STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("**Agreement**") is entered into this 17th day of September, 2021, by and between Ravago Americas, LLC, ("**Company**"), and Chambers County, Texas (the "**County**") (Company and the County are sometimes referred to herein together as the "parties" and individually as a "party").

WITNESSETH:

WHEREAS, Chapter 381 of the Texas Local Government Code ("**Chapter 381**") authorizes the County Commissioners Court of Chambers County, Texas ("**County Commissioners Court**") to develop and administer a program for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation, provided the execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211 of Chapter 312 of the Texas Tax Code ("**Chapter 312**"), as if the County Commissioners Court were a governing body of a municipality; and

WHEREAS, on the 26th day of March 2019, the County Commissioners Court adopted a Chapter 381 Economic Development Policy (the "**Chapter 381 Policy**"), setting forth policies, guidelines, and criteria for economic development incentives provided by the County under Chapter 381, a copy of which is attached as **Exhibit A**; and

WHEREAS, on the 25th day of May 2021, the Company submitted a proposal for tax abatement under Chapter 381 (the "**Chapter 381 Proposal**", a copy of which is attached as **Exhibit B**), in accordance with the Chapter 381 Policy, for a project to be developed in the Ravago Americas LLC 2016 Reinvestment Zone (the "**Reinvestment Zone**"); and

WHEREAS, the Company owns the Premises, as hereinafter defined, and expects to develop and construct a manufacturing facility for compounding and recycling plastics (the "**New Manufacturing Facility**") (among other possible improvements) on the Premises, which is described in the Chapter 381 Proposal, the development and use of which is expected to significantly enhance the County's economic and employment base; and

WHEREAS, the County also finds that the improvements sought are feasible and practical and would benefit the County after expiration of this Agreement; and

WHEREAS, the Premises are located entirely within the Reinvestment Zone; and

WHEREAS, the County finds that the terms of this Agreement and the development of the New Manufacturing Facility, as hereinafter defined, satisfy requirements in the Chapter 381 Policy adopted by the County; and

NOW, THEREFORE, the County, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the expansion of primary employment, the attraction of major investment in the County, increased payroll that contributes to the economic development of the County and enhancement of the tax base in the County, and certain Chapter 381 Payments as defined below, and the Company, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Section 381.004 of Chapter 381, hereby contract, covenant, and agree as follows:

Section 1. Definitions

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

"**Company Affiliate**" shall mean any Person directly or indirectly controlling, controlled by, or under common control with Company. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Construction Phase" means a material and substantial improvement of the Premises which represents a separate and distinct construction operation undertaken for the purpose of constructing the New Manufacturing Facility. The period of Construction Phase ends when the New Manufacturing Facility is substantially completed and consistent with Section 6.

"**Chapter 381 Payment**" shall mean a payment from Company to County equal to forty percent (40%) of the tax abated pursuant to this Agreement as hereinafter described in **Exhibit D** attached hereto.

"**Eligible Property Value**" shall mean, with respect to each calendar year, the value of the buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the New Manufacturing Facility on the tax rolls of the Chambers County Appraisal District as of such calendar year.

"**Financing Party**" shall mean the lenders, security holders, investors, equity providers, and others providing financing or refinancing to or on behalf of Company, for the development, construction, ownership, operation, or maintenance of the New Manufacturing Facility or any portion thereof, or any trustee or agent acting on behalf of any of the foregoing.

"**Force Majeure**" shall mean, without limitation, Acts of God or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action, fire, explosions, floods, strikes, adverse weather, or any other extraordinary event beyond the control of Company (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

"**Ineligible Property Value**" shall mean, with respect to each calendar year, the value of land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; watercraft; aircraft; housing; deferred maintenance investments; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; property which has an economic life of less than 15 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas; as listed on the tax rolls of the Chambers County Appraisal District as of such calendar year.

"**Payment Deadline**" shall mean, with respect to each Chapter 381 Payment, January 31st of the year immediately following the calendar year in which an abatement under Section 4 of this Agreement is granted.

"**Person**" shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

"Permanent Employee" shall mean a person whose employment is both permanent and full-time as reflected in the applicable payroll system of the Company, or an entity controlled by or under common control with the Company who is expected or scheduled to work at least [1,800] hours in a twelve-month period as an employee at the New Manufacturing Facility.

"**Premises**" shall mean all that parcel of land owned by the Company as hereinafter described in **Exhibit C** attached hereto.

"Undocumented Worker" means an individual who, at the time of employment by Company, is not: (i) lawfully admitted for permanent residence to the United States, or (ii) authorized under law to be employed in that manner in the United States.

Section 2. General Provisions

A. **County Authorization.** This Agreement was authorized by the County Commissioners Court and was approved by the affirmative vote of a majority of the County Commissioners Court at its regularly scheduled County Commissioners Court meeting on the 25th day of May 2021, authorizing the County Judge to execute this Agreement on behalf of the County.

B. **Company Authorization**. The undersigned officers of Company have authority to execute this Agreement on behalf of the Company.

C. **Compliance**. The parties intend for this Agreement to comply with Chapter 381 and, to the extent practicable, Sections 312.204, 312.205, and 312.211 of Chapter 312. The County has determined that this Agreement satisfies all requirements for tax abatement set forth in the Chapter 381 Policy. To the extent that this Agreement deviates from a requirement of the Chapter 381 Policy, the County hereby grants Company a variance from such deviation.

D. **Ownership of Premises**. The Premises will be owned by the Company or a Company Affiliate, and in no event shall be owned by any member of the County Commissioners Court.

Section 3. Permitting

The County and Company shall use best efforts to expedite processing of any permits, requests, licenses, or other approvals associated with the building and development of the Premises and the New Manufacturing Facility.

Section 4. Terms of Tax Abatement

The County hereby grants to the Company a tax abatement with respect to the New Manufacturing Facility. The tax abatement shall begin on January 1, 2023, and shall continue for ten years. In each year during the term of the tax abatement, the tax abatement shall equal 100 percent (100%) of County property taxes, as defined, imposed on the Eligible Property Value.

Section 5. Terms of Chapter 381 Payments

Company agrees to tender Chapter 381 Payments to County, on or prior to the Payment Deadline, for calendar years 2023 through 2032, inclusive. Company will tender Chapter 381 Payments by check or other mechanism acceptable to County.

Section 6. Covenants

A. **Construction Covenant.** Company or a Company Affiliate covenant to substantially complete, or cause to be substantially completed, the New Manufacturing Facility on or before December 1, 2022 (the "**Construction Covenant**"); provided that the Company or a Company Affiliate shall have such additional time as may be required by the effects of Force Majeure.

B. **Operation Covenant.** Company or a Company Affiliate shall operate the New Manufacturing Facility in accordance with prudent industry standards and applicable law (unless prevented by Force Majeure) and in a manner that is consistent with the general purpose of encouraging development within the Reinvestment Zone.

C. **Property Tax Covenant.** Throughout the term of this Agreement, the Company shall timely pay all property taxes imposed by the County on Ineligible Property Value.

D. **Management Change Notice Covenant.** During the term of this Agreement, Company shall notify the County in writing of any change of the manager of the New Manufacturing Facility within thirty (30) days of such change.

E. **Best Efforts to Increase Local Employment Covenant.** Company represents and agrees that the agreed to construction and operation of the New Manufacturing Facility will stimulate employment and the local economy. To this end, the Company represents and agrees that:

a. It reasonably expects a quarterly average of one hundred (100) new construction jobs to be generated at the Premises during the Construction Phase for the New Manufacturing Facility.

b. In addition, the Company represents and agrees that commencing at the time the New Manufacturing Facility is fully operational, reasonably expected by December 1, 2022, at least forty-five (45) Permanent Employee positions will be created at the New Manufacturing Facility and maintained throughout the Abatement Term.

c. Company represents and agrees it will use commercially reasonable efforts to prioritize hiring criteria and exercise commercially reasonable efforts to target approximately fifty percent (50%) of the new employment opportunities referenced above will be offered to or filled by residents of Chambers County.

d. Company agrees to use its reasonably good faith effort to cause directly or indirectly to fill these construction and permanent jobs with residents of Chambers County. The Company represents that these will be truly "new jobs" for Chambers County.

e. A resident of Chambers County employed at the facility on a permanent basis may be counted towards any or all of the employment targets in this subsection.

f. Company does not expect that the New Manufacturing Facility will solely or primarily have the effect of transferring employment from one part of Chambers County to another, and the Company agrees to make every commercially reasonable effort to use local resources in employees, goods, and services at the facility.

g. In compliance with Texas Government Code, Section 2264.001 *et seq.*, Company hereby certifies that it does not and shall not knowingly employ an Undocumented Worker for any purpose related to this Agreement. If, after receiving the benefits of this Agreement, Company

(or any branch, division, or department thereof) is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay all taxes previously abated by virtue of this Agreement with interest at the rate of three percent (3%) *per annum*, not later than the 120th day after the date on which the County notifies Company of a violation of this Section 6, (g).

Section 7. Records and Audits

A. Annual Certification. Not later than January 31 of each year during the term of the tax abatement, the Company shall submit to the County a certification from the Company as to the conditions and covenants set forth in Section 6, provided that once the Construction Covenant is met, no further certification shall be required with respect to the Construction Covenant.

B. County Access to Premises. For the sole purpose of verifying the Company's annual certification, County employees or its representative shall have reasonable access to the Premises during the term of this Agreement. This Agreement shall be administered on behalf of the County by the Baytown West Chambers County Economic Development Foundation (EDF). Upon completion of the New Manufacturing Facility, the EDF shall annually evaluate the Facility to ensure compliance with this Agreement. All inspections will be made only upon twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the New Manufacturing Facility.

C. Administration Fee. Beginning on January 31, 2024, and on or before January 31 of each calendar year thereafter during the life of this Agreement, Company shall pay to the County an administration fee of 0.625% of the Chapter 381 Payment for such tax year as set forth in Section 5 of this Agreement. This fee is considered payment for Chapter 381 administrative services as provided in Section 381.004(c) of the Texas Local Government Code. Remittance of this fee shall be separate and distinct from the remittance of the Chapter 381 Payments set forth in Section 5 of this Agreement.

Section 8. Default and Termination

A. Default. In the event that Company either fails to meet the Construction Covenant or breaches the terms or conditions of this Agreement, Company shall be in default of this Agreement.

B. Cure. In the event Company defaults in its performance of the Agreement, the County shall give Company written notice of such default. Company shall have sixty (60) days after said written notice to cure the default. If the default is not reasonably susceptible to cure within such sixty (60) day period and Company has commenced and is pursuing cure of same, then, after first

advising the County of Company's efforts to cure same, Company may utilize an additional ninety (90) days for such purposes. The County may authorize additional time to cure defaults, which authorization shall not be unreasonably withheld.

C. **Remedy for Uncured Default**. The County's sole and exclusive remedy against any Person for breach of this Agreement, in the event of default after the expiration of the applicable notice and cure periods, shall be that the County may, at its option, terminate the Agreement and all future tax abatements under this Agreement shall be void. Notwithstanding the foregoing, if Company fails to meet the Construction Covenant, Company shall repay to the County, without penalty or interest, all tax abatements received under this Agreement. If Company breaches a covenant in Section 6, other than the Construction Covenant, for any year, the County shall not be entitled to terminate this Agreement, but may, at its option, rescind the tax abatement pertaining to such year.

D. **Company's Remedies**. The Company may institute proceedings as may be necessary or desirable in its opinion to defend against (i) improper assertions of default or (ii) improper attempts to terminate this Agreement, to withhold or obtain payments prescribed by this Agreement, or to seek repayment of amounts paid under the Agreement. Such proceedings may include, but are not limited to, seeking specific performance and/or injunctive relief, or enforcement by mandamus, or such other remedy as may be available at law, in equity, or otherwise. Such rights and remedies are not exclusive and are in addition to any other rights or remedies the Company may have at law, in equity, or otherwise.

E. **Mutual Termination**. The parties may terminate this Agreement by mutual agreement at any time.

Section 9. Effect of Sale, Assignment or Lease of Property

This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Neither Party may assign its rights and duties hereunder, in whole or in part, without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that Company may assign this Agreement and all of its rights hereunder to any Company Affiliate without the County's consent. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party. Any assignment in violation of this Section 9 shall not affect any tax abatements with respect to which Company or a Company Affiliate is already entitled.

Section 10. Notice

All notices called for by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

Company:

ATTN:
Ravago Americas, LLC.
1900 Summit Tower Blvd.
Suite 900
Orlando, FL 32810

County:

County Judge
County of Chambers, Texas
404 Washington Avenue
P.O. Box 939
Anahuac, Texas 77514

WITH COPY TO:

Baytown Economic Development Foundation
1300 Rollingbrook Drive, Ste. 505
Baytown, TX 77521

Section 11. Miscellaneous

A. **Severability**. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. **Venue; Governing Law**. Exclusive venue for any action, cause of action, lawsuit, or other proceeding under or in connection with this Agreement shall be and lie in Chambers County, Texas, and the parties hereby submit themselves to the jurisdiction thereof; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

C. **Binding Nature of Agreement**. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors, and assigns.

D. **No Third-Party Rights or Benefits**. This Agreement is solely for the benefit of the parties hereto and do not create rights, contractual or otherwise, in other Persons.

E. **Interpretation**. This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party. Section, subsection, and other headings are for convenience only and shall not be used to interpret this Agreement.

F. **Survival of Terms; Rights and Remedies Cumulative; No Waiver**. All rights, duties, liabilities, and obligations accrued prior to termination shall survive termination or expiration of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.

G. **Counterparts; Electronic Delivery**. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered (whether delivered in person, by mail, email, facsimile, or other electronic format) shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

H. **Estoppel Certificate**. Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of Company, shall include, but not necessarily be limited to, statements (to the actual knowledge of the party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the certificate. The County Judge for the County shall provide any such certificate on behalf of the County.

I. **Entire Agreement.** This Agreement constitutes the entire Economic Development Program Agreement between the parties, supersedes any prior understanding or written or oral Economic Development Program Agreements or representations between the parties, and can be modified only by written instrument subscribed to by all parties. Notwithstanding the foregoing provision, this Agreement does not modify, alter, or amend any other agreement or instrument among the County and Company relating to matters other than the abatement of property taxes.

** * * Signature Page Follows * * **

EXECUTED the 20th day of September, 2021.

CHAMBERS COUNTY, TEXAS

By: _____
~~Jimmy Sylvia~~, County Judge, pro tem
Jimmy E. Ghore

ATTEST:

Heather Hawthorne, County Clerk

RAVAGO AMERICAS, LLC

By: _____

Name: JOHN PROVOST

Title: SECRETARY

ATTEST:

SONESKA RIVERA
State of Florida-Notary Public
Commission # GG 240197
My Commission Expires
July 19, 2022

EXHIBIT A

CHAPTER 381 POLICY

CHAPTER 381 ECONOMIC DEVELOPMENT POLICY
CHAMBERS COUNTY, TEXAS

WHEREAS, Chapter 381 of the Texas Local Government Code authorizes Chambers County to develop and administer projects for local economic development, and to encourage commercial activity in the County, and

WHEREAS, Chambers County desires to provide financial incentives to select private businesses that contribute to economic development, and

WHEREAS, Chambers County desires to provide such incentives to projects whose properties are subject to Chambers County *ad valorem* taxes, and

WHEREAS, Chapter 381 can be used in conjunction with tax abatement provided for under Chapter 312 of the Texas Local Government Code or separately as a Chapter 381 Economic Development Agreement, and

WHEREAS, this policy shall not be construed to obligate Chambers County to provide an incentive under Chapter 381 to any applicant; and all applications, requests and/or projects shall be considered on a case-by-case basis;

NOW, THEREFORE, Chambers County Commissioners' Court does adopt this policy to define the Chapter 381 incentives and establish guidelines and criteria by which they will be implemented.

GENERAL CRITERIA

Chambers County may provide Chapter 381 economic development incentives for a business or commercial development project ("Project") if that project:

1. Will enhance the economic vitality of Chambers County;
2. Will result in a net increase or retention of jobs in the County or add to the tax base or will otherwise improve or enhance the economic welfare of the residents or businesses of the County; or
3. Demonstrates the potential to generate revenues to the County which outweigh costs associated with incentives.

In addition, the following criteria must be satisfied:

The Project MUST:

1. Show a clear demonstration of economic benefit through advancement of the County's economic goals which include expanding the tax base, creating quality jobs, increasing private capital investment in the community, spurring development in targeted county locations; or encouraging development of targeted businesses or clusters desirable to enhance the county's economy;

2. Provide evidence that demonstrates the business' financial stability and capacity to complete the project; and

3. Be in compliance with all local, state and federal laws.

In order to receive any Chapter 381 incentives from Chambers County, credible information must be made available by the applicant, including but not limited to capital investment and employment projections, to enable Chambers County to conduct an appropriate analysis of the proposed project at initiation and throughout the life cycle of the Chapter 381 Agreement.

The decision to provide any Chapter 381 economic development incentives will be considered on a case-by case basis, in accordance with the criteria set forth in this policy, and at the discretion of the Chambers County Commissioners Court.

QUALIFICATION CRITERIA (NON-RESIDENTIAL PROJECTS)

In order to be eligible for Chapter 381 incentives, a Project must meet the following qualifying criteria:

1. Locate within the boundaries of Chambers County.
2. Create or retain a minimum of 10 jobs
3. Project investment must meet or exceed $1,000,000.
4. Must maintain ownership of all property for which an incentive is received through the duration of the agreement.
5. Must make sincere efforts to hire local employees, contractors and purchase items used in construction from vendors within Chambers County.

Projects qualifying under these General and Qualifying Criteria will be eligible for Chapter 381 economic development incentives, the percentages and terms for which will be at the sole discretion of the Chambers County Commissioners Court.

Opportunity Zone Residential and Targeted Development Projects

The Opportunity Zones program was established by Congress in the Tax Cut and Jobs Act as an innovative approach to spurring long-term private sector investments in targeted urban and rural communities nationwide. The program is based on the bipartisan Investing in Opportunity Act.

The program establishes a mechanism that enables investors with capital gains tax liabilities across the country to receive favorable tax treatment for investing in Opportunity Funds that are certified by the U.S. Treasury Department. The Opportunity Funds use the capital invested to make equity investments in businesses and real estate in Opportunity Zones designated by each state.

Three census tracts have been designated as Qualified Opportunity Zones (QOZ): 7103, 7104.01, and 7105. Consideration of Ch. 381 economic development proposals for residential developments and certain other targeted value-add projects will be limited to these designated QOZ census tracts. Residential developments in a QOZ are encouraged to include product options that qualify for financing under the USDA Rural Development Single Family Housing Guaranteed Loan Program. Additional information is available at:

https://www.irs.gov/newsroom/opportunity-zones-frequently-asked-questions
https://www.rd.usda.gov/programs-services/single-family-housing-guaranteed-loan-program

APPLICATION / PROPOSAL PROCESS

Applicants seeking a Chapter 381 Economic Development Agreement with Chambers County may do so by submitting a written proposal to the County Judge of Chambers County.

The written proposal shall consist of a project description, general improvements to be undertaken; a general descriptive list of the improvements for which an incentive is requested; a list of the kind, number and location of all proposed improvements of the property; a map and location of all proposed improvements of the property; a map and property description; and a time schedule for undertaking and completing the proposed improvements.

In the case of modernization, a statement of the assessed value of the facility separately stated for real and personal property shall be given for the tax year immediately preceding the proposal. The proposal may require such financial and other information as the participating municipality or County deems appropriate for evaluating the financial capacity and other factors related to the applicant.

Chambers County, not later than 90 days after receipt of the proposal, shall by Commissioners Court order either approve or deny the request at a regularly scheduled meeting.

CHAPTER 381 AGREEMENTS

A complete review of the Project and proposal will be conducted by Chambers County and/or its representatives. Depending on the nature of the Project, the form of incentive provided via Chapter 381 Agreement will be determined.

After approval, Chambers County shall formally pass a Commissioners court order and execute an agreement with the owner of the Project, which shall include the following:

- Project Description
- Percent of Value to Discount
- Community Impact Program Contribution
- Terms of Agreement
- Project Milestones and Deadlines
- Assignment Provisions
- Recapture Provisions
- Compliance Requirements

An agreement shall be effective on the January 1st valuation date immediately following the execution of the Chapter 381 Agreement or as stipulated and will be conditioned on the completion of specific improvements to real property, job creation and any other factors deemed appropriate by the County.

Approved and adopted this the 26th day of March, 2019.

Resolution and Order

On March 26, 2019, the Commissioners Court of Chambers County, Texas, met at the County Courthouse with the following members present:

Jimmy Sylvia	County Judge, Presiding,
Jimmy Gore	Commissioner, Precinct One
Mark Tice	Commissioner, Precinct Two
Gary R. Nelson	Commissioner, Precinct Three
Billy Combs	Commissioner, Precinct Four

when among other matters, came for consideration and action the following Resolution and Order:

Whereas, the Commissioners Court of Chambers County, Texas, duly convened, and acting in its capacity as the governing body of Chambers County, ORDERED that the policy attached and appended hereto, entitled **"CHAPTER 381 ECONOMIC DEVELOPMENT POLICY, CHAMBERS COUNTY, TEXAS"** is made a part of this Order; and

Whereas, all officials and employees of Chambers County having duties under said policy are ordered and directed to perform such duties as required of them under said regulations.;

Therefore, be it Resolved, that Commissioners Court adopts the attached document as the **"CHAPTER 381 ECONOMIC DEVELOPMENT POLICY, CHAMBERS COUNTY, TEXAS"** and **orders** that it be in effect on and after this day; and

Further Resolved, that County Judge Jimmy Sylvia is authorized to sign this Resolution and Order as the act of Commissioners Court.

The Resolution and Order was moved by Commissioner Combs, seconded by Commissioner Gore, and adopted by the Commissioners Court on a vote of 4 members for and 0 opposed.

Jimmy Sylvia, Chambers County Judge

EXHIBIT B

CHAPTER 381 PROPOSAL

Ravago Americas, LLC
1900 Summit Tower Blvd
Suite 900
Orlando, FL 32810

May 20, 2021

The Honorable Jimmy Sylvia
Judge – Chambers County
404 Washington Avenue
Anahuac, TX 77514

Re: Ravago Americas Application for Chambers County Economic Development Program Chapter 381 Agreement

Dear Judge Sylvia:

Ravago Americas, LLC is evaluating potential construction of a new plastics manufacturing and recycling facility in Chambers County. The proposed facilities will have an estimated investment of approximately $50-60MM. Our initial plans are the following:

- Parcel development of approximately 23 acres of land on existing Ravago site in Cedar Port Industrial Park
- 210,000 SF manufacturing and administrative offices
- Equipment investment to support 65MM pound/year plastics compounding and recycling operations
- Ravago will create 50-60 new full time jobs in Chambers County within the first 2 years
- Project support from 100-150 construction jobs at any given time
- Our goal is to begin operations in Q3 2022

We appreciate the opportunity to be considered for a Tax Abatement Agreement under the County's Economic Development Policy pursuant to Chapter 381, consistent with the competitive site selection proposal presented to the Commissioners Court by the Economic Development Foundation. We have accompanied this letter with preliminary master site plan for Project Redfish as described above.

Thank you for your consideration and we look forward to continued growth and partnership with Chambers County.

Sincerely,

Tim Walkowski

Tim Walkowski
Director of Special Projects
Ravago Americas, LLC

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UG-96-2020-5249

NOTICE OF OPEN MEETING
COMMISSIONERS COURT OF CHAMBERS COUNTY, TEXAS

Notice is hereby given that a **Regular Meeting** of the **Chambers County Commissioners Court** will be held on **Tuesday**, the **24th** day of **November 2020** at **9:30 a.m.** in the County Courtroom, Anahuac, Texas, at which time the following Regular Meeting Agenda items (listed below) will be discussed, considered, passed, or adopted, to wit:

While many offices in the Courthouse are now open, the County Courtroom shall continue to be limited to authorized personnel until further notice. Public viewing of the meeting is available through the Chambers County website homepage at www.co.chambers.tx.us

Public participation shall be available through timely submission of the *public participation form* available on the County's website. Citizens who seek to participate must submit their form no later than *3:00 p.m. on Monday, November 23, 2020*, and mark whether they wish their public comment to be read under "Citizen's Comments" at the beginning of Court, or at the time of an applicable agenda item.

REGULAR MEETING AGENDA

1. ADMINISTRATION

Citizen's comments

1.1 Discuss and consider Department update-**(9:30 a.m.-Building Maintenance)**

1.2 Discuss and consider presentation of TAC (Texas Association of Counties) RMP (Risk Management Pool) Safety Award to Chambers County-**Emergency Management**

2. FINANCIAL

3. ROAD & BRIDGE

3.1 Public Hearing at 10:00 a.m. to discuss renaming of a County Road (EW-4) to "Johnnie G. Jennings Drive"

3.2 Discuss and consider Resolution naming EW-4 "Johnnie G. Jennings Drive"

3.3 Discuss and consider status update on Oak Street Bridge-Anahuac, TX

4. ENGINEERING/PROJECT MANAGEMENT

5. ECONOMIC DEVELOPMENT & TOURISM

5.1 Discuss and consider amended and restated Chapter 312 Agreements between Chambers County and Enterprise Products Operating LLC for PDH 2, FRAC XII, FRAC XIV and PDH 3

5.2 Discuss and consider Project Redfish Incentives Recommendation

5.3 Public Hearing at 10:00 a.m. regarding the amendment to the Clay Partners-Cedar Port Phase III #1, L.P. and Clay Partners-Cedar Port Phase III #2, LP-Tax Abatement Agreement

5.4 Discuss and consider amendment of the Clay Partners-Cedar Port Phase III #1, L.P. and Clay Partners-Cedar Port Phase III #2, L.P.-Tax Abatement Agreement

6. PARKS & RECREATION

6.1 Discuss and consider accepting the donation and surveying a portion of Parcel 4227 from Cedrick Greene for outdoor basketball court in Hankamer, TX

6.2 Discuss and consider approving Cowboy's Asphalt to overlay the outdoor basketball court not to exceed $5,500.00-Hankamer, TX

6.3 Discuss and consider having the Parks Department install a 6' fence, 3' off the road (materials on hand) around the outdoor basketball court in Hankamer, TX

Baytown West Chambers County
ECONOMIC DEVELOPMENT FOUNDATION

November 19, 2020

The Honorable Jimmy Sylvia
Judge – Chambers County
404 Washington Avenue
Anahuac, TX 77514

Re: Project Redfish – Business Retention & Expansion Incentive Recommendation

Ravago Americas, LLC (https://www.ravago.com/) is planning to proceed with an expansion of its plastics recycling & compounding operations. The expansion, known as Project Redfish, has focused on two existing hubs: Manchester, TN and Ravago's complex in Cedar Port. Both candidate sites have geographic and economic advantages, the primary drivers of which are proximity to existing customers (TN); and supply chain, real estate, and growth potential advantages (TX). Ravago established operations in Chambers County in 2017 and currently employs 150 personnel at the Cedar Port location. In addition to Project Redfish, Ravago is planning complementary product development which could advantage the Cedar Port complex.

Project Redfish Profile:

- Competing Site: Manchester, TN
- Capital Expenditure: $50-60MM
- Potential New Permanent Manufacturing Jobs: ≈ 50-60
- Potential Temporary Construction Jobs: ≈ 100
- Estimated Startup - Q2 2022

An analysis of the annual economic impact of 55 full-time jobs created indicates the following:

Chambers County, Texas Annual Impact of All Other Plastics Product Manufacturing (Event Size = 55) *

	Direct	Indirect	Induced	Total
Employment	55	24	18	97
Sales/Output	$17,082,831	$11,026,911	$3,163,197	$31,272,939
Compensation	$3,407,092	$1,958,533	$816,144	$6,181,768

Multipliers for All Other Plastics Product Manufacturing

	Direct	Indirect	Induced	Total
Employment	1.00	0.44	0.32	1.76
Sales/Output	1.00	0.65	0.19	1.83
Compensation	1.00	0.57	0.24	1.81

Given the industry sector, sector agglomeration effects, capital investment, potential for continued investment, job creation and resultant economic impact, the following recommendation is presented for consideration by the Court:

Recommendation:

1. Consider a 10-year term @ 60% abatement. (Please see attached model).

Respectfully submitted,

B. J. Simon

Baytown-West Chambers County
Economic Development Foundation

*Source: JobsEQ®
Data as of 2020Q2

Project Redfish - Chambers County 10-YR 60% Abatement Impact Model : $55M							
Project Value	Project Year	% of Appraised Value	% of Value Abated	Tax Amount Abated	Taxes Paid	Equal Payments Over Term	Taxes Owed w/o Abatement
$55,000,000	1	40%	60%	$178,031.70	$118,688	N/A	296,719.50
$56,100,000	2	40%	60%	$181,592.33	$121,062	N/A	302,653.89
$57,222,000	3	40%	60%	$185,224.18	$123,483	N/A	308,706.97
$58,366,440	4	40%	60%	$188,928.66	$125,952	N/A	314,881.11
$59,533,769	5	40%	60%	$192,707.24	$128,471	N/A	321,178.73
$60,724,444	6	40%	60%	$196,561.38	$131,041	N/A	327,602.30
$61,938,933	7	40%	60%	$200,492.61	$133,662	N/A	334,154.35
$63,177,712	8	40%	60%	$204,502.46	$136,335	N/A	340,837.44
$64,441,266	9	40%	60%	$208,592.51	$139,062	N/A	347,654.19
$65,730,091	10	40%	60%	$212,764.36	$141,843	N/A	354,607.27
			Total	$1,949,397	$1,299,598		$3,248,996

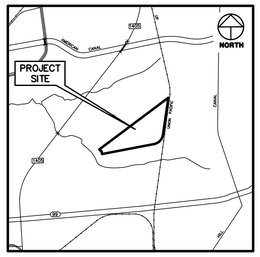
Investment:	$55,000,000

Total Taxes:	$3,248,996
Taxes Abated:	60%
Taxes Paid:	40%

This is an estimate, strictly for modelling purposes. Assumptions: $55M TCI - Midpoint; Abatement effective at maximum value in Y-1, appreciated 2% over term. Abatement applies to Eligible Property per County Policy.

EXHIBIT C

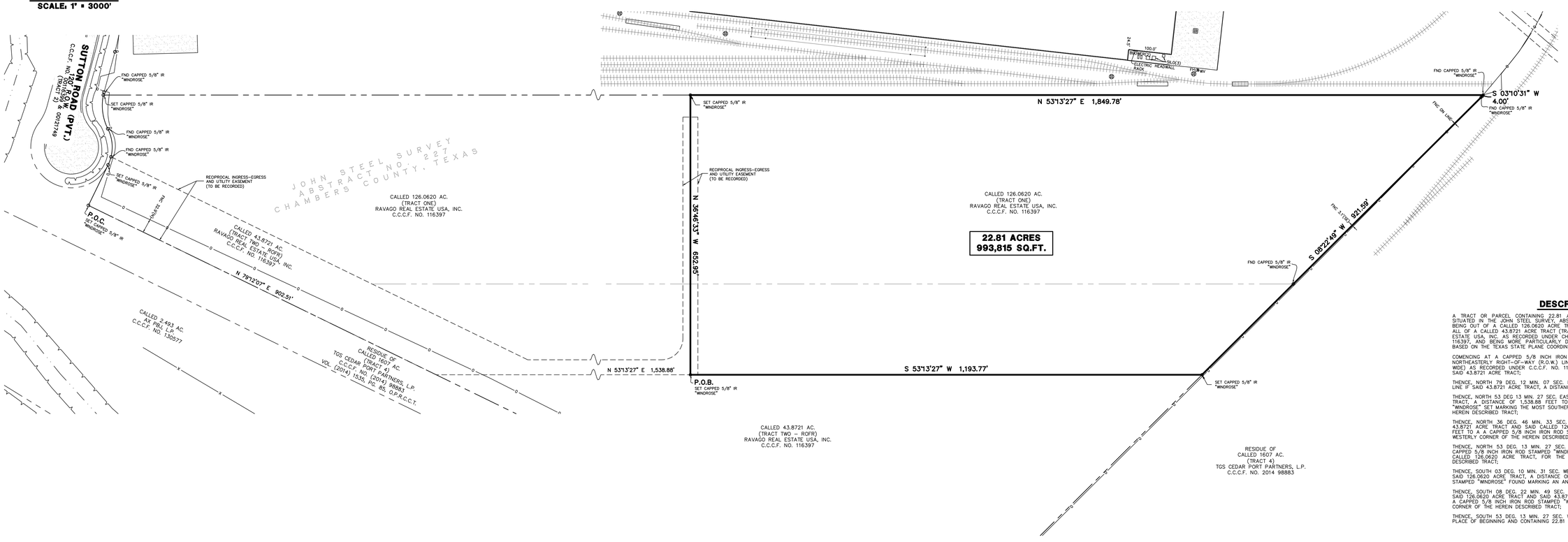
PREMISES



CITY OF BAYTOWN, CHAMBERS COUNTY, TEXAS

VICINITY MAP

SCALE: 1" = 3000'



DESCRIPTION

A TRACT OR PARCEL CONTAINING 22.81 ACRES OR 993,815 SQUARE FEET OF LAND SITUATED IN THE JOHN STEEL SURVEY, ABSTRACT NO. 227, CHAMBERS COUNTY, TEXAS, BEING OUT OF A CALLED 126.0620 ACRE TRACT OF LAND (KNOWN AS TRACT ONE) AND ALL OF A CALLED 43.8721 ACRE TRACT (TRACT TWO-ROFR), CONVEYED TO RAVAGO REAL ESTATE USA, INC. AS RECORDED UNDER CHAMBERS COUNTY CLERK'S FILE (C.C.C.F.) NO. 116397, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83):

COMENCING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF SUTTON ROAD (PRIVATE, CALLED 120' WIDE) AS RECORDED UNDER C.C.C.F. NO. 116399, MARKING THE SOUTHWEST CORNER OF SAID 43.8721 ACRE TRACT;

THENCE, NORTH 79 DEG. 12 MIN. 07 SEC. EAST, ALONG AND WITH THE SOUTHEASTERLY LINE IF SAID 43.8721 ACRE TRACT, A DISTANCE OF 902.51 FEET TO AN ANGLE POINT;

THENCE, NORTH 53 DEG 13 MIN. 27 SEC. EAST, THROUGH AND ACROSS SAID 43.8721 ACRE TRACT, A DISTANCE OF 1,538.88 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE MOST SOUTHERLY CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 36 DEG. 46 MIN. 33 SEC. WEST, THROUGH AND ACROSS SAID CALLED 43.8721 ACRE TRACT AND SAID CALLED 126.0620 ACRE TRACT, A DISTANCE OF 652.95 FEET TO A A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 53 DEG. 13 MIN. 27 SEC. EAST, A DISTANCE OF 1,849.78 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" FOUND ON THE EASTERLY LINE OF SAID CALLED 126.0620 ACRE TRACT, FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 03 DEG. 10 MIN. 31 SEC. WEST, ALONG AND WITH THE EASTERLY LINE OF SAID 126.0620 ACRE TRACT, A DISTANCE OF 4.00 FEET A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" FOUND MARKING AN ANGLE POINT;

THENCE, SOUTH 08 DEG. 22 MIN. 49 SEC. WEST, CONTINUING ALONG EASTERLY LINE OF SAID 126.0620 ACRE TRACT AND SAID 43.8721 ACRE TRACT, A DISTANCE OF 921.59 FEET A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 53 DEG. 13 MIN. 27 SEC. WEST, A DISTANCE OF 1,193.77 FEET TO THE PLACE OF BEGINNING AND CONTAINING 22.81 ACRES OR 993,815 SQUARE FEET OF LAND.

SCHEDULE 'B' NOTES

B.1 SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH BY INSTRUMENTS RECORDED IN/UNDER VOLUME (OS) 810, PG. 495 (C.C.C.F. NO. 2005008344) AND IN VOLUME 1690, PG. 215 (C.C.C.F. NO. 2016–116397) OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS.

B10.a EASEMENT FOR ELECTRIC DISTRIBUTION AND RELATED COMMUNICATIONS FACILITIES GRANTED CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1744, PAGE 185 (CLERK'S FILE NO. 2017122869) OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS. (BLANKET AND NATURE)

B10b. EASEMENT FOR ELECTRIC DISTRIBUTION AND RELATED COMMUNICATIONS FACILITIES GRANTED TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC AS SET FORTH IN INSTRUMENT RECORDED UNDER DOCUMENT NO. 2019–141225 OF OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS. (DOES NOT LIE WITHIN SUBJECT TRACT)

B10.j SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF CHAMBERS COUNTY IMPROVEMENT DISTRICT NUMBER 1. (SEE VOL. [04] 684, PG. 512 CLERK'S FILE NO. 2004002125)

B10.k SUBJECT TO DESIGNATION AND WAIVER OF WATER DELIVER RIGHTS EXECUTED BY USX CORPORATION ON MARCH 14, 1996, AS RECORDED UNDER VOL. (96) 291, PG. 432, BEING C.C.C.F. NO. (96) 1222–B. (BLANKET IN NATURE.)

B10.l SUBJECT TO TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN TEMPORARY AND PERMANENT ACCESS EASEMENT AGREEMENT GRANTED BY TGS CEDAR PORT PARTNERS, LP TO RAVAGO REAL ESTATE USA, INC. AS RECORDED UNDER VOL 1690, PG. 229, O.P.R.C.C.T. (BEING C.C.C.F. NO. 2016116399, SHOWN HEREON.)

B10.m SUBJECT TO TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN RIGHT OF REPURCHASE AGREEMENT AS EVIDENCED BY MEMORANDUM OF OPTION RECORDED UNDER VOL. 1690, PG. 223, O.P.R.C.C.T. (BEING C.C.C.F. NO. 2016116398) (NOT A SURVEY RELATED ITEM)

B10.n TERMS, CONDITIONS AND STIPULATIONS CONTAINED IN THAT CERTAIN TEMPORARY AND PERMANENT ACCESS EASEMENT AGREEMENT GRANTED BY TGS CEDAR PORT PARTNERS, L.P., TO SUTTON LOGISTICS, LLC, DATED MAY 5, 2017, FILED FOR RECORD IN VOLUME 1735, PAGE 449 (CLERK'S FILE NO. 2017121749) OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CHAMBERS COUNTY, TEXAS. (AS TO TRACT 2) (SHOWN HEREON)

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT OF NO. 3710004131 OF CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE OF FEBRUARY 9, 2021, ISSUED DATE OF FEBRUARY 25, 2021, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 1.000130
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 48071C0335E REVISED/DATED MAY 4, 2015, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY, NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
7. FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS. MISCELLANEOUS CROSS FENCES EXIST ON SUBJECT IN VARIOUS CONDITIONS THAT ARE NOT SHOWN HEREON.
8. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
9. ACCORDING TO CONSTRUCTION PLANS PROVIDED BY POWERS BROWN ARCHITECTURE, THE ADDRESS OF THE SUBJECT TRACT IS "0" SUTTON ROAD, BAYTOWN, TEXAS 77523.
10. NO ZONING REPORT WAS PROVIDED TO THIS COMPANY AT THE TIME OF SURVEY.
11. THERE WERE NO REGULAR STRIPED PARKING SPACES ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
12. THERE WAS NO OBSERVED EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
13. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET, SIDEWALK CONSTRUCTION OR REPAIRS ON THE SUBJECT TRACT AT THE TIME OF SURVEY.
14. THERE WERE NO WETLAND AREAS DELINEATED ON THE SUBJECT TRACT AT THE TIME OF SURVEY.

REVISIONS

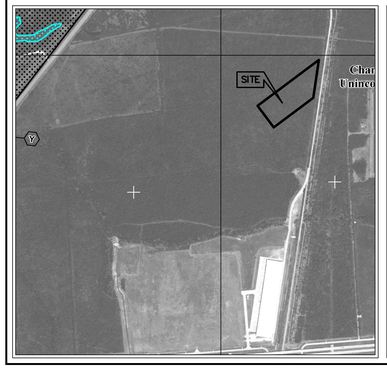
DATE	REASON	BY

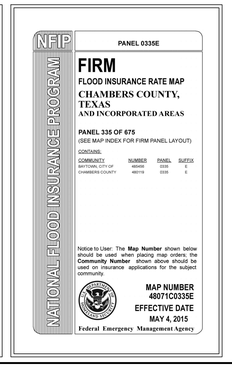
LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO	– BOLLARD	PLM	– PIPELINE MARKER
	– HANDICAP	UCS	– UNDERGROUND CABLE SIGN
GM	– GAS METER	CTL	– CATHODIC TEST LEAD
GV	– GAS VALVE	MW	– MONITORING WELL
FH	– FIRE HYDRANT	P	– PIN FLAG/PAINT MARK
WM	– WATER METER	TC	– TOP OF CURB
WV	– WATER VALVE	G	– GUTTER
ICV	– IRRIGATION CONTROL VALVE	TG	– TOP OF GRATE
	– GRATE INLET	FL	– FLOW LINE
	– GRATE INLET	HB	– HIGHBANK
	– MANHOLE	SAN	– SANITARY SEWER
CO	– CLEANOUT	STM	– STORM SEWER
TP	– TELEPHONE PEDESTAL	CMP	– CORRUGATED METAL PIPE
EB	– ELECTRIC BOX	CPP	– CORRUGATED PLASTIC PIPE
TSB	– TRAFFIC SIGNAL BOX	RCP	– REINFORCED CONCRETE PIPE
LP	– LIGHT POLE	TEL	– TELEPHONE
TSP	– TRAFFIC LIGHT POLE	SWBT	– SOUTHWESTERN BELL TELEPHONE CO.
GL	– GROUND/SPOT LIGHT	WTR	– WATER
PP	– POWER POLE	UG	– UNDERGROUND
PP/T	– POWER POLE W/TRANSFORMER	FND	– FOUND
PP/LT	– POWER POLE W/LIGHT	H.C.C.F.	– HARRIS COUNTY CLERK FILE
PP/CT	– POWER POLE W/CONDUIT	H.C.D.R.	– HARRIS COUNTY DEED RECORDS
MP	– METER POLE	H.C.M.R.	– HARRIS COUNTY MAP RECORDS
SP	– SERVICE POLE	IP	– IRON PIPE
GAC	– GUY ANCHOR	IR	– IRON ROD
	– OVERHEAD POWER LINE	NO.	– NUMBER
	– BARBED WIRE FENCE	PG.	– PAGE
	– WROUGHT IRON FENCE	R.O.W.	– RIGHT-OF-WAY
	– WOOD FENCE	SQ. FT.	– SQUARE FEET
	– CHAINLINK FENCE	VOL.	– VOLUME
GP	– GATE POST	F.C.	– FILM CODE
(P)	– PER PLANS	B.L.	– BUILDING LINE
APPROX.	– APPROXIMATE	U.E.	– UTILITY EASEMENT
	– HIGHBANK		– TREE/SHRUB
	– SIGN		

FLOOD INFORMATION





SURVEYOR'S CERTIFICATION

TO: RAVAGO NEWCO
CHICAGO TITLE INSURANCE COMPANY
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR ITSELF AND THE OTHER LENDERS, ITS SUCCESSORS AND/OR ASSIGNS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 7a, 7b1, 7c, 8, 9, 10, 13, 14, 16, 17, 18, & 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 13, 2018.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

05/18/2021
DATE

ROBERT KNESS
Registered Professional Land Surveyor
Texas Registration No. 6486

WINDROSE
LAND SURVEYING | PLATTING
11111 RICHMOND, SUITE 150 | HOUSTON, TX 77082 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

ALTA/NSPS SURVEY OF
22.81 AC. / 993,815 SQ. FT.
SITUATED IN THE
JOHN STEEL SURVEY
ABSTRACT NO. 227
CHAMBERS COUNTY, TEXAS

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FIELDED BY: JM	CHECKED BY: RK	JOB NO. 52527–RAVAGO
DRAWN BY: RK	DATE: MAY 2021	SHEET NO. 1 OF 1

EXHIBIT D

CHAPTER 381 PAYMENT SCHEDULE

Tax Year	Ch. 381 Payment	(SET) PILOT	Payment Date
2023	40% of County Tax Abated	100% of SET	1/31/2024
2024	40% of County Tax Abated	100% of SET	1/31/2025
2025	40% of County Tax Abated	100% of SET	1/31/2026
2026	40% of County Tax Abated	100% of SET	1/31/2027
2027	40% of County Tax Abated	100% of SET	1/31/2028
2028	40% of County Tax Abated	100% of SET	1/31/2029
2029	40% of County Tax Abated	100% of SET	1/31/2030
2030	40% of County Tax Abated	100% of SET	1/31/2031
2031	40% of County Tax Abated	100% of SET	1/31/2032
2032	40% of County Tax Abated	100% of SET	1/31/2033

The aggregate County Tax Rate consists of the following categories:

- Road & Bridge – SPL
- County – General
- Interest & Sinking
- Road & Bridge – FMFC
- School Equalization Tax (SET)

For purposes of this Agreement, the County Tax will consist of the following categories:

- Road & Bridge – SPL
- County – General
- Interest & Sinking
- Road & Bridge – FMFC