STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

ECONOMIC DEVELOPMENT PROGRAM AND TAX ABATEMENT AGREEMENT

This Economic Development Program and Tax Abatement Agreement ("**Agreement**") is entered into this 13th day June, 2017 (the **"Effective Date"**), 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, Article III, Section 52-A of the Texas Constitution and Chapter 381 of the Texas Local Government Code ("**Chapter 381**") authorize the County Commissioners Court of Chambers County, Texas ("**County Commissioners Court**") to develop and administer a program to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in Chambers County, and Chapter 312 of the Texas Tax Code (**"Chapter 312"**) authorizes Chambers County to enter 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 comply with the provisions of Sections 312.204, 312.205, 312.206, 312.211, and 312.402 of Chapter 312; and

WHEREAS, the County Commissioners Court has 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, the County has adopted a resolution stating that it elects to be eligible to participate in tax abatement and adopted guidelines for tax abatement as contemplated by Chapter 312 (the "**Tax Abatement Guidelines**"); and

WHEREAS, on the 11th day of October, 2016, the Company submitted an application for tax abatement (the "**Abatement Application**", a copy of which is attached as **Exhibit B**), in accordance with the Chapter 381 and Chapter 312 Policies; and

WHEREAS, on the 8th day of November, 2016, the County Commissioners Court passed a Resolution establishing a Tax Abatement Reinvestment Zone ("**Zone**") under Chapter 312, known as the Ravago Americas LLC 2016 Reinvestment Zone, after complying with all of the relevant notice requirements under Chapter 312; and

WHEREAS, Company will control the Premises, as hereinafter defined, and Company expects to develop and construct the Project (among other possible improvements) on the Premises, which is described in the Abatement Application, 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 County and the Zone; and

WHEREAS, the County finds that the terms of this Agreement and the development of the Premises and proposed Project satisfy requirements in the Chapter 381 Policy and the Tax Abatement Guidelines 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 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 and Chapter 312, 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:

"2016 Certified Appraised Value" means the January 1, 2016, value of the property within the Zone as certified by the Chambers County Appraisal District as of that date.

"Commercially Reasonable Efforts" means, as to a Party hereto, an undertaking by such Party to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome under the circumstances, which means, among other things, that such Party shall not be required to (i) expend funds other than for payment of the reasonable and customary costs and expenses of employees, contractors, counsel, consultants, representatives or agents of such Party in connection with the performance or satisfaction of such obligation, duty or other action or (ii) institute or settle any litigation or arbitration as a part of its reasonable efforts.

"**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.

"**Chapter 381 Payment**" shall mean, (1) for calendar years 2018 and 2019, a payment from Company to County equal to $160,038; and (2) for calendar years 2020, 2021, 2022, 2023, 2024, 2025, 2026 and 2027, payments from Company to County equal to forty percent (40%) of the tax abated for that tax year pursuant to this Agreement.

"**Eligible Property Value**" shall mean, with respect to each calendar year, the value of the real property and the business personal property consisting of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the Project on the tax rolls of the Chambers County Appraisal District as of such calendar year. The Parties recognize that no property included in Eligible Property Value was included in the 2016 Certified Appraised Value, the year in which this Agreement is executed, and no part of the Eligible Property Value was constructed on the Premises before the Effective Date of this Agreement.

"**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 Project 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 Project; property which has an economic life of less than 10 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, and any real property and the business personal property included in the 2016 Certified Appraised Value.

"Parties" means collectively the County and Company, and "Party" means the COUNTY or RAVAGO AMERICAS, LLC, as the case may be.

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

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

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

"Project" means the new plastics warehousing, logistics, and blending facility to be constructed by Company in the Cedar Port Industrial Park in Chambers County, Texas with an estimated construction cost of $73,000,000, to be constructed on the Premises, as described in Exhibit B.

"Taxable Value" means the Certified Appraised Value, as determined by the Chambers County Appraisal District, of the Project, excluding the exempt value of pollution control devices as determined by the Texas Commission on Environmental Quality, owned by Company and located within the County, minus the abated value of the Project as provided herein.

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 November 8th, 2016, 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 Company.

C. **Compliance**. The parties intend for this Agreement to comply with Chapter 381 and Sections 312.204, 312.205, 312.206, 312.211, and 312.402 of Chapter 312. The County has determined that this Agreement satisfies all requirements for tax abatement set forth in the Chapter 381 Policy and the Tax Abatement Guidelines. 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. **Tax Increment Financing**. The County represents that the abatements provided by this Agreement will not be diminished or otherwise jeopardized by tax increment financing arrangements in the County, if any.

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

F. **No Assumption.** By this Agreement, Company assumes no obligation, duty or other responsibility with regard to any governmental function or service for which the County is responsible that is not otherwise addressed by this Agreement. In addition, Company assumes no legal liability for the actions of the County through the execution of this Agreement. The County individually assumes no obligation, duty or other responsibility with regard to any duty, right, obligation or responsibility associated with the Project for which Company is responsible that is not otherwise addressed by this Agreement. In addition, the County assumes no

legal liability for the actions of Company or its successors or assigns by virtue of its execution of this Agreement.

G. **Agents.** Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, members, trustees or representatives of any other Party, and each Party is solely responsible for the actions and omissions of its own employees, agents, directors, members, trustees or representatives.

H. **Variance to Guidelines.** As authorized by Section 4(e) of the Tax Abatement Guidelines and Section 312.002(d) of Chapter 312, the County hereby grants Company a variance to the Tax Abatement Guidelines, specifically including, without limitation, to allow the tax abatements authorized in Section 4 below. The variance herein granted is based on the estimated size of the project made the basis of this Agreement and the anticipated economic impact the project will have on the County and the surrounding community so as to offer competitive economic development incentives comparable to other taxing jurisdictions for substantially similar projects and the Chapter 381 Payments that are included in this Agreement.

Section 3. Permitting

The County shall use its best efforts to expedite processing of any permits, re-zoning requests, licenses, or other approvals associated with the building and development of the Premises and the Project.

Section 4. Terms of Tax Abatement

The County hereby grants to Company tax abatement under Chapter 381 and Chapter 312 with respect to the Project. The tax abatement shall begin on January 1, 2018, and shall continue for ten years in accordance with the schedules set forth below. In each year during the term of the tax abatement, the tax abatement shall equal 100 percent of County property taxes imposed on the Eligible Property Value in accordance with the schedules set forth below:

Tax Year Abated	Percentage of Value Abated
2018	100%
2019	100%
2020	100%
2021	100%
2022	100%
2023	100%
2024	100%
2025	100%
2026	100%
2027	100%

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 2018 through 2027, 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 use Commercially Reasonable Efforts to substantially complete, or cause to be substantially completed, the Project on or before January 1, 2018 (the "**Construction Covenant**"); provided that 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 Project 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 Zone.

C. **Property Tax Covenant.** Throughout the term of this Agreement, 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 Project in a timely fashion.

E. **Commercially Reasonable Efforts to Increase Local Employment Covenant.** Throughout the term of this Agreement, Company agrees to create employment at the Project for at least five people on a permanent basis. Company also agrees that throughout the term of this Agreement, it will exercise its Commercially Reasonable Efforts to insure:

a. 50% of new employees, or a minimum of two (2) employees, are residents of one or more of the following counties: Chambers County, Harris County, Jefferson County, Galveston County, Hardin County, or Liberty County; and

b. 10% of new employees, or a minimum of two (2) employees, are residents of Chambers County.

A resident of Chambers County employed at the Project on a permanent basis may be counted towards any or all of the employment targets in this subsection. Company does not expect that the Project will solely or primarily have the effect of transferring employment from one part of Chambers County to another, and

Company agrees to make every Commercially Reasonable Effort to use local resources in employees, goods, and services at the Project.

F. **Local Sourcing Covenant.** During the Construction Covenant of this Agreement, Company agrees to make Commercially Reasonable Efforts, with respect to any contracts for the purchase of supplies and services in connection with construction of the Project that are let to bid after the Effective Date, to identify and ensure that qualified Chambers County vendors, suppliers, and sub-contractors are given the opportunity to bid on such contracts.

G. **Use of Premises and Project.** Company agrees to limit the uses of the Premises and the Project to uses consistent with the general purpose of encouraging development of the Zone during the term of this Agreement.

Section 7. Records and Audits

A. **Annual Certification**. Not later than March 31 of each year during the term of the tax abatement, Company shall submit to the County a certification from Company that the Project is in material compliance with the terms of this Agreement and specifically 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 Company's annual certification, County employees or representatives shall have reasonable access to the Premises during the term of this Agreement. The County shall give prior notice to Company and Company employees shall have the right to accompany County employees. While on the Premises, County employees shall follow Company safety policies and not interfere with Company operations. The County shall keep all information obtained while on the Premises confidential and shall execute a commercially reasonable form of confidentiality agreement drafted by Company before entering the premises.

C. **Administration Fee.** Beginning on March 31, 2018, and on or before March 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**. 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 Company may have at law, in equity, or otherwise.

E. **Discontinuation.** In the event the Project herein is completed and begins producing product or services, but subsequently discontinues producing product or services for any reason excepting fire, explosion or other casualty, accident or natural disaster, or governmental mandate, for a period of one (1) year during the abatement period, then this Agreement shall terminate. In the event of termination pursuant to the provisions of this paragraph, the abatement of the taxes for the calendar year during which the facility ceases to operate shall terminate, but there shall be no recapture of prior years' taxes abated by this Agreement. The taxes otherwise abated for the calendar year during which the facility ceases to operate shall be paid to the County, subject to a credit for any Chapter 381 Payment for such year, prior

to the delinquency date for such year; provided, however, that in no event shall Company be required to pay such taxes within less than sixty (60) days of the termination.

F. **Recapture.** The Chief Appraiser of the Chambers County Appraisal District shall annually determine (i) the Taxable Value pursuant to the terms of this abatement of the real and personal property comprising the Project and (ii) the full taxable value without abatement of the real and personal property comprising the Project. The Chief Appraiser shall record both the Taxable Value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year Company shall furnish the Chief Appraiser with such information outlined in Chapter 22, Tax Code, as may be necessary for the administration of the abatement specified herein. Notwithstanding anything contained in this agreement to the contrary, Company shall be entitled to a credit for all payments made to the County pursuant to Section 5.

G. **Termination.** If after notice of default and failure to cure, the County terminates this Agreement, it shall provide Company written notice of such termination. If Company believes that such termination was improper, Company may file suit in the Chambers County District Court appealing such termination within sixty (60) days after receipt from the County of written notice of the termination. If such a suit is filed, Company shall remit to the County, within ninety (90) days after receipt of the notice of termination, any additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provisions of Section 42.08, Tax Code. If the final determination of the appeal finds that the termination was proper, all taxes previously abated by virtue of this Agreement, less any Chapter 381 Payments previously paid, will be recaptured by the County and, Company shall remit any unpaid additional taxes to the County pursuant to Section 42.42, Tax Code. If the final determination of the appeal decreases Company's tax liability, the County shall refund to Company the difference between the amount of tax paid and the amount of tax for which Company is liable pursuant to Section 42.43, Tax Code.

H. **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 or a new owner or lessee of the Premises or the Project, or any portion thereof, without the County's consent, provided that Company shall provide written notice of such assignment to the County. Upon such assignment,

Company's assignee will be liable to the County for outstanding taxes, Chapter 381 Payments, or other obligations arising under this Agreement with respect to the applicable portion of the Premises or the Project so assigned. 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:

RAVAGO AMERICAS, LLC
ATTN: Mr. Sean Williams
1900 Summit Tower Blvd.
Orlando, Fla. 32810

County:

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

With an additional copy (which shall not constitute notice) to:

Baytown/West Chambers County Economic Development Foundation
1300 Rollingbrook Drive, Suite 505
Baytown, TX 77521

Section 11. Indemnification

A. **INDEMNITY**. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE COUNTY IN THIS AGREEMENT, COMPANY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "**COUNTY'S INDEMNIFIED PARTY**") FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE, OF ANY NATURE, KIND OR DESCRIPTION, OF ANY

PERSON OR ENTITY RESULTING FROM COMPANY'S CONSTRUCTION AND OPERATION OF THE PROJECT.

B. **Notice of Indemnified Loss**. The County's Indemnified Party shall promptly notify Company of any indemnified Losses or Claim for indemnified Losses in respect of which the County's Indemnified Party may be entitled to indemnification under this Section 11. Such notice shall be given as soon as reasonably practicable after the County's Indemnified Party becomes aware of the Loss or Claim for Losses.

C. **Defense of Third-Party Claims**. In the event any action or proceeding shall be brought against the County's Indemnified Party by reason of any matter for which the County's Indemnified Party is indemnified hereunder, Company shall, upon notice from the County's Indemnified Party or its authorized agents or representatives, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company; provided, however, that Company shall not admit liability in any such matter on behalf of the County's Indemnified Party without the County's express written consent. Nothing herein shall be deemed to prevent the County's Indemnified Party at its election and at its own expense from cooperating with Company and participating in the defense of any litigation by their own counsel. If Company fails to retain defense counsel within ten (10) business days after receipt of County's Indemnified Party written notice that the County's Indemnified Party is invoking its right to indemnification under this Agreement, the County's Indemnified Party shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all usual and customary defense costs incurred by the County's Indemnified Party.

D. **Limitation on Indemnity**. The amount owing to a County Indemnified Party will be the amount of the County Indemnified Party's losses net of any insurance proceeds received by the County Indemnified Party following a reasonable effort by the County Indemnified Party to obtain such insurance proceeds.

Section 12. 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. **Payment of Expenses.** Except as otherwise expressly provided in this Agreement, or as covered by the Administration Fee, (i) 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, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorneys' fees (including a reasonable hourly fee for in-house legal counsel), costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.

J. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

K. **Entire Agreement**. This Agreement constitutes the entire Economic Development Program and Tax Abatement Agreement between the Parties, supersedes any prior understanding or written or oral Economic Development Program and Tax Abatement 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.

L. **Governmental Immunity; Consent to Suit.** Nothing in this Agreement shall constitute a waiver by the County of its governmental or sovereign immunity. Nothing in this Agreement shall be construed as express or implied consent by the County to being sued.

** * * Signature Page Follows * * **

EXECUTED the 13th day of June, 2017.

CHAMBERS COUNTY, TEXAS

By: _____
~~Jimmy Sylvia~~, County Judge
Gary Nelson, Pro-tem

ATTEST:
Heather Hawthorne
Heather Hawthorne, County Clerk

RAVAGO AMERICAS, LLC

By: _____

Name: SEAN WILLIAMS

Title: VP of operations

ATTEST:

_____

Exhibit A

Exhibit B

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

September 29th, 2016

Judge Jimmy Sylvia
Chambers County Judge
404 Washington Avenue
P.O. Box 939
Anahuac, TX 77514

Re: Ravago Americas Tax Abatement Application
Cedar Port Industrial Park
Baytown, TX

Dear Judge Sylvia:

Please let this letter confirm interest from Ravago Americas to potentially consolidate some regional operations in the Cedar Port Industrial Park. The combined Ravago group of companies is the largest distributor and trader of plastic resin in the world, and consistently ranks among the top 50 exporters in the United States and one of the most prolific in Houston. With the impending boom in production of polyethylene among the major petrochemical companies located in the Gulf region, Ravago is well-positioned to support this growth. It's expected that a majority of this new production will be exported. Our initial plans are the following:

- Acquire approximately 170 acres of land in *Cedar Port Industrial Park*
- Develop up to 700,000 SF of warehousing and administrative offices to support the operation
- Construct a private rail yard for up to 200 rail cars onsite.
- Erect a blending and storage silo farm to support a 200MM lb/year blending operation.
- Total improvement costs are initially estimated between $70 to $75 Million Dollars, including production equipment.
- Ravago will move 6,000+ rail cars in and out of the site annually. Future growth plans could cause this throughput to grow to 10-12,000 railcars annually.
- Subject to the fluctuations in market pricing, upon full production, we expect to have over 100MM lbs of inventory onsite, between our warehouse, rail yard and storage silos. Based on today's prices, this would represent > $40MM in inventory valuation.
- Ravago will create over 100 new jobs to Chambers County within the first 2 years of the project's inception. The average wage is expected to be between $45-50,000 /year
- Through potential consolidation efforts and growth projections, Ravago anticipates adding another 100+ jobs over the successive 5 years. Total NEW jobs to Chambers County over a 7-8 year period could be as high as 250 – of which over half would be entirely new to the State of Texas.
- Our goal is to begin operating in the Cedar Port Industrial Park in the 4th quarter of 2017.

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

- Ravago recently acquired a recycling business that's based in Michigan, but also has a plant in Alabama. We also acquired a custom plastics compounder in Allentown, PA, which is focused on the automotive sector. We will eventually consolidate these operations in one of 3 states – MI, TN or TX. With the acreage we have under contract in Cedar Port, we will consider relocating some of these activities which are currently out of state, to our campus in Chambers County, but there needs to be a strong business case to do so.
- Ravago will be seeking some level of financial support in the form of tax abatements or other incentives from local and/or state municipalities.

Judge Sylvia, we appreciate the opportunity to be considered for tax abatement, consistent with the competitive site selection proposal presented by the EDF in 2013. We've accompanied this letter with a completed application for abatement as well as a preliminary master site plan for the distribution and manufacturing campus described above.

Thank you for your consideration and we look forward to your response.

Sincerely,

Sean Williams

Vice President of Operations
Ravago Americas, LLC

APPLICATION FOR TAX ABATEMENT IN CHAMBERS COUNTY, TX

This application should be filed at least 90 days prior to the proposed date for beginning of construction or the installation of fixed machinery and equipment. **Projects that have begun construction (including earthwork) prior to County approval of final contracts are ineligible.** The filing of this document acknowledges familiarity and conformance with Guidelines and Criteria for Tax Abatement in Chambers County (attached). This application will become part of the agreement and any knowingly false representations will be grounds to void the agreement. Original copy of this request should be submitted to the County Judge Jimmy Sylvia, 404 Washington Avenue, P. O. Box 939, Anahuac, Texas 77514 if the property is located outside the corporate limits of a municipality. If the property is within the corporate limits of a municipality, the application should be submitted to the city manager of the municipality or city administrator. Note: Approval of this application is only 1 step in securing tax abatement. The applicant must provide other legal documents.

Upon approval, the applicant must maintain membership in the Baytown-West Chambers County Economic Development Foundation, commencing the date of agreement and extending for the term of this agreement, at the standard rate for similar size companies as established by the Foundation.

APPLICANT INFORMATION **Date: October 5, 2016**

Company Name: ***Ravago Real Estate, USA, Inc.*** **(a wholly owned division of Ravago Holdings America)**
Address: 1900 Summit Tower Blvd, Suite 900
City: Orlando State: FL Zip-Code: 32766

APPLICANT MUST SUBMIT ANNUAL REPORT. (See instructions).

Number of Employees: **1500**
Annual Sales: **$3,739,880,000** (annual report provided)
Corporation: ☒ Partnership: ☐ Proprietorship: ☐

PROJECT INFORMATION

Type of Facility
See Instructions

☒ Manufacturing Facility
☒ Wholesale Distribution Facility
☐ Research Facility
☒ Service Facility
☐ Entertainment & Recreation Facility
☐ Other Basic Industry

Proposed Project Location Address and Legal Description: See separate attachment
Attach map and/or aerial showing proposed site

Jurisdictions:

School District Goose Creek
College District Lee College

City or Town Baytown

Describe Product or Service

Project Description: *Please refer to cover letter*

Attach narrative(s) fully explaining the project, describe existing site and proposed improvements and provide list of improvements and fixed machinery and equipment for which abatement is requested.

☒ NEW PLANT ☐ EXPANSION ☐MODERNIZATION

ECONOMIC INFORMATION

Construction Estimates:

Start Month/Year 11/ 2016 Construction Man Years 1
Completion Date 10/ 2017 Peak Construction Jobs 135

If Modernization:

Estimated Economic Life of Existing Plant _____Years
Added Economic Life from Modernization _____Years

Permanent Employment Estimates (PEE'S)

Current Plant Employment_____
Number of Plant Jobs ☐ Retained or ☒ Created
At start/opening **100** in year **2017**
5 years into operation **150** in year **2021**

Estimated Appraised Value on Site

	Personal	**Improvements**	**Land**
Value January 1 Preceding Abatement Agreement:	0	0	0
Est. Value of Improvements:	$40,000,000	$73,000,000	$24,066,900
Est. Value of Abated Properties After Abatement Expires:	$55,000,000	$60,000,000	$30,000,000
Value upon Completion of Project – Personal Property and Project Improvements Not Subject To Abatement:	TBD	TBD	TBD

VARIANCE

Is the applicant seeking a variance under Section 4 (e) of the guidelines? ☒ YES ☐ NO
If "YES", attach required supplementary information.
We would like to request abatement to 10 years in order to help offset our investment in the Baytown area and provide further motivation to consolidate several operations outside of Texas to the additional acreage that we're planning to purchase.

OTHER ABATEMENTS. Has the company made application for abatement for this project to other taxing jurisdictions or nearby counties? ☐YES ☒NO. If "YES" please provide dates of application, hearing dates if held or scheduled, name of jurisdictions and contacts, and letter of intent.

COMPANY REPRESENTATIVE TO BE CONTACTED:

NAME: Sean Williams

Signature of Company Official

TITLE: V.P. of Operations

V.P of Operations
Name & Title of Company Official

ADDRESS: 1900 Summit Tower Blvd
CITY: Orlando STATE: FL ZIP-CODE: 32810
TELEPHONE: 407-497-0865

INSTRUCTIONS

Applicant and projects must meet the requirements established in the Guidelines and Criteria (attached) in order to receive positive consideration. Section 3 of the Guidelines, for example, sets out improvements, terms and economic qualifications. Conformance with all sections, however, is required for eligibility.

APPLICANT INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the application a copy of their latest annual report to stockholders. Other applicants and new companies should attach a statement showing when the company was established; business references (name, contact and telephone number of principal bank, accountant and attorney) and may be required to submit an audited financial statement and business plan.

PROJECT INFORMATION

Only facilities listed in Section 3(a) of the Guidelines may receive abatement without applying for a variance. Check guideline definitions in Section 2 to confirm project qualification.

ECONOMIC INFORMATION

Permanent Employment Estimates – In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

Estimated Appraised Value on Site – The value January 1st preceding abatement should be the value established by the Chambers County Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least five hundred thousand dollars ($500,000.00) after the period of abatement expires. Projections of value should be a "best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project-related improvements such as office space in excess of that used for plant administration, housing, etc.

ORDER DESIGNATING/CREATING
RAVAGO AMERICAS, LLC 2016 REINVESTMENT ZONE

On November 8, 2016, at a public meeting of the Commissioners Court of CHAMBERS COUNTY, TEXAS ("the Court"), the Court conducted a hearing on the application of RAVAGO AMERICAS, LLC ("Ravago") for the creation of the RAVAGO AMERICAS, LLC 2016 Reinvestment Zone ("the Reinvestment Zone").

The Court finds and declares that:

1. The Court has adopted tax abatement guidelines and policies which are now in effect, thereby electing to become eligible to participate in tax abatement.

2. Ravago has applied, in a timely and adequate fashion, for tax abatement on a proposed project to be developed within the Reinvestment Zone.

3. All notices and legal requirements have been given and/or satisfied prior to the consideration by the Court of the creation of the Reinvestment Zone. Specifically, notice of today's hearing was published in the manner required by law and notice was timely given to the presiding officer of other taxing units of government as required by law.

4. The designation of the Reinvestment Zone will contribute to the retention or expansion of primary employment and will attract major investment in the zone that will be a benefit to the property to be included in the Reinvestment Zone and will contribute to the economic development of the County and surrounding area.

5. The improvements sought to be made are feasible and practical and will be a benefit to the land to be included in the Reinvestment Zone.

6. The area requested to be designated as a reinvestment zone meets the criteria for designation as such in one of more ways as specifically provided by law.

Therefore, upon motion made by Commissioner Senac seconded by Commissioner George and affirmatively passed, be it RESOLVED and ORDERED by the Court that the 170-acre tract of land, more or less, described in the attached Exhibit (1 page) is hereby designated as the RAVAGO AMERICAS, LLC 2016 REINVESTMENT ZONE and is eligible for commercial / industrial tax abatement.

PASSED and ADOPTED November 8, 2016.

CHAMBERS COUNTY, TEXAS

By: _____
JUDGE JIMMY SYLVIA,
Chambers County Judge

ATTEST:
Heather H. Hawthorne
HEATHER H. HAWTHORNE, County Clerk



CITY OF BAYTOWN, CHAMBERS COUNTY, TEXAS

VICINITY MAP

SCALE: 1" = 2000'

NORTH

GRAPHIC SCALE: 1" = 200'

0 200 400 800 Feet

CALLED 108.480 ACRES – PART ONE
BAYER CORPORATION
VOL. 486, PG. 127, O.P.R.C.C.T.

CALLED 1807 ACRES
ITBACT 4)
TCB CEDAR POINT PARTNERS, L.P.
C.C.C.F. NO. 1201413 99888
VOL. (2014) 1988, PG. 85, O.P.R.C.C.T.

169.9341 ACRES
7,402,329 SQ.FT.

JOHN STEEL SURVEY
ABSTRACT NO. 227
CHAMBERS COUNTY, TEXAS

P.O.B.
5/8" CAPPED 3/4" IRON ROD
"WINDROSE"
N 6,945,671.4'
E 3,272,197.4'

P.O.C.
5/8" CAPPED 3/4" IRON ROD
"WINDROSE"
N 6,944,671.2'
E 3,272,197.4'

PROPOSED 100' WIDE DRAINAGE AND DETENTION EASEMENT

PROPOSED ROADWAY 'A'
120' ROW TO STREET

STATE OF TEXAS
CALLED 3,670 AC.
PARCEL 2, PART 3
VOL. (20) 890, PG. 346,
O.P.R.C.C.T.

DETENTION POND 2B
PROPOSED DRAINAGE AND DETENTION EASEMENT

CALLED 10.17 ACRES
CHAMBERS COUNTY IMPROVEMENT DISTRICT NO. 1
VOL. (97) 878, PG. 660, O.P.R.C.C.T.
C.C.C.F. NO. 29930

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	50.00'	52°42'48"	47.48'	N 37°41'48" W	45.35'
C2	120.00'	41°54'39"	87.78'	S 43°38'59" E	85.83'
C3	940.00'	17°46'13"	291.49'	S 30°34'26" E	290.37'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 03°41'21" W	35.61'
L2	S 13°39'07" W	29.83'
L3	N 10°53'21" W	169.13'
L4	N 21°41'21" W	57.38'

DESCRIPTION

A TRACT OR PARCEL CONTAINING 169.9341 ACRES OR 7,402,329 SQUARE FEET OF LAND SITUATED IN THE JOHN STEEL SURVEY, ABSTRACT NO. 227, CHAMBERS COUNTY, TEXAS, BEING ALL OF A CALLED 108.480 ACRE TRACT DESCRIBED AS PART ONE IN A DEED TO BAYER CORPORATION, RECORDED IN VOLUME 486, PAGE 127, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CHAMBERS COUNTY, TEXAS (O.P.R.C.C.T.), ALL OF A CALLED 1807 ACRE TRACT DESCRIBED AS ITBACT 4) IN A DEED TO TCB CEDAR POINT PARTNERS, L.P., RECORDED UNDER CLERK'S FILE NO. 2014 1988, OF THE O.P.R.C.C.T., AND A PORTION OF A CALLED 10.17 ACRE TRACT DESCRIBED IN A DEED TO CHAMBERS COUNTY IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 878, PAGE 660, O.P.R.C.C.T., SAID 169.9341 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, GRADE):

FOR REFERENCE AT A 5/8" CAPPED IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1807 ACRE TRACT DESCRIBED AS ITBACT 4) IN A DEED TO TCB CEDAR POINT PARTNERS, L.P., RECORDED UNDER CLERK'S FILE NO. 2014 1988, OF THE O.P.R.C.C.T., AND LYING IN THE NORTHEAST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 1405 (F.M. 1405) (120' RIGHT-OF-WAY), FROM WHICH A 5/8" CAPPED IRON ROD STAMPED "WINDROSE" FOUND MARKING THE SOUTHWEST CORNER OF SAID 1807 ACRE TRACT BEARS SOUTH 27 DEG. 56 MIN. 29 SEC. WEST, A DISTANCE OF 1,106.66 FEET, AND FROM WHICH A 5/8" CAPPED IRON ROD STAMPED "WINDROSE" FOUND MARKING THE SOUTHEAST CORNER OF SAID 1807 ACRE TRACT BEARS SOUTH 27 DEG. 56 MIN. 29 SEC. WEST, A DISTANCE OF 1,106.66 FEET;

THENCE, NORTH 27 DEG. 56 MIN. 29 SEC. EAST, ALONG AND WITH THE NORTHWEST LINE OF SAID 1807 ACRE TRACT AND THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 1405, A DISTANCE OF 1,106.66 FEET TO A 5/8" CAPPED IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 62 DEG. 03 MIN. 31 SEC. WEST, ALONG AND WITH THE SOUTHWEST LINE OF SAID 108.480 ACRE TRACT AND THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 1405, A DISTANCE OF 1,000.00 FEET TO A 5/8" CAPPED IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 1405, OVER AND ACROSS SAID 108.480 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 63 DEG. 13 MIN. 27 SEC. EAST, A DISTANCE OF 2,988.66 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 77 DEG. 56 MIN. 29 SEC. EAST, A DISTANCE OF 318.66 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

IN A SOUTHEASTERLY DIRECTION WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 634.00 FEET, A CENTRAL ANGLE OF 66 DEG. 33 MIN. 17 SEC., AN ARC OF 748.98 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 31 DEG. 39 MIN. 10 SEC. EAST, 708.48 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

SOUTH 65 DEG. 55 MIN. 49 SEC. WEST, A DISTANCE OF 89.57 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING AN ANGLE POINT;

SOUTH 68 DEG. 35 MIN. 57 SEC. WEST, A DISTANCE OF 18.52 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

IN A SOUTHWESTERLY DIRECTION WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 568.00 FEET, A CENTRAL ANGLE OF 44 DEG. 39 MIN. 59 SEC., AN ARC LENGTH OF 443.80 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 46 DEG. 53 MIN. 31 SEC. WEST, 573.04 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

SOUTH 79 DEG. 13 MIN. 27 SEC. WEST, A DISTANCE OF 2988.33 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 10 DEG. 53 MIN. 21 SEC. WEST, A DISTANCE OF 169.13 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT AND A POINT OF CURVATURE;

IN A NORTHERLY DIRECTION WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 52 DEG. 42 MIN. 48 SEC., AN ARC LENGTH OF 47.48 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 37 DEG. 14 MIN. 45 SEC. WEST, 54.35 FEET TO A POINT OF REVERSE CURVATURE;

IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 41 DEG. 54 MIN. 39 SEC., AN ARC LENGTH OF 87.78 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 43 DEG. 38 MIN. 59 SEC. WEST, 85.83 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF TANGENCY;

NORTH 21 DEG. 41 MIN. 21 SEC. WEST, A DISTANCE OF 57.38 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE LAND SERVICES" SET MARKING A POINT OF CURVATURE;

IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 940.00 FEET, A CENTRAL ANGLE OF 17 DEG. 46 MIN. 13 SEC., AN ARC LENGTH OF 167.48 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 34 DEG. 34 MIN. 26 SEC. WEST, 106.91 FEET TO A POINT OF TANGENCY;

THENCE, NORTH 29 DEG. 27 MIN. 44 SEC. WEST, A DISTANCE OF 535.41 FEET TO THE POINT OF BEGINNING, AND CONTAINING 169.9341 ACRES OR 7,402,329 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 52537-RAWARD-OVERALL, PREPARED BY WINDROSE LAND SERVICES.

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT ANY PROPERTY. THE SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN THE TITLE COMMITMENT GF # 2201413-SA PREPARED BY TEXAS TITLE INSURANCE COMPANY, A CHARTER TITLE COMPANY, WITH AN EFFECTIVE DATE OF APRIL 15, 2016, AND ISSUED ON APRIL 26, 2016. SURVEYOR HAS RELIED UPON THE INFORMATION CONTAINED IN SAID TITLE COMMITMENT IN THE PREPARATION OF THIS SURVEY.
2. BEARINGS ARE BASED ON A TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, GRADE, NAD 83 (2011) EPOCH 2010.00. DISTANCES SHOWN HEREON ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 1.00013
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) NO. 48071C0220F, COMMUNITY NO. 485497, EFFECTIVE DATE MAY 16, 2012, THE SUBJECT TRACT LIES WITHIN ZONE AE (ELEVATION 12) AND ZONE X (SHADED) (500-YEAR FLOOD). ZONE AE IS DEFINED AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. ZONE X (SHADED) IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. ALL ALL CORNERS, MONUMENTATIONS, AND CORNER BEING LOCATED WITH THIS SURVEY, ARE SUBJECT TO ENGINEERING EVALUATION OR CERTIFICATION SHALL PERFORMED BY WINDROSE LAND SERVICES.
5. ENVIRONMENTAL AND WETLANDS ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SURVEY CONTAINS TOTAL 6 DATUM POSITIONS AND MARKS ON THE MONUMENTATION, DESCRIPTIONS AND LOCATIONS ARE SHOWN HEREON. ALL MONUMENTATION WAS FOUND OR SET AS NOTED AND DESCRIBED ON THE SURVEY PLAT.
7. FENCES SHOWN HEREON WERE APPROXIMATE, TIES ARE SHOWN WHERE THEY ARE ESSENTIALLY PERPENDICULAR. THE LINEAR DISTANCE BETWEEN THE FENCE AND THE BOUNDARY LINE MAY VARY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
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.

SURVEYOR'S CERTIFICATION

TO: RAWARD AMERICAS, LLC
TCB CEDAR POINT PARTNERS, L.P.
TEXAS TITLE INSURANCE COMPANY, A CHARTER TITLE COMPANY

I DO HEREBY REFER TO THE SURVEY LISTED THAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY AND THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY THE SURVEY MADE ON THE GROUND. THAT THE LINES AND DIMENSIONS OF THE SURVEY PLAT ARE CORRECT; THAT THERE ARE NO VISIBLE ENCROACHMENTS OR PROTRUSIONS, EXCEPT AS SHOWN; THAT THE SURVEY SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY, TO THE BEST OF MY KNOWLEDGE.

ROBERT KINES
Registered Professional Land Surveyor
Texas Registration No. 6460

08-19-2016
DATE

FLOOD INFORMATION





LEGEND

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

BOLLARD	FENCE POST	UNDERGROUND CABLE BOX	MEDIAN
BOUNDARY	FENCE POST W/TRANSFORMER	BUSINESS SIGN LIGHT	EXISTING GRAVEL ROAD TEXT
GAS METER	FENCE POST W/MISC.	CONTROL BOX	EXISTING GRAVEL ROAD ARROWS
GAS VALVE	FENCE POST W/ARROW	FIRE HYDRANT	OFFICIAL PUBLIC ACCESS EASEMENT
GUY ANCHOR	FENCE POST	TOP OF BANK	EXISTING COUNTY PLAT RECORDS
WATER METER	GUARD POST	OUTLET	IRON PIPE
WATER VALVE	GUY ANCHOR	TOP OF BANK	IRON ROD
EXISTING MINERAL VALVE	EXISTING WOOD POST	BUSH LINE	MARKER
STAKE (SET)	EXISTING WIRE FENCE	HEDGES	PIPE
STAKE (FOUND)	WOOD FENCE	SANITARY SEWER	POINT OF BEGINNING
MANHOLE	CHAINLINK FENCE	STORM SEWER	POINT OF COMMENCEMENT
CLEANOUT	DILAPIDATED WOOD FENCE	ELECTRIC	POINT
TELEPHONE PEDESTAL	GATE POST	DILAPIDATED PLASTIC FENCE	POWER
ELECTRIC BOX	HIGH PLANES	REINFORCED CONCRETE PIPE	RECORD DATA
TRAFFIC SIGNAL BOX	OPTICOM	TELEPHONE	SQUARE NAIL
LIGHT POLE	REFERENCE	TELEPHONE BOX	UTILITY EASEMENT
PARKING METER POLE	SIGN	UNDERGROUND TELEPHONE BOX	WELL/GRAVE
GROUND/SPOT LIGHT	UTILITY MARKER	VALVE	
		WATERLINE	

SCHEDULE 'B' NOTES

10(a) SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH BY INSTRUMENT RECORDED IN/UNDER VOLUME 1202, PAGE 79, ET AL (O.P.R.C.C.T. NO. 83440), OR RECORDED IN VOLUME 1202, PAGE 79, ET AL (O.P.R.C.C.T. NO. 83440), OR RER