone. **SEE ATTACHED PAGES 214 - 222**

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
Action: APPROVED

EXHIBIT G
DESCRIPTION OF
EXISTING IMPROVEMENTS

The sole existing improvements consist of Dock 5 of the Sunoco Nederland Terminal, including related site improvements and machinery and equipment.

These assets are carried on the Jefferson County Appraisal District appraisal rolls as part of Account No. 5172500000000, with a 2013 value of \$4,707,033.

EXHIBIT H
CALCULATION OF
THREE WAGE TARGETS

ATTACHMENT 14 - CALCULATION OF WAGE REQUIREMENTS

Employment and Wage Calculations

| <i>Year</i> | <i>Quarter</i> | <i>County</i> | <i>Industry</i> | <i>Avg. Weekly Wages</i> |
|-------------|-----------------|---------------|-----------------|--------------------------|
| 2011 | 4 th | Nueces | All Industries | \$ 983 |
| 2012 | 1 st | Nueces | All Industries | \$ 1,004 |
| 2012 | 2 nd | Nueces | All Industries | \$ 931 |
| 2012 | 3 rd | Nueces | All Industries | \$ 920 |

\$ 959.50
 110%
\$ 1,055.45

| <i>Year</i> | <i>Quarter</i> | <i>County</i> | <i>Industry</i> | <i>Avg. Weekly Wages</i> |
|-------------|-----------------|---------------|-----------------|--------------------------|
| 2011 | 4 th | Nueces | Manufacturing | \$ 1,613 |
| 2012 | 1 st | Nueces | Manufacturing | \$ 1,972 |
| 2012 | 2 nd | Nueces | Manufacturing | \$ 1,628 |
| 2012 | 3 rd | Nueces | Manufacturing | \$ 1,583 |

(Mean Avg.) \$ 1,699
 110%
\$ 1,868.90

South East Texas Regional Planning Commission Annual Wage
(as of July 2012)

\$58,724
110%
 \$64,596.40 110% of Regional Annual Wage
 \$ 1,242.24 110% of Regional Weekly Wage

*Note: All data was taken from the Texas Workforce Commission TRACER database.

**2011 Manufacturing Wages by Council of Government Region
Wages for All Occupations**

| COG | Wages | |
|--|----------------|-----------------|
| | Hourly | Annual |
| Texas | \$22.89 | \$47,610 |
| <u>1. Panhandle Regional Planning Commission</u> | \$19.32 | \$40,196 |
| <u>2. South Plains Association of Governments</u> | \$16.45 | \$34,210 |
| <u>3. NORTEX Regional Planning Commission</u> | \$18.14 | \$37,733 |
| <u>4. North Central Texas Council of Governments</u> | \$24.03 | \$49,986 |
| <u>5. Ark-Tex Council of Governments</u> | \$16.52 | \$34,366 |
| <u>6. East Texas Council of Governments</u> | \$18.27 | \$37,995 |
| <u>7. West Central Texas Council of Governments</u> | \$17.76 | \$36,949 |
| <u>8. Rio Grande Council of Governments</u> | \$15.69 | \$32,635 |
| <u>9. Permian Basin Regional Planning Commission</u> | \$21.32 | \$44,349 |
| <u>10. Concho Valley Council of Governments</u> | \$15.92 | \$33,123 |
| <u>11. Heart of Texas Council of Governments</u> | \$18.82 | \$39,150 |
| <u>12. Capital Area Council of Governments</u> | \$26.46 | \$55,047 |
| <u>13. Brazos Valley Council of Governments</u> | \$15.71 | \$33,718 |
| <u>14. Deep East Texas Council of Governments</u> | \$15.48 | \$32,207 |
| <u>15. South East Texas Regional Planning Commission</u> | \$28.23 | \$58,724 |
| <u>16. Houston-Galveston Area Council</u> | \$25.82 | \$53,711 |
| <u>17. Golden Crescent Regional Planning Commission</u> | \$20.38 | \$42,391 |
| <u>18. Alamo Area Council of Governments</u> | \$18.00 | \$37,439 |
| <u>19. South Texas Development Council</u> | \$13.85 | \$28,806 |
| <u>20. Coastal Bend Council of Governments</u> | \$22.35 | \$46,489 |
| <u>21. Lower Rio Grande Valley Development Council</u> | \$15.08 | \$31,365 |
| <u>22. Texoma Council of Governments</u> | \$20.76 | \$43,190 |
| <u>23. Central Texas Council of Governments</u> | \$16.17 | \$33,642 |
| <u>24. Middle Rio Grande Development Council</u> | \$13.65 | \$28,382 |

Source: Texas Occupational Employment and Wages

Data published: July 2012

Data published annually, next update will be summer 2013

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.

Quarterly Employment and Wages (QCEW)



I.CODETITLE

Page 1 of 1 (40 results/page)

| Year | Period | Area | Ownership | Division | Level | Ind Code | Industry | Avg Weekly Wages |
|------|---------|------------------|-----------|----------|-------|----------|-----------------------|------------------|
| 2011 | 1st Qtr | Jefferson County | Private | 00 | 0 | 10 | Total, All Industries | \$928 |
| 2011 | 2nd Qtr | Jefferson County | Private | 00 | 0 | 10 | Total, All Industries | \$880 |
| 2011 | 3rd Qtr | Jefferson County | Private | 00 | 0 | 10 | Total, All Industries | \$925 |
| 2011 | 4th Qtr | Jefferson County | Private | 00 | 0 | 10 | Total, All Industries | \$983 |
| 2012 | 1st Qtr | Jefferson County | Private | 00 | 0 | 10 | Total, All Industries | \$1,004 |
| 2012 | 2nd Qtr | Jefferson County | Private | 00 | 0 | 10 | Total, All Industries | \$931 |
| 2012 | 3rd Qtr | Jefferson County | Private | 00 | 0 | 10 | Total, All Industries | \$920 |
| 2012 | 3rd Qtr | Jefferson County | Private | 31 | 2 | 31-33 | Manufacturing | \$1,583 |
| 2012 | 2nd Qtr | Jefferson County | Private | 31 | 2 | 31-33 | Manufacturing | \$1,628 |
| 2012 | 1st Qtr | Jefferson County | Private | 31 | 2 | 31-33 | Manufacturing | \$1,972 |
| 2011 | 4th Qtr | Jefferson County | Private | 31 | 2 | 31-33 | Manufacturing | \$1,613 |
| 2011 | 3rd Qtr | Jefferson County | Private | 31 | 2 | 31-33 | Manufacturing | \$1,587 |
| 2011 | 2nd Qtr | Jefferson County | Private | 31 | 2 | 31-33 | Manufacturing | \$1,520 |
| 2011 | 1st Qtr | Jefferson County | Private | 31 | 2 | 31-33 | Manufacturing | \$1,901 |

EXHIBIT I

EMPLOYEE BENEFITS

Sunoco Partners NGL Facilities LLC offers a number of employee benefits to qualifying jobholders, including the following:

- 401(k) Savings Plan
- Group Health Benefit for which Sunoco offers to pay at least 80% of the premiums or other chargers for employee-only coverage
- Dental and Vision Plans
- Pre-tax spending Plans for Medical, Dental and Vision Plans
- Disability Plan
- Life Insurance Plan
- Vacation and Holiday Pay

EXHIBIT J
JEFFERSON COUNTY
GUIDELINES AND CRITERIA FOR CREATING
REINVESTMENT ZONE

JEFFERSON COUNTY UNIFORM TAX ABATEMENT POLICY-2009

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Appraisal District (JCAD), an agency autonomous from Jefferson County. The Procedures used by JCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention.

DEFINITIONS

SECTION II

(a) "**Abatement**" means the full or partial exemption from ad valorem taxes of certain real property values and/or tangible personal property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) "**Agreement**" means a contractual agreement between a property owner and/or lessee and the County.

(c) "**Base Year**" means the calendar year in which the abatement contract is executed (signed).

(d) "**Base Year Value**" means the assessed value of eligible property January 1 preceding the execution of the agreement plus the value of eligible property improvements and Tangible Personal Property made after January 1, but before the execution of the Agreement, and which property is owned by the owner, co-owner, and/or its parent companies, subsidiaries, partners, co-venturers, or any entity exercising legal control over the owner or subject to control by the owner.

(e) "**Deferred Maintenance**" means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(f) "**Distribution Center**" means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(g) "**Eligible Facilities**" or "Eligible Projects" means new, expanded or modernized buildings and structures, tangible personal property as defined in the Texas Tax Code, 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 or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(h) "**Expansion**" means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(i) "**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, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(j) "**Facility**" means property improvements completed or in the process of construction which together comprise and integral whole.

(k) "**New Facility**" means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(l) "**Productive Life**" means the number of years a property improvement is expected to be in service in a facility.

(m) "**Tangible Personal Property**" means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment or enterprise zone at any time before the period covered by the agreement with the County.

**WHEN ABATEMENT AUTHORIZED
SECTION III**

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(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, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

- (1) 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 types of new jobs to be created by proposed improvements;
- (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;
- (7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;
- (8) The amount of local taxes to be generated directly;
- (9) The amount the property tax base valuation will be increased during term of abatement and after abatement;
- (10) The amount of economic impact the Eligible Facility will provide to the local community;
- (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid to the 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;
- (13) The population growth of the County projected to occur directly as a result of new improvements;
- (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;
- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact of the proposed project on the business opportunities of existing businesses;

- (17) The attraction of other new businesses to the area as a result of the project;
- (18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions;

Each application for tax abatement 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.

(b) Local Employment. For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials.

(d) Historically Underutilized Businesses/Disadvantaged Business Enterprises. The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities.

A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin or Orange counties will be recognized as a HUB/DBE for purposes of this policy.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

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

APPLICATION PROCESS SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description; a time schedule for undertaking and completing the planned 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 application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require an application fee in the amount of \$1,000.00 to be submitted with the application. If the application is granted and an abatement contract is entered into by and between the applicant and the County, such application fee will be refunded to applicant.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give 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 seventh (7th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (7th) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT SECTION VI

(a) Not later than the seventh (7th) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;

- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended;

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

RECAPTURE SECTION VII

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the 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, or discontinues production 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 the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides and additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

ADMINISTRATION SECTION VIII

(a) The Chief Appraiser of the Jefferson County Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or

operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction, the designated representative of the Owner shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(d) During the course of construction of the Project, Owner and its general contractor shall, on at least a quarterly basis, meet with designated County representatives to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. 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 withheld. As a condition of transfer, an assignment fee of 1% may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION SECTION X

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

**DISCRETION OF THE COUNTY
SECTION XI**

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

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

**QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP
AN APPLICATION AND ECONOMIC IMPACT STATEMENT
FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

- (1) Is your project within a city limit? . Name of City
- (2) Is your project within an ETJ? . Name of City
- (3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ _____

Number of Acres: _____ or Square Feet: _____

(6) Type and value of proposed improvements: _____

Type of construction:

(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

Value of Personal Property:

Value of Pollution Control Devices:

(7) Productive life of proposed improvements: _____ years, or term of initial lease: _____

(8) Number of existing jobs to be retained by proposed improvements: _____
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: _____

(10) Amount of Annual local payroll to be created: _____

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? _____

(12) Amount property tax base valuation will be increased:

During term of abatement: _____

After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: _____

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the 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.

(15) The population growth of the county that will occur directly as a result of new improvements: _____

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

-

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities?)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

EXHIBIT "A"

JEFFERSON COUNTY APPRAISAL DISTRICT
PROCEDURE FOR CALCULATING ABATEMENTS

Purpose

The purpose of this procedure is to clarify the method used in calculating the tax abatement under the attached Contract. This requires calculation of the current market Value, Base Year Value, and taxable Value as these terms are defined below. By deducting the abatable value from the current market Value the Taxable Value may be determined. However, in accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner's Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

Calculation of "Current Market Value"

"Current Market Value" is determined by calculating for that Tax Year the market value of all industrial realty improvements of a property owner that comprise the "Base year Value" or each taxing entity.

Calculation Base Year Value"

"Base Year Value" for each taxing entity executing an abatement contract is the market value of all industrial realty improvements of a property owner located within that entity for the tax period defined as the "Base Year" less the abated value of all projects granted by that entity for the "Base year." "Base year" is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of "Taxable Value"

"Taxable Value" for each taxing entity is determined by deducting from the appraised market value of all industrial realty improvements of a property owner the amount of any applicable abatements granted for that Tax Year.

Calculation of Value Potentially Eligible for Abatement

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

1. The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount determine the project value subject to abatement.
2. The Base Year Value is subtracted from the current Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement to the extent that it does not exceed the project value subject to abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

Calculation of Abated Value

Each project that remains potentially eligible for abatement is then tested for each taxing entity granting the abatement on an individual basis in chronological order based on the date the contract was executed.

1. For the project being tested, the Base year Value plus the value potentially eligible for abatement for all other projects is subtracted from the Current Market Value. If the difference is greater than zero (0), then the remaining value is the value of the project to be abated to the extent that it does not exceed the project value subject to abatement for that year. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

If a subsequent project being tested is determined to be ineligible for the full value potentially eligible for abatement calculated previously after performing the calculation stated above, then the test process must be redone for all prior projects using the actual value subject to abatement for the subsequent project to determine if there is any effect on the abatement for each project and each taxing entity for that Tax Year.

Attachment B

Certificate of Account Status



Franchise Tax Account Status

As of: 08/27/2013 10:57:24 AM

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

| SUNOCO PARTNERS NGL FACILITIES LLC | |
|-------------------------------------|---|
| Texas Taxpayer Number | 32050510737 |
| Mailing Address | 1735 MARKET ST STE LL
PHILADELPHIA, PA 19103-7583 |
| Right to Transact Business in Texas | ACTIVE |
| State of Formation | DE |
| Effective SOS Registration Date | 03/22/2013 |
| Texas SOS File Number | 0801755109 |
| Registered Agent Name | C T CORPORATION SYSTEM |
| Registered Office Street Address | 350 NORTH ST. PAUL ST., STE. 2900
DALLAS, TX 75201 |

Attachment C

State Comptroller's Recommendation

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



August 1, 2013

Robert Madding
Superintendent
Nederland Independent School District
220 17th St.
Nederland, Texas 77627

Dear Superintendent Madding:

On May 3, 2013, the Comptroller received the completed application (Application # 279) for a limitation on appraised value under the provisions of Tax Code Chapter 313¹. This application was originally submitted in March 2013 to the Nederland Independent School District (the school district) by Sunoco Partners NGL Facilities LLC (the applicant). This letter presents the results of the Comptroller's review of the application:

- 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 make a recommendation to the governing body of the school district as to whether the application should be approved or disapproved using the criteria set out by Section 313.026.

The school district is currently classified as a rural school district in Category I according to the provisions of Chapter 313. Therefore, the applicant properly applied under the provisions of Subchapter C, applicable to rural school districts. The amount of proposed qualified investment (\$310 million) is consistent with the proposed appraised value limitation sought (\$30 million). The property value limitation amount noted in this recommendation is based on property values available at the time of application and may change prior to the execution of any final agreement.

The applicant is an active franchise taxpayer in good standing, as required by Section 313.024(a), and is proposing the construction of a manufacturing facility in Jefferson County, an eligible property use under Section 313.024(b). The Comptroller has determined that the property, as described in the application, meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

After reviewing the application using the criteria listed in Section 313.026, and the information provided by the applicant, the Comptroller's recommendation is that this application under Tax Code Chapter 313 be approved.

Our review of the application assumes the truth and accuracy of the statements in the application and that, if the application is approved, the applicant would perform according to the provisions of the agreement reached with the school district. Our recommendation does not address whether the applicant has complied with all Chapter 313 requirements; the school district is responsible for verifying that all requirements of the statute have been fulfilled. Additionally, Section 313.025 requires the school district to only approve an application if the school district finds that the information in the application is true and correct, finds that the applicant is eligible for a limitation and determines that granting the application is

¹ All statutory references are to the Texas Tax Code, unless otherwise noted.

in the best interest of the school district and this state. As stated above, the Comptroller's recommendation is prepared by generally reviewing the application and supporting documentation in light of the Section 313.026 criteria.

Note that any new building or other improvement existing as of the application review start date of May 3, 2013, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2).

The Comptroller's recommendation is based on the application submitted by the school district and reviewed by the Comptroller. The recommendation may not be used by the school district to support its approval of the property value limitation agreement if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this recommendation is contingent on future compliance with the Chapter 313 and Texas Administrative Code, with particular reference to the following requirements related to the execution of the agreement:

- 1) The applicant must provide the Comptroller a copy of the proposed limitation on appraised value agreement no later than ten (10) days prior to the meeting scheduled by the school district to consider approving the agreement, so that the Comptroller may review it for compliance with the statutes and the Comptroller's rules as well as consistency with the application;
- 2) The limitation agreement must contain provisions that require:
 - a. the applicant to provide sufficient information to the Central Appraisal District (CAD) to distinguish between and separately appraise qualified property (as defined by 313.021(2)) from any property that is not qualified;
 - b. the school district to confirm with the CAD that the applicant has provided such information; and
 - c. that the Comptroller is provided with the CAD approved information no later than the first annual reporting period following the execution of the agreement;
- 3) The Comptroller must confirm that it received and reviewed the draft agreement and affirm the recommendation made in this letter;
- 4) The school district must approve and execute a limitation agreement that has been reviewed by the Comptroller within a year from the date of this letter; and
- 5) The school district must provide a copy of the signed limitation agreement to the Comptroller within seven (7) days after execution, as required by Section 313.025.

Should you have any questions, please contact Robert Wood, director of Economic Development & Analysis Division, by email at robert.wood@cpa.state.tx.us or by phone at 1-800-531-5441, ext. 3-3973, or direct in Austin at 512-463-3973.

Sincerely,



Martin A. Hubert
Deputy Comptroller

Enclosure

cc: Robert Wood

Attachment D

Economic Analysis

Economic Impact for Chapter 313 Project

| | |
|---|------------------------------------|
| Applicant | Sunoco Partners NGL Facilities LLC |
| Tax Code, 313.024 Eligibility Category | Manufacturing |
| School District | Nederland ISD |
| 2011-12 Enrollment in School District | 5,005 |
| County | Jefferson |
| Total Investment in District | \$310,100,000 |
| Qualified Investment | \$310,100,000 |
| Limitation Amount | \$30,000,000 |
| Number of total jobs committed to by applicant | 16 |
| Number of qualifying jobs committed to by applicant | 16 |
| Average Weekly Wage of Qualifying Jobs committed to by applicant | \$1,595 |
| Minimum Weekly Wage Required Tax Code, 313.051(b) | \$1,242 |
| Minimum Annual Wage committed to by applicant for qualified jobs | \$82,965 |
| Investment per Qualifying Job | \$19,381,250 |
| Estimated 15 year M&O levy without any limit or credit: | \$28,877,612 |
| Estimated gross 15 year M&O tax benefit | \$18,036,137 |
| Estimated 15 year M&O tax benefit (<i>after</i> deductions for estimated school district revenue protection--but not including any deduction for supplemental payments or extraordinary educational expenses): | \$15,586,112 |
| Tax Credits (estimated - part of total tax benefit in the two lines above - appropriated through Foundation School Program) | \$2,507,440 |
| Net M&O Tax (15 years) After Limitation, Credits and Revenue Protection: | \$13,291,499 |
| Tax benefit as a percentage of what applicant would have paid without value limitation agreement (percentage exempted) | 54.0% |
| Percentage of tax benefit due to the limitation | 86.1% |
| Percentage of tax benefit due to the credit | 13.9% |

This presents the Comptroller's economic impact evaluation of Sunoco (the project) applying to Nederland Independent School District (the district), as required by Tax Code, 313.026. This evaluation is based on information provided by the applicant and examines the following criteria:

- (1) the recommendations of the comptroller;
- (2) the name of the school district;
- (3) the name of the applicant;
- (4) the general nature of the applicant's investment;
- (5) the relationship between the applicant's industry and the types of qualifying jobs to be created by the applicant to the long-term economic growth plans of this state as described in the strategic plan for economic development submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Government Code, as that section existed before February 1, 1999;
- (6) the relative level of the applicant's investment per qualifying job to be created by the applicant;
- (7) the number of qualifying jobs to be created by the applicant;
- (8) the wages, salaries, and benefits to be offered by the applicant to qualifying job holders;
- (9) the ability of the applicant to locate or relocate in another state or another region of this state;
- (10) the impact the project will have on this state and individual local units of government, including:
 - (A) tax and other revenue gains, direct or indirect, that would be realized during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller; and
 - (B) economic effects of the project, including the impact on jobs and income, during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller;
- (11) the economic condition of the region of the state at the time the person's application is being considered;
- (12) the number of new facilities built or expanded in the region during the two years preceding the date of the application that were eligible to apply for a limitation on appraised value under this subchapter;
- (13) the effect of the applicant's proposal, if approved, on the number or size of the school district's instructional facilities, as defined by Section 46.001, Education Code;
- (14) the projected market value of the qualified property of the applicant as determined by the comptroller;
- (15) the proposed limitation on appraised value for the qualified property of the applicant;
- (16) the projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the agreement, if the property does not receive a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment and projected tax rates clearly stated;
- (17) the projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the agreement, if the property receives a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment clearly stated;
- (18) the projected effect on the Foundation School Program of payments to the district for each year of the agreement;
- (19) the projected future tax credits if the applicant also applies for school tax credits under Section 313.103; and
- (20) the total amount of taxes projected to be lost or gained by the district over the life of the agreement computed by subtracting the projected taxes stated in Subdivision (17) from the projected taxes stated in Subdivision (16).

Wages, salaries and benefits [313.026(6-8)]

After construction, the project will create 16 new jobs when fully operational. All 16 jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the South East Texas Regional Planning Commission Region, where Jefferson County is located was \$58,724 in 2011. The annual average manufacturing wage for 2011-2012 for Jefferson County is \$88,348. That same year, the county annual average wage for all industries was \$49,894. In addition to a salary of \$82,965, each qualifying position will receive benefits such as 401(k) savings plan, group health benefit for which Sunoco offers to pay at least 80% of the premiums or other chargers for employee-only coverage, dental and vision plans, pre-tax spending plans for medical, dental and vision plans, disability plan, life insurance plan, vacation and holiday pay. The project's total investment is \$310 million, resulting in a relative level of investment per qualifying job of \$19.4 million.

Ability of applicant to locate to another state and [313.026(9)]

According to Sunoco's application, "Based on strong demand for its products and services, Sunoco Logistics Partners, L.P. presently is evaluating opportunities for investment in new and/or expanded manufacturing and other facilities in Canada and at least two other states, in addition to Texas. The proposed Nederland NGL project is competing against these other proposed projects for the necessary capital investment."

Number of new facilities in region [313.026(12)]

During the past two years, four projects in the South East Texas Regional Planning Commission Region applied for value limitation agreements under Tax Code, Chapter 313.

Relationship of applicant's industry and jobs and Texas's economic growth plans [313.026(5)]

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Sunoco project requires appear to be in line with the focus and themes of the plan. Texas identified manufacturing as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the manufacturing industry.

Economic Impact [313.026(10)(A), (10)(B), (11), (13-20)]

Table 1 depicts Sunoco's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 16 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

Table 1: Estimated Statewide Economic Impact of Investment and Employment in Sunoco

| Year | Employment | | | Personal Income | | |
|------|------------|--------------------|-------|-----------------|--------------------|---------------|
| | Direct | Indirect + Induced | Total | Direct | Indirect + Induced | Total |
| 2014 | 729 | 849 | 1578 | \$43,981,839 | \$57,018,161 | \$101,000,000 |
| 2015 | 16 | 111 | 127 | \$1,425,216 | \$13,574,784 | \$15,000,000 |
| 2016 | 16 | 64 | 80 | \$1,425,216 | \$9,574,784 | \$11,000,000 |
| 2017 | 16 | 56 | 72 | \$1,425,216 | \$8,574,784 | \$10,000,000 |
| 2018 | 16 | 47 | 63 | \$1,425,216 | \$7,574,784 | \$9,000,000 |
| 2019 | 16 | 43 | 59 | \$1,425,216 | \$6,574,784 | \$8,000,000 |
| 2020 | 16 | 47 | 63 | \$1,425,216 | \$6,574,784 | \$8,000,000 |
| 2021 | 16 | 56 | 72 | \$1,425,216 | \$7,574,784 | \$9,000,000 |
| 2022 | 16 | 56 | 72 | \$1,425,216 | \$7,574,784 | \$9,000,000 |
| 2023 | 16 | 64 | 80 | \$1,425,216 | \$8,574,784 | \$10,000,000 |
| 2024 | 16 | 62 | 78 | \$1,425,216 | \$8,574,784 | \$10,000,000 |
| 2025 | 16 | 64 | 80 | \$1,425,216 | \$8,574,784 | \$10,000,000 |
| 2026 | 16 | 64 | 80 | \$1,425,216 | \$9,574,784 | \$11,000,000 |
| 2027 | 16 | 66 | 82 | \$1,425,216 | \$8,574,784 | \$10,000,000 |
| 2028 | 16 | 70 | 86 | \$1,425,216 | \$10,574,784 | \$12,000,000 |

Source: CPA, REMI, Sunoco

The statewide average ad valorem tax base for school districts in Texas was \$1.74 billion in 2011-2012. Nederland ISD's ad valorem tax base in 2011-2012 was \$2.0 billion. The statewide average wealth per WADA was estimated at \$347,943 for fiscal 2011-2012. During that same year, Nederland ISD's estimated wealth per WADA was \$340,685. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Jefferson County, City of Nederland, and Sabine-Neches Navigation District, with all property tax incentives sought being granted using estimated market value from Sunoco's application. Sunoco has applied for both a value limitation under Chapter 313, Tax Code and tax abatements with the county, city, and navigation district. Table 3 illustrates the estimated tax impact of the Sunoco project on the region if all taxes are assessed.

| Year | Estimated Taxable Value for I&S | Estimated Taxable Value for M&O | Tax Rate ¹ | Nederland ISD I&S Levy | Nederland ISD M&O Levy | Nederland ISD M&O and I&S Tax Levies (Before Credit Credited) | Nederland ISD M&O and I&S Tax Levies (After Credit Credited) | Jefferson County Tax Levy | City of Nederland Tax Levy | Sabine Neches Navigation District Tax Levy | Estimated Total Property Taxes |
|------|---------------------------------|---------------------------------|-----------------------|------------------------|------------------------|---|--|---------------------------|----------------------------|--|--------------------------------|
| 2014 | \$0 | \$0 | | 0.0650 | 1.0400 | \$0 | \$0 | 0.3650 | 0.5919 | 0.0279 | \$0 |
| 2015 | \$271,100,000 | \$271,100,000 | | \$176,215 | \$2,819,440 | \$2,995,655 | \$2,995,655 | \$0 | \$0 | \$0 | \$2,995,655 |
| 2016 | \$257,525,000 | \$30,000,000 | | \$167,391 | \$312,000 | \$479,391 | \$479,391 | \$0 | \$0 | \$0 | \$479,391 |
| 2017 | \$244,630,150 | \$30,000,000 | | \$159,010 | \$312,000 | \$471,010 | \$235,505 | \$89,290 | \$0 | \$6,818 | \$331,613 |
| 2018 | \$232,381,345 | \$30,000,000 | | \$151,048 | \$312,000 | \$463,048 | \$231,524 | \$84,819 | \$0 | \$6,476 | \$322,820 |
| 2019 | \$220,746,190 | \$30,000,000 | | \$143,485 | \$312,000 | \$455,485 | \$227,743 | \$161,145 | \$0 | \$12,304 | \$401,192 |
| 2020 | \$209,693,919 | \$30,000,000 | | \$136,301 | \$312,000 | \$448,301 | \$224,151 | \$153,077 | \$0 | \$11,688 | \$388,915 |
| 2021 | \$199,195,309 | \$30,000,000 | | \$129,477 | \$312,000 | \$441,477 | \$220,738 | \$727,063 | \$0 | \$55,516 | \$1,003,317 |
| 2022 | \$189,222,605 | \$30,000,000 | | \$122,995 | \$312,000 | \$434,995 | \$217,497 | \$690,663 | \$0 | \$52,736 | \$960,896 |
| 2023 | \$179,749,441 | \$30,000,000 | | \$116,837 | \$312,000 | \$428,837 | \$214,419 | \$656,085 | \$0 | \$50,096 | \$920,600 |
| 2024 | \$170,750,777 | \$170,750,777 | | \$110,988 | \$1,775,808 | \$1,886,796 | \$950,932 | \$623,240 | \$0 | \$47,588 | \$1,621,761 |
| 2025 | \$162,202,829 | \$162,202,829 | | \$105,432 | \$1,686,909 | \$1,792,341 | \$1,792,341 | \$592,040 | \$960,002 | \$45,206 | \$3,389,590 |
| 2026 | \$154,083,009 | \$154,083,009 | | \$100,154 | \$1,602,463 | \$1,702,617 | \$1,702,617 | \$562,403 | \$911,945 | \$42,943 | \$3,219,908 |
| 2027 | \$146,369,855 | \$146,369,855 | | \$95,140 | \$1,522,246 | \$1,617,387 | \$1,617,387 | \$534,250 | \$866,294 | \$40,793 | \$3,058,725 |
| 2028 | \$139,042,992 | \$139,042,992 | | \$90,378 | \$1,446,047 | \$1,536,425 | \$1,536,425 | \$507,507 | \$822,930 | \$38,751 | \$2,905,613 |
| | | | | | | Total | \$12,646,325 | \$5,381,582 | \$3,561,172 | \$410,917 | \$21,999,996 |

Assumes School Value Limitation and a Tax Abatements with the County, City, and Navigation District.

Source: CPA, Sunoco

¹Tax Rate per \$100 Valuation

| Year | Estimated Taxable Value for I&S | Estimated Taxable Value for M&O | Tax Rate ¹ | Nederland ISD I&S Levy | Nederland ISD M&O Levy | Nederland ISD M&O and I&S Tax Levies | Jefferson County Tax Levy | City of Nederland Tax Levy | Sabine Neches Navigation District Tax Levy | Estimated Total Property Taxes | |
|------|---------------------------------|---------------------------------|-----------------------|------------------------|------------------------|--------------------------------------|---------------------------|----------------------------|--|--------------------------------|---------------------|
| 2014 | \$0 | \$0 | | 0.0650 | 1.0400 | \$0 | 0.3650 | 0.5919 | 0.0279 | \$0 | |
| 2015 | \$271,100,000 | \$271,100,000 | | \$176,215 | \$2,819,440 | \$2,995,655 | \$989,515 | \$1,604,513 | \$75,556 | \$5,665,239 | |
| 2016 | \$257,525,000 | \$257,525,000 | | \$167,391 | \$2,678,260 | \$2,845,651 | \$939,966 | \$1,524,169 | \$71,772 | \$5,381,559 | |
| 2017 | \$244,630,150 | \$244,630,150 | | \$159,010 | \$2,544,154 | \$2,703,163 | \$892,900 | \$1,447,851 | \$68,178 | \$5,112,093 | |
| 2018 | \$232,381,345 | \$232,381,345 | | \$151,048 | \$2,416,766 | \$2,567,814 | \$848,192 | \$1,375,356 | \$64,765 | \$4,856,126 | |
| 2019 | \$220,746,190 | \$220,746,190 | | \$143,485 | \$2,295,760 | \$2,439,245 | \$805,724 | \$1,306,493 | \$61,522 | \$4,612,984 | |
| 2020 | \$209,693,919 | \$209,693,919 | | \$136,301 | \$2,180,817 | \$2,317,118 | \$765,383 | \$1,241,080 | \$58,442 | \$4,382,022 | |
| 2021 | \$199,195,309 | \$199,195,309 | | \$129,477 | \$2,071,631 | \$2,201,108 | \$727,063 | \$1,178,943 | \$55,516 | \$4,162,630 | |
| 2022 | \$189,222,605 | \$189,222,605 | | \$122,995 | \$1,967,915 | \$2,090,910 | \$690,663 | \$1,119,920 | \$52,736 | \$3,954,228 | |
| 2023 | \$179,749,441 | \$179,749,441 | | \$116,837 | \$1,869,394 | \$1,986,231 | \$656,085 | \$1,063,852 | \$50,096 | \$3,756,265 | |
| 2024 | \$170,750,777 | \$170,750,777 | | \$110,988 | \$1,775,808 | \$1,886,796 | \$623,240 | \$1,010,594 | \$47,588 | \$3,568,218 | |
| 2025 | \$162,202,829 | \$162,202,829 | | \$105,432 | \$1,686,909 | \$1,792,341 | \$592,040 | \$960,002 | \$45,206 | \$3,389,590 | |
| 2026 | \$154,083,009 | \$154,083,009 | | \$100,154 | \$1,602,463 | \$1,702,617 | \$562,403 | \$911,945 | \$42,943 | \$3,219,908 | |
| 2027 | \$146,369,855 | \$146,369,855 | | \$95,140 | \$1,522,246 | \$1,617,387 | \$534,250 | \$866,294 | \$40,793 | \$3,058,725 | |
| 2028 | \$139,042,992 | \$139,042,992 | | \$90,378 | \$1,446,047 | \$1,536,425 | \$507,507 | \$822,930 | \$38,751 | \$2,905,613 | |
| | | | | | | Total | \$30,682,462 | \$10,134,931 | \$16,433,943 | \$773,864 | \$58,025,201 |

Source: CPA, Sunoco

¹Tax Rate per \$100 Valuation

Attachment 1 includes schedules A, B, C, and D provided by the applicant in the application. Schedule A shows proposed investment. Schedule B is the projected market value of the qualified property. Schedule C contains employment information, and Schedule D contains tax expenditures and other tax abatement information.

Attachment 2, provided by the district and reviewed by the Texas Education Agency, contains information relating to the financial impact of the proposed project on the finances of the district as well as the tax benefit of the value limitation. "Table 5" in this attachment shows the estimated 15 year M&O tax levy without the value limitation agreement would be \$28,877,612. The estimated gross 15 year M&O tax benefit, or levy loss, is \$18,036,137.

Attachment 3 is an economic overview of Jefferson County.

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.



TEXAS EDUCATION AGENCY

1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • www.tea.state.tx.us

Michael L. Williams
Commissioner

July 26, 2013

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

The Texas Education Agency (TEA) has analyzed the revenue gains that would be realized by the proposed Sunoco Partners NGL Facilities LLC (Sunoco Logistics) project for the Nederland Independent School District (NISD). Projections prepared by the TEA State Funding Division confirm the analysis that was prepared by Moak, Casey and Associates and provided to us by your division. We believe the firm's assumptions regarding the potential revenue gain are valid, and its estimates of the impact of the Sunoco Logistics project on NISD are correct.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information regarding this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Al McKenzie", is written over a horizontal line.

Al McKenzie, Manager
Foundation School Program Support

AM/rk



TEXAS EDUCATION AGENCY

1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • www.tea.state.tx.us

Michael L. Williams
Commissioner

July 26, 2013

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed Sunoco Partners NGL Facilities LLC (Sunoco Logistics) project on the number and size of school facilities in Nederland Independent School District (NISD). Based on the analysis prepared by Moak, Casey and Associates for the school district and a conversation with the NISD chief financial officer, Ms. Melissa Wong, the TEA has found that the Sunoco Logistics project would not have a significant impact on the number or size of school facilities in NISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information regarding this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Al McKenzie".

Al McKenzie, Manager
Foundation School Program Support

AM/rk

Jefferson County

Population

- Total county population in 2010 for Jefferson County: 243,933 , up 0.2 percent from 2009. State population increased 1.8 percent in the same time period.
- Jefferson County was the state's 20th largest county in population in 2010 and the 181st fastest growing county from 2009 to 2010.
- Jefferson County's population in 2009 was 46.6 percent Anglo (below the state average of 46.7 percent), 34.1 percent African-American (above the state average of 11.3 percent) and 15.2 percent Hispanic (below the state average of 36.9 percent).
- 2009 population of the largest cities and places in Jefferson County:

| | | | |
|-----------------|---------|--------------|--------|
| Beaumont: | 110,110 | Port Arthur: | 56,694 |
| Nederland: | 16,053 | Groves: | 14,299 |
| Port Neches: | 12,525 | Bevil Oaks: | 1,204 |
| China: | 1,023 | Nome: | 477 |
| Taylor Landing: | 211 | | |

Economy and Income

Employment

- September 2011 total employment in Jefferson County: 105,661 , up 0.6 percent from September 2010. State total employment increased 0.9 percent during the same period.
(October 2011 employment data will be available November 18, 2011).
- September 2011 Jefferson County unemployment rate: 11.9 percent, up from 10.9 percent in September 2010. The statewide unemployment rate for September 2011 was 8.5 percent, up from 8.2 percent in September 2010.
- September 2011 unemployment rate in the city of:

| | |
|--------------|---|
| Beaumont: | 11.1 percent, up from 9.6 percent in September 2010. |
| Port Arthur: | 14.9 percent, up from 14.4 percent in September 2010. |

(Note: County and state unemployment rates are adjusted for seasonal fluctuations, but the Texas Workforce Commission city unemployment rates are not. Seasonally-adjusted unemployment rates are not comparable with unadjusted rates).

Income

- Jefferson County's ranking in per capita personal income in 2009: 59th with an average per capita income of \$37,139, up 0.1 percent from 2008. Statewide average per capita personal income was \$38,609 in 2009, down 3.1 percent from 2008.

Industry

- Agricultural cash values in Jefferson County averaged \$44.36 million annually from 2007 to 2010. County total agricultural values in 2010 were up 16.0 percent from 2009. Major agriculture related commodities in Jefferson County during 2010 included:
 - Aquaculture • Nursery • Hay • Rice • Other Beef
- 2011 oil and gas production in Jefferson County: 568,759.0 barrels of oil and 38.6 million Mcf of gas. In September 2011, there were 175 producing oil wells and 145 producing gas wells.

Taxes

Sales Tax - Taxable Sales

(County and city taxable sales data for 1st quarter 2011 is currently targeted for release in mid-September 2011).

Quarterly (September 2010 through December 2010)

- Taxable sales in Jefferson County during the fourth quarter 2010: \$840.90 million, up 7.2 percent from the same quarter in 2009.
- Taxable sales during the fourth quarter 2010 in the city of:

| | |
|--------------|--|
| Beaumont: | \$561.42 million, up 6.5 percent from the same quarter in 2009. |
| Port Arthur: | \$161.68 million, up 6.1 percent from the same quarter in 2009. |
| Nederland: | \$36.71 million, down 9.8 percent from the same quarter in 2009. |
| Groves: | \$18.33 million, up 3.2 percent from the same quarter in 2009. |
| Port Neches: | \$10.90 million, up 7.2 percent from the same quarter in 2009. |
| Bevil Oaks: | \$328,690.00, up 28.6 percent from the same quarter in 2009. |
| China: | \$476,378.00, up 11.0 percent from the same quarter in 2009. |
| Nome: | \$589,066.00, down 41.1 percent from the same quarter in 2009. |

Taxable Sales through the end of 4th quarter 2010 (January 2010 through December 30, 2010)

- Taxable sales in Jefferson County through the fourth quarter of 2010: \$3.07 billion, down 3.6 percent from the same period in 2009.
- Taxable sales through the fourth quarter of 2010 in the city of:

| | |
|--------------|--|
| Beaumont: | \$2.05 billion, down 3.0 percent from the same period in 2009. |
| Port Arthur: | \$576.60 million, down 4.2 percent from the same period in 2009. |

| | |
|--------------|--|
| Nederland: | \$151.56 million, down 8.1 percent from the same period in 2009. |
| Groves: | \$73.47 million, down 2.4 percent from the same period in 2009. |
| Port Neches: | \$42.85 million, down 2.4 percent from the same period in 2009. |
| Bevil Oaks: | \$982,394.00, up 10.1 percent from the same period in 2009. |
| China: | \$1.63 million, up 0.1 percent from the same period in 2009. |
| Nome: | \$2.40 million, down 31.3 percent from the same period in 2009. |

Annual (2010)

- Taxable sales in Jefferson County during 2010: \$3.07 billion, down 3.6 percent from 2009.
- Jefferson County sent an estimated \$191.61 million (or 1.12 percent of Texas' taxable sales) in state sales taxes to the state treasury in 2010.
- Taxable sales during 2010 in the city of:

| | |
|--------------|---|
| Beaumont: | \$2.05 billion, down 3.0 percent from 2009. |
| Port Arthur: | \$576.60 million, down 4.2 percent from 2009. |
| Nederland: | \$151.56 million, down 8.1 percent from 2009. |
| Groves: | \$73.47 million, down 2.4 percent from 2009. |
| Port Neches: | \$42.85 million, down 2.4 percent from 2009. |
| Bevil Oaks: | \$982,394.00, up 10.1 percent from 2009. |
| China: | \$1.63 million, up 0.1 percent from 2009. |
| Nome: | \$2.40 million, down 31.3 percent from 2009. |

Sales Tax – Local Sales Tax Allocations

(The release date for sales tax allocations to cities for the sales activity month of September 2011 is currently scheduled for November 9, 2011.)

Monthly

- Statewide payments based on the sales activity month of August 2011: \$505.22 million, up 13.9 percent from August 2010.
- Payments to all cities in Jefferson County based on the sales activity month of August 2011: \$4.92 million, up 28.6 percent from August 2010.
- Payment based on the sales activity month of August 2011 to the city of:

| | |
|--------------|---|
| Beaumont: | \$2.86 million, up 14.7 percent from August 2010. |
| Port Arthur: | \$1.52 million, up 75.1 percent from August 2010. |
| Nederland: | \$328,832.49, up 25.1 percent from August 2010. |
| Groves: | \$120,684.08, up 6.6 percent from August 2010. |
| Port Neches: | \$85,567.84, up 3.5 percent from August 2010. |
| Bevil Oaks: | \$1,447.39, down 20.4 percent from August 2010. |
| China: | \$3,609.75, down 4.3 percent from August 2010. |
| Nome: | \$4,512.68, down 4.5 percent from August 2010. |

Fiscal Year

- Statewide payments based on sales activity months from September 2010 through August 2011: \$6.08 billion, up 8.0 percent from the same period in 2010.
- Payments to all cities in Jefferson County based on sales activity months from September 2010 through August 2011: \$53.88 million, up 4.8 percent from fiscal 2010.
- Payments based on sales activity months from September 2010 through August 2011 to the city of:

| | |
|--------------|---|
| Beaumont: | \$34.13 million, up 3.7 percent from fiscal 2010. |
| Port Arthur: | \$13.08 million, up 8.4 percent from fiscal 2010. |
| Nederland: | \$3.62 million, up 3.9 percent from fiscal 2010. |
| Groves: | \$1.66 million, up 1.3 percent from fiscal 2010. |
| Port Neches: | \$1.25 million, up 6.6 percent from fiscal 2010. |
| Bevil Oaks: | \$21,324.67, up 29.3 percent from fiscal 2010. |
| China: | \$59,742.82, down 12.9 percent from fiscal 2010. |
| Nome: | \$53,336.94, down 3.9 percent from fiscal 2010. |

January 2011 through August 2011 (Sales Activity Year-To-Date)

- Statewide payments based on sales activity months through August 2011: \$3.99 billion, up 8.3 percent from the same period in 2010.
- Payments to all cities in Jefferson County based on sales activity months through August 2011: \$34.25 million, up 3.4 percent from the same period in 2010.

■ Payments based on sales activity months through August 2011 to the city of:

| | |
|--------------|---|
| Beaumont: | \$21.39 million, down 0.5 percent from the same period in 2010. |
| Port Arthur: | \$8.55 million, up 13.4 percent from the same period in 2010. |
| Nederland: | \$2.40 million, up 7.2 percent from the same period in 2010. |
| Groves: | \$1.05 million, unchanged 0.0 percent from the same period in 2010. |
| Port Neches: | \$777,953.02, up 6.8 percent from the same period in 2010. |
| Bevil Oaks: | \$13,829.51, up 28.9 percent from the same period in 2010. |
| China: | \$36,072.52, down 15.9 percent from the same period in 2010. |
| Nome: | \$34,192.72, down 5.8 percent from the same period in 2010. |

12 months ending in August 2011

■ Statewide payments based on sales activity in the 12 months ending in August 2011: \$6.08 billion, up 8.0 percent from the previous 12-month period.

■ Payments to all cities in Jefferson County based on sales activity in the 12 months ending in August 2011: \$53.88 million, up 4.8 percent from the previous 12-month period.

■ Payments based on sales activity in the 12 months ending in August 2011 to the city of:

| | |
|--------------|--|
| Beaumont: | \$34.13 million, up 3.7 percent from the previous 12-month period. |
| Port Arthur: | \$13.08 million, up 8.4 percent from the previous 12-month period. |
| Nederland: | \$3.62 million, up 3.9 percent from the previous 12-month period. |
| Groves: | \$1.66 million, up 1.3 percent from the previous 12-month period. |
| Port Neches: | \$1.25 million, up 6.6 percent from the previous 12-month period. |
| Bevil Oaks: | \$21,324.67, up 29.3 percent from the previous 12-month period. |
| China: | \$59,742.82, down 12.9 percent from the previous 12-month period. |
| Nome: | \$53,336.94, down 3.9 percent from the previous 12-month period. |

■ *City Calendar Year-To-Date (RJ 2011)*

■ Payment to the cities from January 2011 through October 2011:

| | |
|--------------|--|
| Beaumont: | \$28.00 million, up 2.7 percent from the same period in 2010. |
| Port Arthur: | \$10.95 million, up 11.8 percent from the same period in 2010. |
| Nederland: | \$3.01 million, up 5.2 percent from the same period in 2010. |
| Groves: | \$1.35 million, down 0.4 percent from the same period in 2010. |
| Port Neches: | \$1.00 million, up 4.9 percent from the same period in 2010. |
| Bevil Oaks: | \$17,539.35, up 24.4 percent from the same period in 2010. |
| China: | \$49,163.51, down 12.1 percent from the same period in 2010. |
| Nome: | \$43,857.48, down 8.6 percent from the same period in 2010. |

Annual (2010)

■ Statewide payments based on sales activity months in 2010: \$5.77 billion, up 3.3 percent from 2009.

■ Payments to all cities in Jefferson County based on sales activity months in 2010: \$52.76 million, down 5.8 percent from 2009.

■ Payment based on sales activity months in 2010 to the city of:

| | |
|--------------|---|
| Beaumont: | \$34.24 million, down 4.0 percent from 2009. |
| Port Arthur: | \$12.06 million, down 11.1 percent from 2009. |
| Nederland: | \$3.46 million, down 5.1 percent from 2009. |
| Groves: | \$1.66 million, down 5.1 percent from 2009. |
| Port Neches: | \$1.20 million, down 3.8 percent from 2009. |
| Bevil Oaks: | \$18,225.09, up 24.3 percent from 2009. |
| China: | \$66,583.42, down 18.2 percent from 2009. |
| Nome: | \$55,457.98, up 10.2 percent from 2009. |

Property Tax

■ As of January 2009, property values in Jefferson County: \$25.13 billion, down 3.8 percent from January 2008 values. The property tax base per person in Jefferson County is \$103,315, above the statewide average of \$85,809. About 2.8 percent of the property tax base is derived from oil, gas and minerals.

State Expenditures

■ Jefferson County's ranking in state expenditures by county in fiscal year 2010: 17th. State expenditures in the county for FY2010: \$1.14 billion, up 0.3 percent from FY2009.

- In Jefferson County, 31 state agencies provide a total of 4,852 jobs and \$52.56 million in annualized wages (as of 1st quarter 2011).
- Major state agencies in the county (as of first quarter 2011):
 - Lamar University
 - Lamar Institute of Technology
 - Lamar University
 - Department of Criminal Justice
 - Texas Youth Commission

Higher Education

- Community colleges in Jefferson County fall 2010 enrollment:
 - None.
- Jefferson County is in the service area of the following:
 - Galveston College with a fall 2010 enrollment of 2,318 . Counties in the service area include:
 - Chambers County
 - Galveston County
 - Jefferson County
- Institutions of higher education in Jefferson County fall 2010 enrollment:
 - Lamar University, a Public University (part of Texas State University System), had 13,969 students.
 - Lamar State College-Port Arthur, a Public State College (part of Texas State University System), had 2,374 students.
 - Lamar Institute of Technology, a Public State College (part of Texas State University System), had 3,243 students.

School Districts

- Jefferson County had 6 school districts with 69 schools and 40,215 students in the 2009-10 school year.
(Statewide, the average teacher salary in school year 2009-10 was \$48,263. The percentage of students, statewide, meeting the 2010 TAKS passing standard for all 2009-10 TAKS tests was 77 percent.)
 - Beaumont ISD had 19,505 students in the 2009-10 school year. The average teacher salary was \$47,118. The percentage of students meeting the 2010 TAKS passing standard for all tests was 76 percent.
 - Hamshire-Fannett ISD had 1,752 students in the 2009-10 school year. The average teacher salary was \$41,481. The percentage of students meeting the 2010 TAKS passing standard for all tests was 86 percent.
 - Nederland ISD had 5,022 students in the 2009-10 school year. The average teacher salary was \$47,598. The percentage of students meeting the 2010 TAKS passing standard for all tests was 81 percent.
 - Port Arthur ISD had 9,047 students in the 2009-10 school year. The average teacher salary was \$45,029. The percentage of students meeting the 2010 TAKS passing standard for all tests was 58 percent.
 - Port Neches-Groves ISD had 4,586 students in the 2009-10 school year. The average teacher salary was \$47,318. The percentage of students meeting the 2010 TAKS passing standard for all tests was 81 percent.
 - Sabine Pass ISD had 303 students in the 2009-10 school year. The average teacher salary was \$47,538. The percentage of students meeting the 2010 TAKS passing standard for all tests was 90 percent.

Attachment E

Summary of Financial Impact

**REVISED SUMMARY OF THE FINANCIAL IMPACT OF THE
PROPOSED SUNOCO PARTNERS NGL FACILITIES LLC PROJECT
ON THE FINANCES OF THE NEDERLAND INDEPENDENT SCHOOL
DISTRICT UNDER A REQUESTED CHAPTER 313 PROPERTY
VALUE LIMITATION**

July 15, 2013

Final Report (Revised)

PREPARED BY



Revised Summary of the Financial Impact of the Proposed Sunoco Partners NGL Facilities LLC Project on the Finances of the Nederland Independent School District Under a Requested Chapter 313 Property Value Limitation

Introduction

Sunoco Partners NGL Facilities LLC (Sunoco Logistics) has requested that the Nederland ISD Independent School District (NISD) 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 NISD on March 25, 2013, Sunoco Logistics proposes to invest \$320 million to construct a new natural gas liquids manufacturing project in NISD. The original application was amended on July 12, 2013. This revised report reflects several changes made in Schedule B that is included in the amended application.

The Sunoco Logistics 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, NISD may offer a minimum value limitation of \$30 million. The provisions of Chapter 313 call for the project to be fully taxable in the 2014-15 and 2015-16 school years. Beginning with the 2016-17 school year, the project would go on the local tax roll at \$30 million and remain at that level of taxable value for eight years for maintenance and operations (M&O) taxes.

The full taxable value of the project would be assessed for debt service taxes on voter-approved bond issues throughout the limitation period, with NISD currently levying a \$0.065 per \$100 I&S tax rate. The taxable value of the investment is expected to reach \$271 million in the 2015-16 school year, representing an approximate 12.4 percent increase in the District's base taxable value for I&S purposes. After its peak value year, depreciation is expected to reduce the taxable value of the project over the course of the value limitation agreement and beyond.

In the case of the Sunoco Logistics project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. Under current law, NISD would experience a revenue loss of \$2.45 million as a result of the implementation of the value limitation in the 2016-17 school year. No out-year revenue losses are anticipated.

Under the assumptions outlined below, the potential tax benefits under a Chapter 313 agreement could reach an estimated \$15.6 million over the course of the agreement. This amount is net of any anticipated revenue losses for the District.

School Finance Mechanics

Under the current school finance system, the property values established by the Comptroller's Office that are used to calculate state aid and recapture lag by one year, a practical consequence of the fact that the Comptroller's Office needs this time to conduct its property value study and the planned audits of appraisal district operations in alternating years. A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 3-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation periods (and thereafter). The school funding formulas use the Comptroller's property values that reflect a reduction due to the property value limitation in years 4-11 of the agreement as a result of the one-year lag in property values.

The third year is often problematical financially for a school district that approves a Chapter 313 value limitation. The implementation of the value limitation often results in a revenue loss to the school district in the third year of the agreement that would not be reimbursed by the state, but require some type of compensation from the applicant under the revenue protection provisions of the agreement. In years 4-10, smaller revenue losses would be anticipated 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.

Under the HB 1 system adopted in 2006, most school districts received additional state aid for tax reduction (ASATR) that was used to maintain their target revenue amounts established at the revenue levels under old law for the 2005-06 or 2006-07 school years, whichever was highest. In terms of new Chapter 313 property value limitation agreements, adjustments to ASATR funding often moderated the impact of the reduced M&O collections as a result of the limitation, in contrast with the earlier formula-driven finance system.

House Bill 3646 as enacted in 2009 created more "formula" school districts that were less dependent on ASATR state aid than had been the case previously. The formula reductions enacted during the First Called Session in 2011 made \$4 billion in reductions to the existing school funding formulas for the 2011-12 and 2012-13 school years. For the 2011-12 school year, across-the-board reductions were made that reduced each district's students in weighted average daily attendance (WADA) count and resulted in an estimated 781 school districts still receiving ASATR to maintain their target revenue funding levels, while an estimated 243 districts operated directly on the state formulas. For the 2012-13 school year, the changes called for smaller across-the-board reductions and funding ASATR-receiving target revenue districts at 92.35 percent of the level provided for under the existing funding formula, with 689 districts operating on formula and 335 districts still receiving ASATR funding.

Senate Bill 1 and House Bill 1025 as passed by the 83rd Legislature made significant increases to the basic allotment and other formula changes by appropriation. The ASATR reduction percentage is increased slightly to 92.63 percent, while the basic allotment is increased by \$325 and \$365, respectively, for the 2013-14 and 2014-15 school years. A slight increase in the guaranteed yield for the six cents above compressed—known as the Austin yield—is also included. With the basic allotment increase, it is estimated that approximately 300 school districts will still receive ASATR in the 2013-14 school year and 273 districts would do so in the 2014-15

school year. Current state policy calls for ASATR funding to be eliminated by the 2017-18 school year.

In the case of NISD, it is classified as a formula school district and has not received ASATR funds in recent years. The District's target revenue is \$4,827 per WADA at its compressed tax rate of \$0.98 per \$100, about \$400 less than the state average, generating little need for hold-harmless funds as a result. Based on the estimates presented below, BISD is not expected to receive future ASATR funds with or without the value limitation in place.

One concern in projecting into the future is that the underlying state statutes in the Education Code were not changed in order to provide these funding increases. All of the major formula changes were made by appropriation, which gives them only a two-year lifespan unless renewed in the 2015 legislative session. Despite this uncertainty, it is assumed that these changes will remain in effect for the forecast period for the purpose of these estimates, assuming a continued legislative commitment to these funding levels in future years.

A key element in any analysis of the school finance implications is the provision for revenue protection in the agreement between the school district and the applicant. In the case of the Sunoco Logistics project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 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.

Underlying Assumptions

There are several approaches that can be used to analyze the future revenue stream of a school district under a value limitation. Whatever method is used, a reasonable analysis requires the use of a multi-year forecasting model that covers the years in which the agreement is in effect. The Chapter 313 application now requires 15 years of data and analysis on the project being considered for a property value limitation.

The general approach used here is to maintain static enrollment and property values in order to isolate the effects of the value limitation under the school finance system. The SB 1 and HB 1025 basic allotment increases are reflected in the underlying models. With regard to ASATR funding, the 92.63 percent reduction enacted for the 2013-14 school year and is maintained until the 2017-18 school year. A statement of legislative intent was adopted in 2011 to no longer fund target revenue by the 2017-18 school year, so that change is reflected in the estimates presented below. The projected taxable values of the Sunoco Logistics project are also factored into the base model used here in order to simulate the financial impact of constructing the project in the absence of a value limitation agreement. The impact of the limitation value for the proposed Sunoco Logistics project is isolated separately and the focus of this analysis.

Student enrollment counts are held constant at 4,746 students in average daily attendance (ADA) in analyzing the effects of the Sunoco Logistics project on the finances of NISD. The District's local tax base reached \$2.1 billion for the 2012 tax year and is maintained at that level for the forecast period in order to isolate the effects of the property value limitation. An M&O tax rate of \$1.04 per \$100 is used throughout this analysis. NISD has estimated state property wealth per weighted ADA or WADA of approximately \$341,367 for the 2013-14 school year. The

enrollment and property value assumptions for the 15 years that are the subject of this analysis are summarized in Table 1.

School Finance Impact

School finance models were prepared for NISD under the assumptions outlined above through the 2028-29 school year. Beyond the 2014-15 school year, no attempt was made to forecast the 88th percentile or Austin yield that influence future state funding beyond the projected level for that school year. In the analyses for other districts and applicants on earlier projects, these changes appeared to have little impact on the revenue associated with the implementation of the property value limitation, since the baseline and other models incorporate the same underlying assumptions.

Under the proposed agreement, a model is established to make a calculation of the “Baseline Revenue” by adding the value of the proposed Sunoco Logistics facility to the model, but without assuming that a value limitation is approved. The results of this model are shown in Table 2.

A second model is developed which adds the Sunoco Logistics value but imposes the proposed property value limitation effective in the third year, which in this case is the 2016-17 school year. The results of this model are identified as “Value Limitation Revenue Model” under the revenue protection provisions of the proposed agreement (see Table 3). A summary of the differences between these models is shown in Table 4.

Under these assumptions, NISD would experience a revenue loss of \$2.45 million as a result of the implementation of the \$30 million value limitation in the 2016-17 school year. The revenue reduction results from the mechanics of the up to six cents beyond the compressed M&O tax rate equalized to the Austin yield or not subject to recapture, which reflect the one-year lag in value associated with the state property value study. While Sunoco Logistics is expected to receive \$2.37 million in M&O tax savings when the \$30 million limitation takes effect, there are no state formula changes offsetting this reduction until the 2017-18 school year. In addition to the reduction in M&O taxes, NISD would also see an \$83,765 reduction in Tier II state aid in the initial year the limitation takes effect.

The Comptroller’s state property value study has a significant influence on these calculations, beginning in the 2017-18 school year. At the school-district level, a taxpayer benefiting from a property value limitation has two property values assigned by the local appraisal district for their property covered by the limitation: (1) a reduced value for M&O taxes, and (2) the full taxable value for I&S taxes. Two state property value determinations are also made for school districts granting Chapter 313 agreements, consistent with local practice, but reflecting the one-year lag. A consolidated single state property value had been provided previously.

Impact on the Taxpayer

Table 5 summarizes the impact of the proposed property value limitation in terms of the potential tax savings under the property value limitation agreement. The focus of this table is on the M&O tax rate only. As noted previously, the property is fully taxable in the first two years under the agreement. A \$1.04 per \$100 of taxable value M&O rate is assumed in 2012-13 and thereafter.

Under the assumptions used here, the potential tax savings from the value limitation total \$15.5 million over the life of the agreement. In addition, Sunoco Logistics would be eligible for a tax credit for M&O taxes paid on value in excess of the value limitation in each of the first two

qualifying years. The credit amount is paid out slowly through years 4-10 due to statutory limits on the scale of these payments over these seven years, with catch-up payments permitted in years 11-13. The tax credits are expected to total approximately \$2.5 million over the life of the agreement, with no unpaid tax credits anticipated. The school district is to be reimbursed by the Texas Education Agency for the cost of these credits.

The key NISD revenue losses are expected to total approximately \$2.45 million over the course of the agreement. In total, the potential net tax benefits (inclusive of tax credits but after hold-harmless payments are made) are estimated to reach \$15.6 million over the life of the agreement.

Facilities Funding Impact

The Sunoco Logistics project remains fully taxable for debt services taxes, with NISD currently levying a \$0.065 per \$100 I&S tax rate. The value of the Sunoco Logistics project is expected to depreciate over the life of the agreement and beyond, but full access to the additional value is expected to increase the District's projected I&S tax base by 12.4 percent in the project's peak value year.

The Sunoco Logistics project is not expected to affect NISD in terms of enrollment. When the project begins operation, 16 new full-time positions are assumed, based on the information application. 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.

Conclusion

The proposed Sunoco Logistics natural gas liquids manufacturing project enhances the tax base of NISD. It reflects continued capital investment in keeping with the goals of Chapter 313 of the Tax Code.

Under the assumptions outlined above, the potential tax savings for the applicant under a Chapter 313 agreement could reach an estimated \$15.6 million. (This amount is net of any anticipated revenue losses for the District.) The additional taxable value also enhances the tax base of NISD in meeting its future debt service obligations.

Table 1 – Base District Information with Sunoco Partners NGL Facilities LLC 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 |
|-------------------|-------------|----------|----------|--------------|--------------|------------------------|---------------------------|-------------------|----------------------|----------------------------------|-------------------------------------|
| Pre-Year 1 | 2013-14 | 4,743.44 | 6,085.81 | \$1.0400 | \$0.0650 | \$2,173,935,621 | \$2,173,935,621 | \$2,077,497,695 | \$2,077,497,695 | \$341,367 | \$341,367 |
| 1 | 2014-15 | 4,742.32 | 6,094.42 | \$1.0400 | \$0.0650 | \$2,173,935,621 | \$2,173,935,621 | \$2,077,497,695 | \$2,077,497,695 | \$340,885 | \$340,885 |
| 2 | 2015-16 | 4,741.21 | 6,059.89 | \$1.0400 | \$0.0650 | \$2,445,035,621 | \$2,445,035,621 | \$2,077,497,695 | \$2,077,497,695 | \$342,828 | \$342,828 |
| 3 | 2016-17 | 4,740.10 | 6,058.60 | \$1.0400 | \$0.0650 | \$2,431,460,621 | \$2,203,935,621 | \$2,348,597,695 | \$2,348,597,695 | \$387,647 | \$387,647 |
| 4 | 2017-18 | 4,738.99 | 6,059.11 | \$1.0400 | \$0.0650 | \$2,418,565,771 | \$2,203,935,621 | \$2,335,022,695 | \$2,107,497,695 | \$385,374 | \$347,823 |
| 5 | 2018-19 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,406,316,966 | \$2,203,935,621 | \$2,322,127,845 | \$2,107,497,695 | \$383,169 | \$347,754 |
| 6 | 2019-20 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,394,681,811 | \$2,203,935,621 | \$2,309,879,040 | \$2,107,497,695 | \$381,148 | \$347,754 |
| 7 | 2020-21 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,383,629,540 | \$2,203,935,621 | \$2,298,243,885 | \$2,107,497,695 | \$379,228 | \$347,754 |
| 8 | 2021-22 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,373,130,930 | \$2,203,935,621 | \$2,287,191,614 | \$2,107,497,695 | \$377,405 | \$347,754 |
| 9 | 2022-23 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,363,158,226 | \$2,203,935,621 | \$2,276,693,004 | \$2,107,497,695 | \$375,672 | \$347,754 |
| 10 | 2023-24 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,353,685,062 | \$2,203,935,621 | \$2,266,720,300 | \$2,107,497,695 | \$374,027 | \$347,754 |
| 11 | 2024-25 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,344,686,398 | \$2,344,686,398 | \$2,257,247,136 | \$2,107,497,695 | \$372,463 | \$347,754 |
| 12 | 2025-26 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,336,138,250 | \$2,336,138,250 | \$2,248,248,472 | \$2,248,248,472 | \$370,979 | \$370,979 |
| 13 | 2026-27 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,328,018,630 | \$2,328,018,630 | \$2,239,700,324 | \$2,239,700,324 | \$369,568 | \$369,568 |
| 14 | 2027-28 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,320,305,476 | \$2,320,305,476 | \$2,231,580,704 | \$2,231,580,704 | \$368,228 | \$368,228 |
| 15 | 2028-29 | 4,737.87 | 6,060.32 | \$1.0400 | \$0.0650 | \$2,312,978,613 | \$2,312,978,613 | \$2,223,867,550 | \$2,223,867,550 | \$366,956 | \$366,956 |

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

Table 2– “Baseline Revenue Model”--Project Value Added with No Value Limitation

| Year of Agreement | School Year | M&O Taxes @ Compressed Rate | State Aid | Additional State Aid-Hold Harmless | Excess Formula Reduction | Recapture Costs | Additional Local M&O Collections | State Aid From Additional M&O Tax Collections | Recapture from the Additional Local Tax Effort | Total General Fund |
|-------------------|-------------|-----------------------------|--------------|------------------------------------|--------------------------|-----------------|----------------------------------|---|--|--------------------|
| Pre-Year 1 | 2013-14 | \$20,209,411 | \$10,889,231 | \$0 | \$0 | \$0 | \$1,236,239 | \$935,535 | \$0 | \$33,270,415 |
| 1 | 2014-15 | \$20,209,411 | \$11,492,885 | \$0 | \$0 | \$0 | \$1,236,239 | \$1,007,148 | \$0 | \$33,945,682 |
| 2 | 2015-16 | \$22,813,185 | \$11,315,281 | \$0 | \$0 | \$0 | \$1,395,515 | \$1,151,462 | \$0 | \$36,675,444 |
| 3 | 2016-17 | \$22,727,402 | \$8,651,619 | \$0 | \$0 | \$0 | \$1,390,268 | \$853,759 | \$0 | \$33,623,047 |
| 4 | 2017-18 | \$22,601,026 | \$8,787,220 | \$0 | \$0 | \$0 | \$1,382,537 | \$862,176 | \$0 | \$33,632,959 |
| 5 | 2018-19 | \$22,480,981 | \$8,919,711 | \$0 | \$0 | \$0 | \$1,375,194 | \$870,442 | \$0 | \$33,646,328 |
| 6 | 2019-20 | \$22,366,951 | \$9,039,756 | \$0 | \$0 | \$0 | \$1,368,218 | \$877,875 | \$0 | \$33,652,800 |
| 7 | 2020-21 | \$22,258,633 | \$9,153,786 | \$0 | \$0 | \$0 | \$1,361,592 | \$884,940 | \$0 | \$33,658,951 |
| 8 | 2021-22 | \$22,155,743 | \$9,262,103 | \$0 | \$0 | \$0 | \$1,355,298 | \$891,655 | \$0 | \$33,664,798 |
| 9 | 2022-23 | \$22,058,006 | \$9,364,995 | \$0 | \$0 | \$0 | \$1,349,320 | \$898,037 | \$0 | \$33,670,357 |
| 10 | 2023-24 | \$21,965,163 | \$9,462,732 | \$0 | \$0 | \$0 | \$1,343,640 | \$904,103 | \$0 | \$33,675,639 |
| 11 | 2024-25 | \$21,849,383 | \$9,555,574 | \$0 | \$0 | \$0 | \$1,336,558 | \$908,721 | \$0 | \$33,650,236 |
| 12 | 2025-26 | \$21,767,283 | \$9,643,765 | \$0 | \$0 | \$0 | \$1,331,536 | \$914,259 | \$0 | \$33,656,843 |
| 13 | 2026-27 | \$21,689,298 | \$9,727,541 | \$0 | \$0 | \$0 | \$1,326,765 | \$919,525 | \$0 | \$33,663,129 |
| 14 | 2027-28 | \$21,615,217 | \$9,807,118 | \$0 | \$0 | \$0 | \$1,322,234 | \$924,529 | \$0 | \$33,669,098 |
| 15 | 2028-29 | \$21,544,847 | \$9,882,710 | \$0 | \$0 | \$0 | \$1,317,929 | \$929,286 | \$0 | \$33,674,772 |

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

| Year of Agreement | School Year | M&O Taxes @ Compressed Rate | State Aid | Additional State Aid-Hold Harmless | Excess Formula Reduction | Recapture Costs | Additional Local M&O Collections | State Aid From Additional M&O Tax Collections | Recapture from the Additional Local Tax Effort | Total General Fund |
|-------------------|-------------|-----------------------------|--------------|------------------------------------|--------------------------|-----------------|----------------------------------|---|--|--------------------|
| Pre-Year 1 | 2013-14 | \$20,209,411 | \$10,889,231 | \$0 | \$0 | \$0 | \$1,236,239 | \$935,535 | \$0 | \$33,270,415 |
| 1 | 2014-15 | \$20,209,411 | \$11,492,885 | \$0 | \$0 | \$0 | \$1,236,239 | \$1,007,148 | \$0 | \$33,945,682 |
| 2 | 2015-16 | \$22,813,185 | \$11,315,281 | \$0 | \$0 | \$0 | \$1,395,515 | \$1,151,462 | \$0 | \$36,675,444 |
| 3 | 2016-17 | \$20,497,545 | \$8,651,619 | \$0 | \$0 | \$0 | \$1,253,864 | \$769,994 | \$0 | \$31,173,022 |
| 4 | 2017-18 | \$20,497,545 | \$11,017,077 | \$0 | \$0 | \$0 | \$1,253,864 | \$1,001,717 | \$0 | \$33,770,204 |
| 5 | 2018-19 | \$20,497,545 | \$11,023,192 | \$0 | \$0 | \$0 | \$1,253,864 | \$1,002,166 | \$0 | \$33,776,768 |
| 6 | 2019-20 | \$20,497,545 | \$11,023,192 | \$0 | \$0 | \$0 | \$1,253,864 | \$1,002,166 | \$0 | \$33,776,768 |
| 7 | 2020-21 | \$20,497,545 | \$11,023,192 | \$0 | \$0 | \$0 | \$1,253,864 | \$1,002,166 | \$0 | \$33,776,768 |
| 8 | 2021-22 | \$20,497,545 | \$11,023,192 | \$0 | \$0 | \$0 | \$1,253,864 | \$1,002,166 | \$0 | \$33,776,768 |
| 9 | 2022-23 | \$20,497,545 | \$11,023,192 | \$0 | \$0 | \$0 | \$1,253,864 | \$1,002,166 | \$0 | \$33,776,768 |
| 10 | 2023-24 | \$20,497,545 | \$11,023,192 | \$0 | \$0 | \$0 | \$1,253,864 | \$1,002,166 | \$0 | \$33,776,768 |
| 11 | 2024-25 | \$21,849,383 | \$11,023,192 | \$0 | \$0 | \$0 | \$1,336,558 | \$1,068,261 | \$0 | \$35,277,394 |
| 12 | 2025-26 | \$21,767,283 | \$9,643,765 | \$0 | \$0 | \$0 | \$1,331,536 | \$914,259 | \$0 | \$33,656,843 |
| 13 | 2026-27 | \$21,689,298 | \$9,727,541 | \$0 | \$0 | \$0 | \$1,326,765 | \$919,525 | \$0 | \$33,663,129 |
| 14 | 2027-28 | \$21,615,217 | \$9,807,118 | \$0 | \$0 | \$0 | \$1,322,234 | \$924,529 | \$0 | \$33,669,098 |
| 15 | 2028-29 | \$21,544,847 | \$9,882,710 | \$0 | \$0 | \$0 | \$1,317,929 | \$929,286 | \$0 | \$33,674,772 |

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 | Excess Formula Reduction | Recapture Costs | Additional Local M&O Collections | State Aid From Additional M&O Tax Collections | Recapture from the Additional Local Tax Effort | Total General Fund |
|-------------------|-------------|-----------------------------|-------------|------------------------------------|--------------------------|-----------------|----------------------------------|---|--|--------------------|
| Pre-Year 1 | 2013-14 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1 | 2014-15 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2 | 2015-16 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 3 | 2016-17 | -\$2,229,856 | \$0 | \$0 | \$0 | \$0 | -\$136,404 | -\$83,765 | \$0 | -\$2,450,025 |
| 4 | 2017-18 | -\$2,103,481 | \$2,229,857 | \$0 | \$0 | \$0 | -\$128,673 | \$139,541 | \$0 | \$137,245 |
| 5 | 2018-19 | -\$1,983,436 | \$2,103,481 | \$0 | \$0 | \$0 | -\$121,330 | \$131,724 | \$0 | \$130,439 |
| 6 | 2019-20 | -\$1,869,406 | \$1,983,436 | \$0 | \$0 | \$0 | -\$114,354 | \$124,292 | \$0 | \$123,967 |
| 7 | 2020-21 | -\$1,761,088 | \$1,869,406 | \$0 | \$0 | \$0 | -\$107,728 | \$117,227 | \$0 | \$117,816 |
| 8 | 2021-22 | -\$1,658,197 | \$1,761,089 | \$0 | \$0 | \$0 | -\$101,434 | \$110,512 | \$0 | \$111,969 |
| 9 | 2022-23 | -\$1,560,460 | \$1,658,197 | \$0 | \$0 | \$0 | -\$95,456 | \$104,129 | \$0 | \$106,411 |
| 10 | 2023-24 | -\$1,467,618 | \$1,560,460 | \$0 | \$0 | \$0 | -\$89,776 | \$98,063 | \$0 | \$101,129 |
| 11 | 2024-25 | \$0 | \$1,467,618 | \$0 | \$0 | \$0 | \$0 | \$159,540 | \$0 | \$1,627,158 |
| 12 | 2025-26 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 13 | 2026-27 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 14 | 2027-28 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 15 | 2028-29 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Table 5 - Estimated Financial Impact of the Sunoco Partners NGL Facilities LLC Project Property Value Limitation Request Submitted to NISD at \$1.04 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 | Tax Credits for First Two Years Above Limit | Tax Benefit to Company Before Revenue Protection | School District Revenue Losses | Estimated Net Tax Benefits |
|-------------------|-------------|---------------|-------------------------|---------------|----------------------|--------------------------|-------------------------|----------------------------------|---|--|--------------------------------|----------------------------|
| Pre-Year 1 | 2013-14 | \$0 | \$0 | \$0 | \$1.040 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1 | 2014-15 | \$0 | \$0 | \$0 | \$1.040 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2 | 2015-16 | \$271,100,000 | \$271,100,000 | \$0 | \$1.040 | \$2,819,440 | \$2,819,440 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 3 | 2016-17 | \$257,525,000 | \$30,000,000 | \$227,525,000 | \$1.040 | \$2,678,260 | \$312,000 | \$2,366,260 | \$0 | \$2,366,260 | -\$2,450,025 | -\$83,765 |
| 4 | 2017-18 | \$244,630,150 | \$30,000,000 | \$214,630,150 | \$1.040 | \$2,544,154 | \$312,000 | \$2,232,154 | \$235,505 | \$2,467,658 | \$0 | \$2,467,658 |
| 5 | 2018-19 | \$232,381,345 | \$30,000,000 | \$202,381,345 | \$1.040 | \$2,416,766 | \$312,000 | \$2,104,766 | \$231,524 | \$2,336,290 | \$0 | \$2,336,290 |
| 6 | 2019-20 | \$220,746,190 | \$30,000,000 | \$190,746,190 | \$1.040 | \$2,295,760 | \$312,000 | \$1,983,760 | \$227,743 | \$2,211,503 | \$0 | \$2,211,503 |
| 7 | 2020-21 | \$209,693,919 | \$30,000,000 | \$179,693,919 | \$1.040 | \$2,180,817 | \$312,000 | \$1,868,817 | \$224,151 | \$2,092,967 | \$0 | \$2,092,967 |
| 8 | 2021-22 | \$199,195,309 | \$30,000,000 | \$169,195,309 | \$1.040 | \$2,071,631 | \$312,000 | \$1,759,631 | \$220,738 | \$1,980,370 | \$0 | \$1,980,370 |
| 9 | 2022-23 | \$189,222,605 | \$30,000,000 | \$159,222,605 | \$1.040 | \$1,967,915 | \$312,000 | \$1,655,915 | \$217,497 | \$1,873,412 | \$0 | \$1,873,412 |
| 10 | 2023-24 | \$179,749,441 | \$30,000,000 | \$149,749,441 | \$1.040 | \$1,869,394 | \$312,000 | \$1,557,394 | \$214,419 | \$1,771,813 | \$0 | \$1,771,813 |
| 11 | 2024-25 | \$170,750,777 | \$170,750,777 | \$0 | \$1.040 | \$1,775,808 | \$1,775,808 | \$0 | \$935,864 | \$935,864 | \$0 | \$935,864 |
| 12 | 2025-26 | \$162,202,629 | \$162,202,629 | \$0 | \$1.040 | \$1,686,907 | \$1,686,907 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 13 | 2026-27 | \$154,083,009 | \$154,083,009 | \$0 | \$1.040 | \$1,602,463 | \$1,602,463 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 14 | 2027-28 | \$146,369,855 | \$146,369,855 | \$0 | \$1.040 | \$1,522,246 | \$1,522,246 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 15 | 2028-29 | \$139,042,992 | \$139,042,992 | \$0 | \$1.040 | \$1,446,047 | \$1,446,047 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | | | | | \$28,877,609 | \$13,348,912 | \$15,528,697 | \$2,507,440 | \$18,036,137 | -\$2,450,025 | \$15,586,112 |

Tax Credit for Value Over Limit in First 2 Years

| | Year 1 | Year 2 | Max Credits |
|-----------------------|--------|--------|-------------|
| Credits Earned | | | \$2,507,440 |
| Credits paid | | | \$2,507,440 |
| Excess Credits Unpaid | | | \$2,507,440 |
| | | | \$0 |

***Note:** School District Revenue-Loss estimates are subject to change based on numerous factors, including legislative and Texas Education Agency administrative changes to school finance formulas, year-to-year appraisals of project values, and changes in school district tax rates. One of the most substantial changes to the school finance formulas related to Chapter 313 revenue-loss projections could be the treatment of Additional State Aid for Tax Reduction (ASATR). Legislative intent is to end ASATR in 2017-18 school year. Additional information on the assumptions used in preparing these estimates is provided in the narrative of this Report.

Attachment F

Taxable Value of Property



Window on State Government

Susan Combs Texas Comptroller of Public Accounts

2012 ISD Summary Worksheet

123/Jefferson

123-905/Nederland ISD

| Category | Local Tax Roll Value | 2012 WTD Mean Ratio | 2012 PTAD Value Estimate | 2012 Value Assigned |
|-----------------------------|----------------------|---------------------|--------------------------|---------------------|
| A. Single-Family Residences | 1,081,122,840 | .9889 | 1,093,258,004 | 1,081,122,840 |
| B. Multi-Family Residences | 86,148,740 | N/A | 86,148,740 | 86,148,740 |
| C. Vacant Lots | 19,478,660 | N/A | 19,478,660 | 19,478,660 |
| D. Rural Real(Taxable) | 7,337,310 | .9986 | 7,347,342 | 7,337,310 |
| F1. Commercial Real | 235,414,990 | .9902 | 237,744,890 | 235,414,990 |
| F2. Industrial Real | 388,971,040 | N/A | 388,971,040 | 388,971,040 |
| G. Oil, Gas, Minerals | 1,497,850 | N/A | 1,497,850 | 1,497,850 |
| J. Utilities | 43,444,650 | N/A | 43,444,650 | 43,444,650 |
| L1. Commercial Personal | 189,123,990 | .9956 | 189,959,813 | 189,123,990 |
| L2. Industrial Personal | 261,933,380 | N/A | 261,933,380 | 261,933,380 |
| M. Other Personal | 6,403,280 | N/A | 6,403,280 | 6,403,280 |
| N. Intangible Pers/Uncert | 0 | N/A | 0 | 0 |
| O. Residential Inventory | 10,827,710 | N/A | 10,827,710 | 10,827,710 |

| | | | | |
|-----------------------|---------------|-----|---------------|---------------------|
| S. Special Inventory | 0 | N/A | 0 | 0 |
| Subtotal | 2,331,704,440 | | 2,347,015,359 | 2,331,704,440 |
| Less Total Deductions | 254,206,745 | | 257,591,514 | 254,206,745 |
| Total Taxable Value | 2,077,497,695 | | 2,089,423,845 | 2,077,497,695
T2 |

| Category D Detail | Local Tax Roll | Ratio | PTAD Value |
|---|----------------|-------|------------|
| Market Value Non-Qualified Acres And Farm/Ranch Imp | 7,268,200 | N/A | 7,268,200 |
| Prod Value Qualified Acres | 69,110 | .8732 | 79,142 |
| Taxable Value | 7,337,310 | | 7,347,342 |

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 |
|---------------|---------------|---------------|---------------|---------------|---------------|
| 2,147,216,898 | 2,077,497,695 | 2,147,216,898 | 2,077,497,695 | 2,101,984,482 | 2,101,984,482 |

| Loss To the Additional \$10,000 Homestead Exemption | 50% of the loss to the Local Optional Percentage Homestead Exemption |
|---|--|
| 69,719,203 | 0 |

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 |
|---------------|---------------|---------------|---------------|---------------|---------------|
| 2,147,216,898 | 2,077,497,695 | 2,147,216,898 | 2,077,497,695 | 2,101,984,482 | 2,101,984,482 |

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 G

Participation Agreement

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

by and between

NEDERLAND INDEPENDENT SCHOOL DISTRICT

and

SUNOCO PARTNERS NGL FACILITIES LLC

(Texas Taxpayer ID # 32050510737)

TEXAS COMPTROLLER APPLICATION NUMBER 279

Dated

September 16, 2013

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

STATE OF TEXAS §

COUNTY OF JEFFERSON §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as the "Agreement," is executed and delivered by and between the **NEDERLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the Texas Education Code, and **SUNOCO PARTNERS NGL FACILITIES LLC**, a Delaware limited liability company (Texas Taxpayer Identification Number 32050510737), hereinafter referred to as the "Applicant." The Applicant and the District are each hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties." Certain capitalized and other terms used in this Agreement shall have the meanings ascribed to them in Section 1.3.

RECITALS

WHEREAS, on March 25, 2013, the Superintendent of Schools of the Nederland Independent School District, acting as agent of the Board of Trustees of the District (the "Board of Trustees"), received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, and on July 12, 2013 submitted supplemental Application materials; and,

WHEREAS, on March 25, 2013, the Board of Trustees authorized the Superintendent to accept, on behalf of the District, the Application from Sunoco Partners NGL Facilities LLC, and on April 8, 2013, the Superintendent acknowledged receipt of the completed Application, and the requisite application fee on behalf of the Superintendent, pursuant to Texas Tax Code §313.025(a)(1) and Local District Policy CCG (Local), and determined the Application to be complete; and,

WHEREAS, the Application was delivered to the office of the Texas Comptroller of Public Accounts (hereinafter referred to as "Comptroller") for review pursuant to Texas Tax Code § 313.025(d); and,

WHEREAS, the Comptroller established May 3, 2013 as the completed Application date; and,

WHEREAS, pursuant to 34 Texas Administrative Code §9.1054, the Application was delivered for review to the Appraisal District established in Jefferson County, Texas (the "Appraisal District"), pursuant to Texas Tax Code §6.01; and,

WHEREAS, the Comptroller, pursuant to Texas Tax Code §313.025(d), reviewed and on August 1, 2013, via letter, recommended that the Application be approved; and,

WHEREAS, the Comptroller conducted an economic impact evaluation pursuant to Chapter 313 of the Texas Tax Code which was presented to the Board of Trustees at the September 16, 2013 public hearing held in connection with the Board of Trustees' consideration of the Application; and,

WHEREAS, the Board of Trustees carefully reviewed the economic impact evaluation pursuant to Texas Tax Code §313.026 and carefully considered the Comptroller's positive recommendation for the project; and,

WHEREAS, on September 16, 2013, 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; and,

WHEREAS, on September 16, 2013, the Board of Trustees made factual findings pursuant to Texas Tax Code §313.025(f), including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) this Agreement is in the best interest of the District and the State of Texas; (iii) the Applicant is eligible for the Limitation on Appraised Value of the Applicant's Qualified Property; (iv) each criterion referenced in Texas Tax Code §313.025(e) has been met; and,

WHEREAS, the Nederland Independent School District qualifies as a rural school district under the provisions of Texas Tax Code §313.051(a)(2); and,

WHEREAS, on September 16, 2013, the Board of Trustees determined that the Tax Limitation Amount requested by the Applicant, and as defined in Sections 1.2 and 1.3, below, is consistent with the minimum values set out by Texas Tax Code, §313.052, as such Tax Limitation Amount was computed as of the date of this Agreement; and,

WHEREAS, on September 16, 2013, the District received written notification, pursuant to 34 Texas Administrative Code § 9.1055(e)(2)(A), that the Comptroller reviewed this Agreement, and reaffirmed the recommendation previously made on August 1, 2013 that the Application be approved; and,

WHEREAS, on September 16, 2013, the Board of Trustees approved the form of this Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the President and Secretary of the Board of Trustees to execute and deliver such Agreement to the Applicant;

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

ARTICLE I

AUTHORITY, TERM, DEFINITIONS, AND GENERAL PROVISIONS

Section 1.1. AUTHORITY

This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Texas Tax Code § 313.027.

Section 1.2. TERM OF THE AGREEMENT

This Agreement shall commence and first become effective on the Commencement Date, as defined in Section 1.3, below. In the event that the Applicant makes a Qualified Investment in the amount defined in Section 2.6 below, between the Commencement Date and the end of the Qualifying Time Period, the Applicant will be entitled to the Tax Limitation Amount defined in Section 1.3 below, for the following Tax Years: 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023. The limitation on the local ad valorem property values for Maintenance and Operations purposes shall commence with the property valuations made as of January 1, 2016, the appraisal date for the third full Tax Year following the Commencement Date.

The period beginning with the Commencement Date of September 16, 2013 and ending on December 31, 2015 will be referred to herein as the "Qualifying Time Period," as that term is defined in Texas Tax Code § 313.021(4). The Applicant shall not be entitled to a tax limitation during the Qualifying Time Period.

Unless sooner terminated as provided herein, the limitation on the local ad valorem property values shall terminate on December 31, 2023. Except as otherwise provided herein, this Agreement will terminate, in full, on the Final Termination Date. The termination of this Agreement shall not (i) release any obligations, liabilities, rights and remedies arising out of any breach of, or failure to comply with, this Agreement occurring prior to such termination, or (ii) affect the right of a Party to enforce the payment of any amount to which such Party was entitled before such termination or to which such Party became entitled as a result of an event that occurred before such termination, so long as the right to such payment survives said termination.

Except as otherwise provided herein, the Tax Years for which this Agreement is effective are as set forth below and set forth opposite each such Tax Year are the corresponding year in the term of this Agreement, the date of the Appraised Value determination for such Tax Year, and a summary description of certain provisions of this Agreement corresponding to such Tax Year (it being understood and agreed that such summary descriptions are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement):

| Full Tax Year of Agreement | Date of Appraisal | School Year | Tax Year | Summary Description of Provisions |
|--|--------------------------|--------------------|-----------------|--|
| Partial Year (Commencing September 16, 2013) | January 1, 2013 | 2013-14 | 2013 | Start of Qualifying Time Period beginning on September 16, 2013 Commencement Date. No limitation on value. First year for computation of Annual Limit. |
| 1 | January 1, 2014 | 2014-15 | 2014 | Qualifying Time Period. No limitation on value. Possible tax credit in future years. |
| 2 | January 1, 2015 | 2015-16 | 2015 | Qualifying Time Period. No limitation on value. Possible tax credit in future years. |
| 3 | January 1, 2016 | 2016-17 | 2016 | \$ 30 million property value limitation. |
| 4 | January 1, 2017 | 2017-18 | 2017 | \$ 30 million property value limitation. Possible tax credit due to Applicant. |
| 5 | January 1, 2018 | 2018-19 | 2018 | \$ 30 million property value limitation. Possible tax credit due to Applicant. |
| 6 | January 1, 2019 | 2019-20 | 2019 | \$ 30 million property value limitation. Possible tax credit due to Applicant. |
| 7 | January 1, 2020 | 2020-21 | 2020 | \$ 30 million property value limitation. Possible tax credit due to Applicant. |
| 8 | January 1, 2021 | 2021-22 | 2021 | \$ 30 million property value limitation. Possible tax credit due to Applicant. |
| 9 | January 1, 2022 | 2022-23 | 2022 | \$ 30 million property value limitation. Possible tax credit due to Applicant. |

Agreement for Limitation on Appraised Value

Between Nederland Independent School District and Sunoco Partners NGL Facilities LLC
TEXAS COMPTROLLER APPLICATION NUMBER 279
September 16, 2013

| Full Tax Year of Agreement | Date of Appraisal | School Year | Tax Year | Summary Description of Provisions |
|----------------------------|-------------------|-------------|----------|---|
| 10 | January 1, 2023 | 2023-24 | 2023 | \$ 30 million property value limitation. Possible tax credit due to Applicant. |
| 11 | January 1, 2024 | 2024-25 | 2024 | No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination. |
| 12 | January 1, 2025 | 2025-26 | 2025 | No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination. |
| 13 | January 1, 2026 | 2026-27 | 2026 | No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination. |

Section 1.3. DEFINITIONS

Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning, to-wit:

“Acf” means the Texas Economic Development Act set forth in Chapter 313 of the Texas Tax Code, as amended.

“Affiliate” means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Applicant. For purposes of this definition, control of an entity means (i) the ownership, directly or indirectly, of fifty (50) percent or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise, and includes Sunoco Pipeline LP.

“Affiliated Group” means a group of one or more entities in which a controlling interest is owned by a common owner or owners, either corporate or non-corporate, or by one or more of the member entities.

“Aggregate Limit” means, for any Tax Year of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and all previous years of the Agreement, less all amounts paid by the Applicant to or on behalf of the District under Article IV, below.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented from time to time in accordance with Section 6.3.

“Annual Limit” means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Texas Tax Code § 313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated for each year by multiplying the District’s Average Daily Attendance for the applicable school year, as calculated pursuant to Texas Education Code § 42.005 times the greater of \$100, or any larger amount allowed by Texas Tax Code § 313.027(i), if such limit amount is increased for any future year of this Agreement. The Annual Limit shall first be computed for tax year 2013, which, by virtue of the Commencement Date is the first year of the Qualifying Time Period under this Agreement.

“Applicant” means Sunoco Partners NGL Facilities LLC, (Texas Taxpayer ID #32050510737), the company listed in the Preamble of this Agreement who, on March 25, 2013, filed with the District the Original Application for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The term “Applicant” shall also include the Applicants’ assigns and successors-in-interest and their direct and indirect subsidiaries.

“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 the District, and the Constitution and general laws of the State applicable to the independent 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 the Applicant’s ad valorem tax obligation to the District, either with or without the limitation of property values made pursuant to this Agreement.

“Application” means the Original Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, of the Texas Tax Code) filed with the District by the Applicant on March 25, 2013, which has been certified by the Comptroller to collectively constitute a complete final Application as of the date of May 3, 2013. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

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

"Appraisal District" means the Jefferson County Appraisal District.

"Board of Trustees" means the Board of Trustees of the Nederland Independent School District.

"Commencement Date" means September 16, 2013, the date upon which this Agreement was approved by the District's Board of Trustees.

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

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

"County" means Jefferson County, Texas.

"Determination of Breach" shall have the meaning assigned to such term in Section 7.8 of the Agreement

"District" or "School District" means the Nederland Independent School District, being a duly authorized and operating independent 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 the Applicant's Qualified Property or the Applicant's Qualified Investment.

"Final Termination Date" means December 31, 2026. However, any payment obligations of any Party arising under this Agreement prior to the Final Termination Date will survive until paid by the Party owing same.

"Force Majeure" means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the Applicant, the Applicant's Qualified Property or the Applicant's Qualified Investment or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Applicant's Qualified Property or the Applicant's Qualified Investment; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in

this Agreement shall require the Applicant to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of the Applicant to ship or failure of carriers to transport electricity from the Applicant's facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Applicant has no reasonable control and which forbids or prevents performance.

"Land" shall have the meaning assigned to such term in Section 2.2.

"Maintain Viable Presence" means, after the development and construction of the project described in the Application and in the description of the Applicant's Qualified Investment and Qualified Property as set forth in Section 2.3, below, (i) the operation over 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 maintenance of at least the number of New Jobs required by Chapter 313 of the Texas Tax Code from the time they are created until the Final Termination Date; and (iii) the maintenance of at least the number of Qualifying Jobs set forth in the Application from the time they are created until the Final Termination Date.

"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 the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Texas Education Code § 45.002 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.

"Net Tax Benefit" means, (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all Tax Years if this Agreement had not been entered into by the Parties, (ii) adding to the amount determined under clause (i) all Tax Credits received by the Applicant under Chapter 313, Texas Tax Code, and (iii) subtracting from

the sum of the amounts determined under clauses (i) and (ii) the sum of (A) 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 (B) any payments due to the District under Article III under this Agreement.

"New Jobs" means the total number of jobs, defined by 34 Texas Administrative Code § 9.1051, which the Applicant will create in connection with the project which is the subject of its Application. In accordance with the requirements of Texas Tax Code § 313.024(d), Eighty Percent (80%), of all New Jobs created by the Applicant on the project shall also be Qualifying Jobs, as defined below.

"Qualified Investment" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules, as these provisions existed on the date of this Agreement, applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"Qualifying Jobs" means the number of New Jobs the Applicant will create in connection with the project which is the subject of its Application, which meet the requirements of Texas Tax Code 313.021(3).

"Qualified Property" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the date of this Agreement, applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"Qualifying Time Period" means the period that begins on the Commencement Date of September 16, 2013 and ends on December 31, 2015.

"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 Texas Tax Code, Chapter 313. 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, any school district written finding or report filed with the comptroller as required under this subchapter, and any application requesting school tax credits under Texas Tax Code, § 313.103.

"Tax Credit" means the tax credit, either to be paid by the District to the Applicant, or to be applied against any taxes that the school district imposes in Qualified Property, as computed under the provisions of Subchapter D of the Act, and rules adopted by the Comptroller and/or the Texas Education Agency, provided that the Applicant complies with the requirements under such provisions, including the timely filing of a completed application under Texas Tax Code § 313.103 and the duly adopted administrative rules.

"Tax Limitation Amount" means the maximum amount which may be placed as the Appraised Value on Qualified Property/Qualified Investment for years three (3) through ten (10) of this Agreement pursuant to Texas Tax Code § 313.054. That is, for each of the eight (8) Tax Years 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023, the Appraised Value of the Applicant's Qualified Investment for the District's maintenance and operations ad valorem tax purposes shall not exceed, and the Tax Limitation Amount shall be, the lesser of:

- (a) the Market Value of the Applicant's Qualified Investment; 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 Tax Code, § 313.022(b) or § 313.052.

"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, Texas Tax Code, which are set forth at Title 19 – Part 2, Texas Administrative Code, together with any court or administrative decisions interpreting same.

ARTICLE II

PROPERTY DESCRIPTION

Section 2.1. LOCATION WITHIN A QUALIFIED REINVESTMENT OR ENTERPRISE ZONE

The Applicant's Qualified Property upon which the Applicant's Qualified Investment will be located is within an area designated as a reinvestment zone under Chapter 311 or 312 of the Texas Tax Code. The legal description of the reinvestment zone in which the Applicant's Qualified Property is located is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 2.2. LOCATION OF QUALIFIED PROPERTY

The location of the Applicant's Qualified Property upon which the Applicant's Qualified Investment will be located is described in the legal description which is attached to this Agreement as **EXHIBIT 2** and is 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** without the express authorization of each of the Parties.

Section 2.3. DESCRIPTION OF QUALIFIED INVESTMENT AND QUALIFIED PROPERTY

The Qualified Investment and/or 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 ("Applicant's Qualified Investment"). Qualified Investment shall be that property, described in **EXHIBIT 3** which is placed in service under the terms of the Application, during the Qualifying Time Period described in both Section 1.2, above and the definition of Qualifying Time Period set forth in Section 1.3, above. Qualified Property shall be all property, described in **EXHIBIT 3**, including, but not limited to the Applicant's Qualified Investment, together with the land described in **EXHIBIT 2** which: 1) is owned by the Applicant; 2) was first placed in service after May 3, 2013, the completed Application date established by the Comptroller; and 3) is used in connection with the activities described in the Application. 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 Investment or Qualified Property for purposes of this Agreement, unless pursuant to Texas Tax Code § 313.027(e) and Section 8.3 of this Agreement, the Board of Trustees, by official action, provides that such other property is a part of the Applicant's Qualified Investment for purposes of this Agreement.

Property owned by the Applicant which is not described on **EXHIBIT 3** may not be considered to be Qualified Property unless the Applicant:

- (a) submits to the school district and the Comptroller a written request to add property to the limitation agreement, which request shall include a specific description of the additional property to which the applicant requests that the limitation apply;
- (b) notifies the District and the Comptroller of any other changes to the information that was provided in the Application approved by the District; and,
- (c) provides any additional information reasonably requested by the District or the Comptroller necessary to re-evaluate the economic impact analysis for the new or changed conditions.

Section 2.4. APPLICANT'S OBLIGATIONS TO PROVIDE CURRENT INVENTORY OF QUALIFIED PROPERTY

At the end of the Qualifying Time Period, or at any other time when there is a material change in the Qualified Property located on the land described in **EXHIBIT 2**, upon a reasonable request of the District, the Comptroller, or the Appraisal District, the Applicant shall provide to the District, the Comptroller, and the Appraisal District 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 Qualified Property to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property within the boundaries of the real property which is subject to the agreement.

Section 2.5. QUALIFYING USE

The Applicant's Qualified Investment described above in Section 2.3 qualifies for a tax limitation agreement under Texas Tax Code §313.024(b)(1) as a manufacturing facility.

Section 2.6. LIMITATION ON APPRAISED VALUE

So long as the Applicant makes a Qualified Investment in the amount Thirty Million Dollars (\$30,000,000.00), or greater, during the Qualifying Time Period; and unless this Agreement has been terminated as provided herein before such Tax Year, for each of the eight (8) Tax Years 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023, the Appraised Value of the Applicant's Qualified Investment 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 Investment; 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 Texas Tax Code § 313.022 (b) or § 313.052.

ARTICLE III

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 3.1. INTENT OF THE PARTIES

Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Texas Tax Code §313.027(f)(1), be compensated by the Applicant for any loss that the District incurs in its Maintenance and Operations Revenue as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to, all such other payments as are set forth in Article IV. Subject only to the limitations contained in this Agreement (including Section 5.1), 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 payments due under Article IV.

Section 3.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT

Subject to the provisions of Sections 5.1 and 5.2, 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 3.2:

- 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 3.2 results in a negative number, the negative number will be considered to be zero.

- iv. All calculations made for years three (3) through ten (10) of this Agreement under Section 3.2, Subsection *ii* of this Agreement will reflect the Tax Limitation Amount for such year.
- v. All calculations made under this Section 3.2 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, on account of any other factors not contained in this Agreement.

Section 3.3. COMPENSATION FOR LOSS OF OTHER REVENUES

In addition to the amounts determined pursuant to Section 3.2 above, and to the extent provided in Section 6.3, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

- (a) all non-reimbursed costs incurred by the District in paying or otherwise crediting to the account of the Applicant, any applicable tax credit to which the Applicant may be entitled pursuant to Chapter 313, Subchapter D of the Texas Tax Code, and for which the District does not receive reimbursement from the State pursuant to Texas Education Code § 42.2795, or other similar or successor statute.
- (b) 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.
- (c) any other loss of District revenues which are, or may be attributable to the payment by the Applicant to or on behalf any other third party beneficiary.

Section 3.4. CALCULATIONS TO BE MADE BY THIRD PARTY

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") jointly approved each year by the District and the Applicant. If the Parties cannot agree on the Third Party, then the Third Party shall be selected by the mediator provided in Section 7.9 of this Agreement.

Section 3.5. DATA USED FOR CALCULATIONS

The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the 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 3.4. 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 3.6. DELIVERY OF CALCULATIONS

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 3.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 3.2 and/or 3.3 and Article IV, or under Section 5.1 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 five (5) years after payment. 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 3.7, if such fee is timely paid.

Section 3.7. 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 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 3.6, 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, disclosures, or tax credit or 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 3.6, above, in excess of Ten Thousand Dollars (\$10,000.00).

Section 3.8. RESOLUTION OF DISPUTES

Pursuant to Section 3.4 and Section 3.6, should the Applicant disagree with the certification containing the calculations, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days of receipt of the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District. 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 certification containing the calculations.

Section 3.9. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT

In the event that, at the time the Third Party selected under Section 3.4 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 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 3.10. EFFECT OF STATUTORY CHANGES

Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 5.1, 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, up to the revenue protection amount limit set forth in Section 5.1, 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 IV

Section 4.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS

In interpreting the provisions of Article IV, 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 III, 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 IV. 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, 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 this Article IV are separate and independent of the obligation of the Applicant to pay the amounts described in Article III; provided, however, that all payments under Articles III and IV are subject to the limitations contained in Section 5.1, and that all payments under Article IV are subject to the separate limitations contained in Section 4.4.

(b) Adherence to Statutory Limits on Supplemental Payments

It is the express intent of the parties that any Supplemental Payments made to or on behalf of the District by the Applicant, under this Article IV, shall not exceed the limit imposed by the provisions of Texas Tax Code 313.027(i) unless that limit is increased by the Legislature at a future date.

Section 4.2. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO AGGREGATE LIMIT

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 1.3, above; or,
- (b) the Aggregate Limit, as the term is defined in Section 1.3, above.

Section 4.3. ANNUAL CALCULATION OF STIPULATED SUPPLEMENTAL PAYMENT AMOUNT

The Parties agree that for each Tax Year of this Agreement, beginning with the third full year (Tax Year 2016), the Stipulated Supplemental Payment amount, described in Section 4.2 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;

Plus,

Any Tax Credit received by the Applicant with respect to such Tax Year;

Minus,

Any amounts previously paid to the District under Article III;

Multiplied by,

The number 0.4;

Minus,

Any amounts previously paid to the District under Sections 4.2 and 4.3 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 described in Section 3.4, above, shall adjust the Stipulated Supplemental Payment amount calculation to reflect any changes in the data.

Section 4.4. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT AND APPLICATION OF AGGREGATE LIMIT

For each year of this Agreement, beginning with year three (Tax Year 2016) and continuing thereafter through year thirteen (Tax Year 2026), the District, or its Successor Beneficiary should one be designated under Section 4.6, below, shall not be entitled to receive Supplemental Payments, computed under Sections 4.2 and 4.3, above, that exceed the Aggregate Limit, defined in Section 1.3, above.

If, for any year of this Agreement, the payment of the Applicant's Stipulated Supplemental Payment amount, calculated under sections 4.2 and 4.3, above, exceeds the Aggregate Limit for that year, the difference between the Stipulated Supplemental Payment amount and the Aggregate Limit, shall be carried forward from year-to-year into subsequent years of this Agreement, and to the extent not limited by the Aggregate Limit in any subsequent year of this Agreement, shall be paid to the District.

Any Stipulated Supplemental Payment amount, which cannot be made to the District prior to the end of year thirteen (Tax Year 2026), because such payment would exceed the Aggregate Limit, will be deemed to have been cancelled by operation of law.

Section 4.5. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS

- (a) All calculations required by this Article, including but not limited to: (i) the calculation of the Stipulated Supplemental Payment amount; (ii) the determination of both the Annual Limit and the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of Supplemental Payments eligible to be paid to the District by the Applicant; and, (iv) the carry forward and accumulation of any Stipulated Supplemental Payment amounts unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 3.4.
- (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 3.6.
- (c) The payment of all amounts due under this Article shall be made at the time set forth in Section 3.7.

Section 4.6. 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 this Article IV 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 6.1, below. Such designation may be rescinded by the District's Board of Trustees, by Board action, at any time.

Any designation of a successor beneficiary under this Section shall not alter the Aggregate Limitation on Supplemental payments described in Section 4.4, above.

ARTICLE V

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

SECTION 5.1. ANNUAL LIMITATION AFTER FIRST THREE YEARS

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year during the term of this Agreement beginning after the end of the 2016 Tax Year, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid or due to be paid by the Applicant to the District for the current Tax Year together with the taxes due or paid for prior Tax Years of the Agreement, plus the sum of all payments otherwise due from the Applicant to the District under Articles III and IV with respect to such current and all preceding tax years, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such current and all preceding tax years (determined by using the District's actual maintenance and operations tax rate for each applicable 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 3.4, 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 the Applicant to the District under Articles III and IV shall be reduced until such excess is eliminated.

Section 5.2. OPTION TO CANCEL AGREEMENT

In the event that any payment otherwise due from the Applicant to the District under Article III and/or Section 4.2 with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 5.1 above, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to cancel this Agreement by notifying the 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 5.1 is applicable. Any cancellation of this Agreement under the foregoing provisions of this Section 5.2 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. Upon such termination this Agreement shall terminate and be of no further force or effect; provided, however, that 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 the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged.

ARTICLE VI

TAX CREDITS

Section 6.1. APPLICANT'S ENTITLEMENT TO TAX CREDITS

The Applicant shall be entitled to tax credits from the District under and in accordance with the provisions of Subchapter D of the Act and Comptroller Rules, provided that the Applicant complies with the requirements under such provisions, including the timely filing of a completed Application under Section 313.103 of the Texas Tax Code and Comptroller Rules.

Section 6.2. DISTRICT'S OBLIGATIONS WITH RESPECT TO TAX CREDITS

The District shall timely comply and shall cause the District's collector of taxes to timely comply with their obligations under Subchapter D of the Act and Comptroller Rules, including, but not limited to, such obligations set forth in Section 313.104 of the Texas Tax Code, and either Comptroller and/or Texas Education Agency Rules.

Section 6.3. COMPENSATION FOR LOSS OF TAX CREDIT PROTECTION REVENUES

If after the Applicant has actually received the benefit of a tax credit under Section 6.1, the District does not receive aid from the State pursuant to Texas Education Code § 42.2795 or other similar or successor statute with respect to all or any portion of such tax credit for reasons other than the District's failure to comply with the requirements for obtaining such aid, then the District shall notify the Applicant in writing thereof and the circumstances surrounding the State's failure to provide such aid to the District. The Applicant shall pay to the District the amount of such tax credit for which the District did not receive such aid within thirty (30) calendar days after receipt of such notice, and such payment shall be subject to the same provisions for late payment as are set forth in Section 7.4 and 7.5. If the District receives aid from the State for all or any portion of a tax credit with respect to which the Applicant has made a payment to the District under this Section 6.3, then the District shall pay to the Applicant the amount of such aid within thirty (30) calendar days after the District's receipt thereof.

ARTICLE VII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 7.1. DATA REQUESTS

During the term of this Agreement, and upon the written request of one Party or by the Comptroller (the "Requesting Party"), the other Party shall provide the Requesting Party with all information reasonably necessary for the Requesting Party to determine whether the other Party is in compliance with its obligations, including any employment obligations which may arise under this Agreement. The Applicant shall allow authorized employees of the District, the Comptroller, and/or the Appraisal District to have access to the Applicant's Qualified Property and/or business records, in accordance with Texas Tax Code § 22.07, during the term of this Agreement, in order to inspect the project to determine compliance with the terms hereof. 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 the Applicant's Qualified Property. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is private personnel data, proprietary, a trade secret or confidential in nature or is subject to a confidentiality agreement with any third party.

Section 7.2. REPORTS TO OTHER GOVERNMENTAL AGENCIES

The Applicant shall timely make any and all reports that are or may be required under the provisions of law or administrative regulation, including but not limited to the annual report or certifications that may be required to be submitted by the Applicant to the Comptroller under the provisions of Texas Tax Code § 313.032. The Applicant shall forward a copy of all such required reports or certifications to the District contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation under this Agreement.

Section 7.3. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE

By entering into this Agreement, the Applicant warrants that:

- (a) it will abide by all of the terms of the Agreement;
- (b) it will Maintain Viable Presence in the District through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the 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 (as hereinafter defined), provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure; and,

- (c) it will meet minimum eligibility requirements under Texas Tax Code, Chapter 313 throughout the value limitation and tax-credit settle-up periods.

Section 7.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT

(a) In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 5.2, or in the event that the Applicant or its successor-in-interest 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 7.8, then the District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement for the appropriate number of Tax Years as determined in accordance with Subsection 7.4(b), below, together with the payment of penalty and interest, as calculated in accordance with Section 7.5, on that recaptured ad valorem tax revenue. For purposes of this recapture calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV.

(b) Notwithstanding Section 7.4(a), in the event that the District determines that the Applicant has failed to Maintain Viable Presence in accordance with, and subject to the provisions of, Section 7.3(d) and provides written notice of termination of the Agreement, then the Applicant shall pay to the 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 the District ad valorem taxes for all of the last five (5) 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 the Applicant to the 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, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

Section 7.5. CALCULATION OF PENALTY AND INTEREST

In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes owed less all credits under Section 7.4 for each Tax Year during the term of this Agreement since the Commencement Date. The District shall calculate penalty or interest for each Tax Year during the term of this Agreement since the Commencement Date 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 7.4 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 Texas Tax Code § 33.01(a), or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code § 33.01(c), or its successor statute.

Section 7.6 MATERIAL BREACH OF AGREEMENT

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

- (a) Applicant is determined to have failed to meet its obligations to have made accurate representations of fact in submission of its Application as is required by Section 8.13, below.
- (b) Applicant fails to Maintain Viable Presence in the District, as required by Section 7.3 of this Agreement, through the Final Termination Date of this Agreement.
- (c) Applicant fails to make any payment required under Articles III or IV of this Agreement on or before its due date.
- (d) Applicant fails to create and maintain at least the number of New Jobs set forth it committed to create and maintain on Schedule C, Column C of its Application.
- (e) Applicant fails to create and maintain at least the number of New Jobs set forth it committed to create and maintain on Schedule C, Column E of its Application.
- (f) Applicant fails to create and maintain at least Eighty Percent (80%) of all New Jobs created by the Applicant on the project as Qualifying Jobs.
- (g) Applicant makes 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, Texas Tax Code, in excess of the amounts set forth in Articles III and IV, above. Voluntary donations made by the Applicant to the District after the date of execution of this Agreement, and not mandated by this Agreement or made in recognition of consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 are not barred by this provision.
- (h) Applicant fails to comply with any other term of this Agreement, or the Applicant fails to meet its obligations under the applicable Comptroller's Rules, and under the Texas Economic Development Act.

Section 7.7 LIMITED STATUTORY CURE OF MATERIAL BREACH

In accordance with the provisions of Texas Tax Code § 313.0275, for any full tax year which commences after the project has become operational, the Applicant may cure the Material Breaches of this Agreement, defined in Sections 7.6(d) and 7.6(e) or 7.6(f), above, without the termination of the remaining term of this Agreement. In order to cure its non-compliance with Sections 7.6(d) and 7.6(e) or 7.6(f) for the particular Tax Year of non-compliance only, the Applicant may make the liquidated damages payment required by Texas Tax Code § 313.0275(b), in accordance with the provisions of Texas Tax Code § 313.0275(c).

Section 7.8. DETERMINATION OF MATERIAL BREACH AND TERMINATION OF AGREEMENT

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 the District as required by Section 7.3 of this Agreement, failing to make any payment required under this Agreement when due, or has otherwise committed a material breach of this Agreement, the District shall provide the 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 the District. After receipt of the notice, the 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.

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 the 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, the 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 7.4 (net of all credits under Section 7.4), and the amount of any penalty and/or interest under Section 7.5 that are owed to the District.

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

Section 7.9. DISPUTE RESOLUTION

After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, the 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 the 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 7.8, 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 presiding in Jefferson 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) the District shall bear one-half of such mediator's fees and expenses and the 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.

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, the District shall have the remedies for the collection of the amounts determined under Section 7.8 as are set forth in Texas Tax Code Chapter 33, Subchapters B and C, for the collection of delinquent taxes. In the event that the 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 the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Texas Tax Code § 33.07 to the attorneys representing the District pursuant to Texas Tax Code § 6.30.

In any event where a dispute between the District and the Applicant under this Agreement cannot be resolved by the Parties, after completing the procedures required above in this Section, either the District or the 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 7.10. 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, the District's damages for such a default shall under no circumstances exceed the greater of either any amounts calculated under Sections 7.4 and 7.5 above. In addition, the 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 7.10 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 7.11. BINDING ON SUCCESSORS

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

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. INFORMATION AND NOTICES

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.

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

Robert E. Madding, Superintendent
NEDERLAND INDEPENDENT SCHOOL DISTRICT
220 17th Street
Nederland, Texas 77627
Fax: (409) 724-4280

With a copy to:

Kevin O'Hanlon
O'Hanlon, McCollom & Demerath
808 West Avenue
Austin, Texas 78701

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

Notices to the Applicant shall be addressed to:

Richard Booker
Director, Tax Controversy and State Tax Planning
SUNOCO, INC.
1735 Market Street, 15th Floor
Philadelphia, Pennsylvania 19103

Fax: (866) 244-0576

Email: RBOOKER@sunocoinc.com

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

Section 8.2. EFFECTIVE DATE, TERMINATION OF AGREEMENT

- (a) This Agreement shall be and become effective on the date of final approval of this Agreement by the District's Board of Trustees,
- (b) The obligation to Maintain Viable Presence under this Agreement shall remain in full force and effect through the termination in full date established in Section 1.2 of this Agreement.
- (c) In the event that the Applicant fails to make a Qualified Investment in the amount of Thirty Million Dollars (\$30,000,000.00), or greater, during the Qualifying Time Period, this Agreement shall become null and void on December 31, 2015.

Section 8.3. AMENDMENTS TO AGREEMENT; WAIVERS

This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. 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. By official action of the Board of Trustees, this Agreement may be amended to include, in the Applicant's Qualified Investment, additional or replacement Qualified Property not specified in **EXHIBIT 3**, provided that the Applicant reports to the District, the Comptroller, and the Appraisal District, in the same format, style, and presentation as the Application, all relevant investment, value, and employment information that is related to the additional property. Any amendment of the Agreement adding additional or replacement Qualified Property pursuant to this Section 8.3 shall, (1) require that all property added by amendment be eligible property as defined by Texas Tax Code, § 313.024; (2) clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and (3) define minimum eligibility requirements for the recipient of limited value. This Agreement may not be amended to extend the value limitation time period beyond its eight year statutory term.

Section 8.4. ASSIGNMENT

The Applicant may assign this Agreement, or a portion of this Agreement, to an Affiliate or a new owner or lessee of all or a portion of the Applicant's Qualified Property and/or the Applicant's Qualified Investment, provided that the Applicant shall provide written notice of such assignment to the District. Upon such assignment, the Applicant's assignee will be liable to the District for outstanding taxes or other obligations arising under this Agreement. A recipient of limited value under Texas Tax Code, Chapter 313 shall notify immediately the District, the Comptroller, and the Appraisal District in writing of any change in address or other contact information for the owner of the property subject to the limitation agreement for the purposes of Texas Tax Code § 313.032. The assignee's or its reporting entity's Texas Taxpayer Identification Number shall be included in the notification.

Section 8.5. 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 8.6. MAINTENANCE OF 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 8.7. 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 Jefferson County, Texas.

Section 8.8. 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 8.9. 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 8.9, 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 8.10. 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 8.11. 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 8.12. 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 8.13. ACCURACY OF REPRESENTATIONS CONTAINED IN APPLICATION

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application. The Applicant warrants that all information, facts, and representations contained therein are true and correct. The parties further agree that the Application and all the attachments thereto are included by reference into this Agreement as if set forth herein in full.

In the event that the Board of Trustees, after completing the procedures required by Sections 7.8 and 7.9 of this Agreement, makes a written determination that the Application was either incomplete or inaccurate as to any material representation, information, or fact, the Agreement shall be invalid and void except for the enforcement of the provisions required by 34. Tex. Administrative Code § 9.1053(f)(2)(K).

Section 8.14. PUBLICATION OF DOCUMENTS

The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; the approved and executed copy of this Agreement or any amendment thereto; and each application requesting tax credits under Texas Tax Code § 313.103, as follows:

- a. Within seven days of such document, the school district shall submit a copy to the Comptroller for Publication on the Comptroller's Internet website.
- b. District shall provide on its website a link to the location of those documents posted on the Comptroller's website.
- c. This Section does not require the Publication of information that is confidential under Texas Tax Code § 313.028.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this ___ day of _____, 2013.

**NEDERLAND INDEPENDENT SCHOOL
DISTRICT**

By: Suzanne Isom
SUZANNE ISOM
President
Board of Trustees

Attest:

By: Kay DeCuir
KAY DECUIR
Secretary
Board of Trustees

SUNOCO PARTNERS MARKETING AND TERMINALS, LP
a Texas limited partnersip
as sole member of
SUNOCO PARTNERS NGL FACILITIES LLC
a Delaware limited liability company

By: Lynn Lickman
Sunoco Logistics Partners Operations GP LLC,
its General Partner
Name: Lynn Lickman

Title: Assistant Secretary

EXHIBIT 1

DESCRIPTION OF QUALIFIED REINVESTMENT ZONE

A Reinvestment Zone was created on September 16, 2013 by action of the Board of Trustees of the Nederland Independent School District (the "Board"). A map of the Reinvestment Zone is attached, below to this **EXHIBIT 1**.

As a result of the action of the Board, the Reinvestment Zone includes real property within the boundaries of the Nederland Independent School District and Jefferson County, Texas, more specifically described by the legal description also attached to this **EXHIBIT 1**.

80.395 Acre Tract

Being a 80.395 acre tract of land, more or less, with said tract having 30.159 acres out of the Burr and Caswell Survey, Abstract Number 406, 7.758 acres out of the John C. Kucher Survey, Abstract Number 158, and 32.478 acres out of the William Carroll Survey, Abstract Number 13 in Jefferson County, Texas, and tract being 29.673 acres out of that 247.794 acre tract to be conveyed from the City of Nederland to Sunoco Partners Marketing and Terminals, L.P. and 3.446 acres out of that 11.475 acre tract to be conveyed from the City of Nederland to Sunoco Partners Marketing and Terminals, L.P. out of that 934.0 acre tract conveyed to the City of Nederland, Texas in deed recorded under Film File Code Number 101-27-1067 of the Official Public Records of Jefferson County, Texas, and 47.276 acres being out of the existing Sunoco Partners Marketing and Terminals, L.P. tract, with said 80.395 acre tract being described as follows:

BEGINNING at a 1 inch iron pipe found in the east line of this tract, being the most easterly northeast corner of said 934.0 acre tract and said 247.794 acre tract, and being an interior corner of the Sunoco Partners Marketing and Terminals, L.P. tract, said corner having a Texas State Plane Grid Coordinate for the Texas South Central Zone of North 13,948,066.69, East 3,553,705.98 with a convergence angle of 02° 27' 16";

THENCE South 21° 01' 38" West with the east line of this tract and said 934.0 acre tract and said 247.794 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 1798.63 feet to a 1 inch iron pipe found for an angle point in the east line of this tract and said 934.0 acre tract and said 247.794 acre tract and west line of said Sunoco tract;

THENCE South 16° 57' 23" West with the east line of this tract and said 934.0 acre tract and said 247.794 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 762.11 feet to ½ inch iron rod with a cap stamped "SESCO" set for the most easterly southeast corner of this tract;

THENCE North 64° 01' 46" West with a south line of this tract a distance of 786.80 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the most easterly southwest corner of this tract, being in the west line of that 58.6 acre tract conveyed to Sun Oil Company as the Second Tract in deed recorded in Volume 375, Page 493 of the Deed Records of Jefferson County, Texas;

THENCE North 34° 05' 25" East with a west line of this tract and the west line of said 58.6 acre tract a distance of 772.89 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in a west line of this tract, same being the north corner of said 58.6 acre tract and the southwest corner of that 54.7 acre tract conveyed to Sun Oil Company as the Third Tract in deed recorded in Volume 375, Page 493 of the Deed Records of Jefferson County, Texas, and said corner of being the northeast corner of said Kucher Survey and an interior corner of said Burr and Caswell Survey;

THENCE North 28° 20' 36" East with a west line of this tract and the west line of said 54.7 acre tract a distance of 1719.30 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract, being in a north line of said 934.0 acre tract and said 247.794 acre tract

and in a south line of said Sunoco tract;

THENCE North 74° 32' 59" West with a south line of this tract and a north line of said 934.0 acre tract and said 247.794 acre tract and a south line of said Sunoco tract a distance of 1953.20 feet to a 1 inch iron pipe found for an interior corner of this tract, same being an interior corner of said Sunoco tract and a northwest corner of said 934.0 acre tract and northwest corner of said 247.794 acre tract;

THENCE South 61° 01' 27" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract and said 247.794 acre tract a distance of 520.80 feet to a 1 inch iron pipe found for an angle point in a south line of this tract, same being an angle point in a north line of said 934.0 acre tract and said 247.794 acre tract and in a south line of said Sunoco tract;

THENCE South 37° 08' 56" West with an east line of this tract and a most northerly west line of said 247.794 acre tract and a west line of said 934.0 acre tract and a westerly east line of said Sunoco tract, at a distance of 1300.54 feet a ½ inch iron rod with a cap stamped "SESCO" found for the southwest corner of said 247.794 acre tract, continuing for a total distance of 1337.03 feet to a 1 inch iron pipe found for a southeast corner of this tract, same being a southeast corner of said Sunoco tract and an interior corner of said 934.0 acre tract;

THENCE North 52° 27' 07" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 1278.42 feet to a 1 inch iron pipe found for an angle point in a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract;

THENCE North 22° 24' 08" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 1045.74 feet to a 1 inch iron pipe found for an angle point in a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract;

THENCE North 49° 01' 56" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 694.43 feet to a 1 inch iron pipe found for an angle point in a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract;

THENCE North 74° 30' 03" West with a south line of this tract and a south line of said Sunoco tract and a north line of said 934.0 acre tract a distance of 1005.19 feet to a 1 inch iron pipe found for a southwest corner of this tract, same being the southwest corner of said Sunoco tract and an interior corner of said 934.0 acre tract, same being the southeast corner of said 11.475 acre tract;

THENCE North 15° 29' 57" East with a west line of this tract and the east line of said 11.475 acre tract and the west line of said Sunoco tract and an east line of said 934.0 acre tract a distance of 188.44 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract;

THENCE North 70° 05' 26" West with a south line of this tract a distance of 404.79 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point;

THENCE North 73° 36' 59" West with a south line of this tract a distance of 337.28 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the southwest corner of this tract, being in the west line of said 11.475 acre tract;

THENCE North 15° 29' 57" East with the west line of this tract and the west line of said 11.475 acre tract a distance of 186.03 feet to the northwest corner of this tract, being in the south bank of the Neches River;

THENCE South 53° 04' 41" East with a north line of this tract and the south bank of the Neches River a distance of 154.73 feet to an angle point in the north line of this tract and the south bank of the Neches River;

THENCE South 89° 59' 21" East with a north line of this tract and the south bank of the Neches River a distance of 435.10 feet to an angle point in the north line of this tract and the south bank of the Neches River;

THENCE South 59° 48' 43" East with a north line of this tract and the south bank of the Neches River a distance of 183.48 feet to the most westerly northeast corner of this tract, being in the east line of said 11.475 acre tract and in an east line of said 934.0 acre tract and in the west line of said Sunoco tract;

THENCE South 78° 24' 27" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 444.57 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 77° 08' 07" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 50.11 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 45° 20' 13" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 85.09 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 05° 47' 16" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 130.57 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 73° 42' 54" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 505.49 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 76° 53' 27" East with a north line of this tract and north line of said Sunoco tract

and the south bank of the Neches River a distance of 237.13 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 65° 55' 43" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 162.92 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 69° 54' 46" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 253.48 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 61° 54' 12" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 87.63 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE North 81° 36' 03" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 192.59 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE North 50° ' 01" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 83.11 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE North 39° 45' 31" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 163.70 feet to an angle point in the north line of this tract and Sunoco tract;

THENCE South 71° 35' 43" East with a north line of this tract and north line of said Sunoco tract and the south bank of the Neches River a distance of 100.06 feet to a ½ inch iron rod with a cap stamped "SESCO" set for a northeast corner of this tract;

THENCE South 18° 24' 17" West with an east line of this tract a distance of 445.09 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point;

THENCE South 67° 35' 52" West with an east line of this tract a distance of 549.47 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract;

THENCE South 22° 24' 08" East with a north line of this tract a distance of 939.29 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract;

THENCE South 52° 27' 07" East with a north line of this tract a distance of 1109.02 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an interior corner of this tract;

THENCE North 37° 08' 56" East with a west line of this tract a distance of 1113.47 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point;

THENCE North 14° 53' 06" East with a west line of this tract a distance of 674.47 feet to a northwest corner of this tract, being on the south bank of the Neches River;

THENCE South 58° 00' 17" East with the north line of this tract and the south bank of the Neches River a distance of 92.38 feet to an angle point in the north line of this tract;

THENCE South 73° 22' 38" East with the north line of this tract and the south bank of the Neches River a distance of 332.45 feet to an angle point in the north line of this tract;

THENCE South 57° 30' 55" East with the north line of this tract a distance of 363.96 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract;

THENCE South 74° 32' 59" East with the north line of this tract a distance of 1544.04 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract;

THENCE North 87° 00' 06" East with the north line of this tract and distance of 227.16 feet to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in the north line of this tract, being in the west line of said referenced 54.7 acre tract;

THENCE South 74° 32' 59" East with the north line of this tract a distance of 308.61 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the northeast corner of this tract;

THENCE South 21° 01' 38" West with the east line of this tract a distance of 222.94 feet to the place of BEGINNING.

Said tract of land herein described contains 80.395 acres of land, more or less.

The bearings in the description above are based on the Texas State Plane Grid Coordinates for the Texas South Central Zone, the distances stated herein a true surface distances.



James A. Skinner
R.P.L.S. No. 1614

Surveyed in March 2013.



STATE OF TEXAS

COUNTY OF JEFFERSON

EXHIBIT

**METES AND BOUNDS DESCRIPTION FOR A PROPOSED SUNOCO L.P. PIPELINE L.P. 16-
INCH WIDE PERMANENT RIGHT-OF-WAY ACROSS NEDERLAND INDEPENDENT
SCHOOL DISTRICT BOUNDARY LIMITS**

Being the centerline survey description of a proposed 16-inch wide easement and right-of-way, extending over, through continuing along and across the approximate Nederland Independent School District Boundary Limits located in Jefferson County, Texas, situated in the WM. Carroll Survey, Abstract No. 13 and the T.&N.O. R.R. Survey, Abstract No. 257, Chambers County, Texas.

All Bearings and coordinates shown hereon are referenced to the North American Datum 1983 – Texas South Central Zone. Distances shown hereon are grid.

BEGINNING (P.O.B) at a point for the start of the 16-inch wide Sunoco L.P., pipeline;

Thence, South 37° 57' 41" West, along the centerline of said 16-inch Sunoco L.P. pipeline, a distance of 6.24' to an angle point;

Thence, North 52° 01' 54" West, continuing along said centerline, a distance of 65.48' to an angle point;

Thence, South 37° 57' 21" West, continuing along said centerline, a distance of 78.95' to an angle point;

Thence, South 37° 57' 54" West, continuing along said centerline, a distance of 251.08 feet to an angle point;

Thence, South 38° 00' 59" West, continuing along said centerline, a distance of 608.81 feet to an angle point;

Thence, South 38° 02' 50" West, continuing along said centerline, a distance of 401.45 feet to an angle point;

Thence, South 37° 51' 52" West, continuing along said centerline, a distance of 480.20 feet to an angle point;

Thence, South 37° 53' 26" West, continuing along said centerline, a distance of 508.84 feet to an angle point;

Thence, South 38° 14' 06" West, continuing along said centerline, a distance of 622.23 feet to an angle point;

Thence, South 37° 48' 43" West, continuing along said centerline, a distance of 444.07 feet to an angle point;

Thence, South 37° 53' 11" West, continuing along said centerline, a distance of 309.15 feet to an angle point;

Thence, South 37° 32' 38" West, continuing along said centerline, a distance of 509.17 feet to an angle point;

Thence, South 33° 03' 05" West, continuing along said centerline, a distance of 529.07 feet to an angle point;

Thence, South 24° 53' 51" West, continuing along said centerline, a distance of 270.27 feet to an angle point;

Thence, South 47° 17' 53" East, continuing along said centerline, a distance of 158.48 feet to an angle point;

Thence, South 37° 46' 10" West, continuing along said centerline, a distance of 1478.79 feet to an angle point;

Thence, North 52° 13' 50" West, continuing along said centerline, a distance of 68.54 feet to an angle point;

Thence, South 37° 25' 31" West, continuing along said centerline, a distance of 517.79 feet to an angle point;

Thence, South 55° 22' 05" West, continuing along said centerline, a distance of 136.55 feet to an angle point;

Thence, South 08° 01' 44" East, continuing along said centerline, a distance of 97.79 feet to an angle point;

Thence, South 81° 58' 00" West, continuing along said centerline, a distance of 268.13 feet to an angle point;

Thence, South 63° 18' 05" West, continuing along said centerline, a distance of 49.05 feet to an angle point;

Thence, South 57° 16' 12" West, continuing along said centerline, a distance of 68.92 feet to an angle point;

Thence, South 38° 14' 25" West, continuing along said centerline, a distance of 898.73 feet to an angle point;

Thence, South 53° 24' 35" East, continuing along said centerline, a distance of 44.27 feet to an angle point;

Thence, South 36° 35' 25" West, continuing along said centerline, a distance of 2965.60 feet to an angle point;

Thence, South 86° 14' 17" West, continuing along said centerline, a distance of 788.97 feet to an angle point;

Thence, South 86° 09' 30" West, continuing along said centerline, a distance of 833.99 feet to an angle point;

Thence, South 86° 44' 19" West, continuing along said centerline, a distance of 375.93 feet to an angle point;

Thence, South 86° 27' 16" West, continuing along said centerline, a distance of 934.00 feet to an angle point;

Thence, South 85° 58' 45" West, continuing along said centerline, a distance of 434.29 feet to an angle point;

Thence, South 86° 09' 19" West, continuing along said centerline, a distance of 230.89 feet to an angle point;

Thence, South 87° 47' 33" West, continuing along said centerline, a distance of 682.35 feet to an angle point;

Thence, South 86° 22' 37" West, continuing along said centerline, a distance of 1800.25 feet;

Thence, South 86° 30' 28" West, continuing along said centerline, a distance of 453.10 feet (for a total distance of 18,371.42 feet or $\pm 1,113.42$ rods) to a point for the approximate intersection of the Nederland Independent School District boundary line and the centerline of said 16-inch Sunoco L.P. pipeline and the **POINT OF TERMINATION** of the herein described centerline survey.

This description is based on the preliminary route drawings of the aforementioned 16-inch Sunoco L.P. pipeline prepared by Morris P. Herbert Inc. dated July 5, 2013 and the approximate location of the Nederland Independent School District Boundary Limits as shown on the TX HomeTown Locator website.

MORRIS P. HEBERT, INC.
10101 SOUTHWEST FREEWAY, SUITE 400
HOUSTON, TEXAS 77074
(713) 219-1470

EXHIBIT B

SURVEY MAPS OF SUNOCO LOGISTICS REINVESTMENT ZONE

EXHIBIT 2

LOCATION OF QUALIFIED INVESTMENT/QUALIFIED PROPERTY

All Qualified Property owned by Applicant and located within the boundaries of both the Nederland Independent School District and the Reinvestment Zone originally created on September 16, 2013 by action of the Board and with the land described below which: 1) is owned by the Applicant; 2) was first placed in service after May 3, 2013, the completed Application date established by the Comptroller; and 3) is used in connection with the activities described in the Application is intended to be included in this Agreement.

A map of the land is attached to **EXHIBIT 1**.

Specifically, all Qualified Property of the Applicant located within the boundaries on the map and/or chart attached to **EXHIBIT 1** is included.

EXHIBIT 3

DESCRIPTION OF THE APPLICANT'S QUALIFIED INVESTMENT/QUALIFIED PROPERTY

The proposed project is a facility to manufacture natural gas liquids (NGL's) in the form of liquefied petroleum gas (LPG). The facility would be constructed on approximately 80.395 acres of land adjacent to the existing Sunoco facility in Nederland. The Nederland facility would be receiving Propane/Butane via 16" Pipeline. The proposed facility in Nederland would perform the final finishing stage in the LPG manufacturing process; including removal of water from the stream through the use of the mole sieve dehydration beds, and further, removal of sulfur from the inlet stream utilizing caustic treatment technology. In addition, the treated stream would be refrigerated to change pressure and temperature of the propane and/or butane materials so that they can be stored in atmospheric storage tanks that are specially designed with vapor recovery and condensing systems to maintain supercool temperatures.

Significant components of the facility would include:

- 2 refrigeration trains with 3 compressors each to supercool liquid stream of liquefied petroleum gas (LPG) for atmospheric storage in 2 new 600,000 bbl tanks.
- Inlet treating for sulfur and water, mole sieve dehydration beds, and amine/or caustic treatment for sulfur.
- A glycol heating system with heat exchangers for warming LPG
- Tanks, feed pipeline (16-inch steel; length of approximately 14,256 feet), pipeline metering, an origination station, potentially a new ship dock to support NGL loading and unloading

The facility will also require a relatively small amount of personal property. All of the property for which the Applicant is seeking a limitation on appraised value will be owned by the Applicant or a valid assignee pursuant to this Agreement.