CHAPTER 381

ECONOMIC DEVELOPMENT AGREEMENT

BETWEEN

CHAMBERS COUNTY, TEXAS

AND

ONEOK HYDROCARBON, LP

STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

This Chapter 381 Economic Development Agreement (hereinafter "Agreement") is made and entered into by and between CHAMBERS COUNTY, TEXAS, (hereinafter the "County"), and ONEOK HYDROCARBON, LP, (hereinafter "ONEOK "), hereinafter collectively referred to as the "Parties" and sometimes individually referred to as a "Party."

This Agreement is made and entered into between the Parties contemporaneously with a Tax Abatement Agreement executed between the Parties of even date herewith. The purpose for this Agreement is to assist in encouraging the development of primary employment and attracting major economic investments to the County.

RECITALS

WHEREAS, the County has adopted a Chapter 381 Economic Development Policy ("Chapter 381 Policy") establishing programs for economic development and authorizing the governing body of the County to provide for the administration of those programs pursuant to Chapter 381 of the Texas Local Government Code;

WHEREAS, ONEOK plans to construct substantial improvements to real property within the City of Mont Belvieu ONEOK Reinvestment Zone (hereinafter "Reinvestment Zone") designated by Resolution by the City of Mont Belvieu City Council, Ordinance No. 2018-011, a copy of which is attached. ONEOK's improvements will constitute a major economic investment in the County and the surrounding community and will encourage the development of primary employment within the County and is hereinafter referred to as the "Project;"

WHEREAS, the County recognizes the positive economic impact the proposed Project will have on the community and desires to offer economic development incentives to ONEOK to develop the Project in the form of a tax abatement of *ad valorem* property taxes;

WHEREAS, the County has granted ONEOK a tax abatement according to the terms and conditions of that Tax Abatement Agreement attached thereto and incorporated as if set forth entirely herein;

WHEREAS, ONEOK recognizes the significance of its development and construction of substantial improvements to real property within the County and its potential impact and effect on the County's public infrastructure and transportation for which the County must consider in connection with the Tax Abatement Agreement identified herein; and

WHEREAS, ONEOK desires to make a monetary contribution of financial resources to the County to be applied toward capital expenditures for infrastructure projects of community-wide impact and significance in an effort to offset or otherwise mitigate the impact of the Project on the County's infrastructure and local transportation system and to encourage the continued development and expansion of amenities within the County that directly serves the local taxpayer and benefits the surrounding community at large; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and ONEOK agree as follows:

I. AUTHORITY

The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code and by the Chambers County Chapter 381 Economic Development Policy which is incorporated by reference in this Agreement. ONEOK 's execution and performance of this Agreement has been duly authorized.

II. DEFINITIONS

The terms "County," "ONEOK," "Chapter 381 Policy", and "Reinvestment Zone," shall have the meanings provided for them in the Recitals above. Except as may be otherwise defined, or to the extent the context clearly requires otherwise, capitalized terms and phrases as used in this Agreement shall have the following meaning:

"Affiliate" of any specified person or entity shall mean any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, "control" when used with respect to any person or entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership

(directly or indirectly) of securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Application" shall mean that application for tax abatement and any supplements or amendments thereto submitted by ONEOK to the County with respect to the Project, and as referenced.

"Capital Expenditures" shall mean those capital improvement expenses incurred in conjunction with an Infrastructure Project including, but not limited to, design engineering, geotechnical engineering, subsurface utility engineering, environmental studies, land acquisition, surveying, construction, inspection and project management.

"Chapter 381 Infrastructure Payment" shall mean one or more payments totaling in the aggregate an amount equal to ONE MILLION DOLLARS and NO/100 ($1,000,000.00) made by ONEOK to the County as a monetary contribution of financial resources to the County to be applied toward capital expenditures for an Infrastructure Project as contemplated by this Agreement.

"Chapter 381 Infrastructure Payment Date" shall mean November 1, 2019 and November 1, 2020.

"Chapter 381 Final Payment Date" shall mean November 31, 2029.

"Chapter 381 Community Impact Program Contribution (CIPC)" shall mean an amount equal to 1.50% of derived tax savings for each tax year as set forth in Section V of the Tax Abatement Agreement. The CIPC is intended to foster public-private investment in comprehensive literacy programs, promotion of the arts, public health, and an array of targeted civic infrastructure which supports economic and community development.

"Effective Date" shall mean the date this Agreement is executed by the last party to execute this Agreement.

"Infrastructure Project" shall mean or otherwise include one or more of the following projects:

a. EW-4 Extension and Improvements;

b. Kilgore Parkway Extension and Improvement;

c. Needlepoint Road Extension and Improvement;

d. County Park Improvements; and

e. Industrial Intermodal Support Infrastructure

"Program" means the economic development program established by the County pursuant to Chapter 381 of the Texas Local Government Code to promote local economic development and stimulate business and commercial activity within the County.

"Project" means ONEOK's planned construction of the new 5th fractionation facility to be constructed at its complex in Chambers County, with an estimated construction cost of $265,000,000.

"Tax Abatement Agreement" shall mean the Tax Abatement Agreement authorized and entered into by and between the County and ONEOK in conjunction with this Agreement, a copy of which is attached.

III. TERM

This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to the provisions of this Agreement, shall terminate thirty (30) days after the Chapter 381 Final Payment Date.

IV. CONDITIONS PRECEDENT

The County and ONEOK agree that as a condition of the Tax Abatement Agreement, ONEOK shall contribute the Chapter 381 Payments to the County as described in Article V. below.

V. CHAPTER 381 PAYMENTS

Upon the execution of the Tax Abatement Agreement, ONEOK agrees to tender the Chapter 381 Infrastructure Payments to the County for the Infrastructure Project no later than the specified Chapter 381 Infrastructure Payment Dates. ONEOK shall have the right to prepay at any time and in any amount all or any part of the Chapter 381 Infrastructure Payment without penalty. In furtherance of the development and administration of the Program, the County shall apply the Chapter 381 Infrastructure Payment (i) directly to the costs associated with any Infrastructure Project, or (ii) toward the reduction of debt service associated with bonds issued for any Infrastructure Project as that term is defined herein.

CIPC: Beginning on November 1, 2021, and on or before November 1 of each calendar year thereafter during the life of this Agreement, ONEOK shall contribute to the County CIP an amount equal 1.50 % of derived tax savings for each tax year as set forth in Section V of the Tax Abatement Agreement, until the Chapter 381 Final Payment Date. This contribution is provided for in Sections 381.004(b) and 381.004(c) of the Texas Local Government Code. Remittance of this contribution shall be separate and distinct from the remittance of the Chapter 381 Infrastructure Payments and

Administration Fees set forth respectively in Section II and Section IX of this Agreement.

VI. REPRESENTATIONS AND WARRANTIES

The County represents to ONEOK that it has the authority to establish the Program and enter into this Agreement and the Tax Abatement Agreement, and that it is duly authorized and empowered to establish the Program and enter into this Agreement and the Tax Abatement Agreement. The County further represents to ONEOK that the execution, delivery and performance by County and ONEOK of this Agreement will not (a) contravene any law or any order, writ, decree or injunction of any governmental authority, specifically including the provisions of the Texas Constitution and statutes governing the County, (b) conflict with, or result in a breach of any term, covenant, condition or provision of, or constitute a default under the terms of any agreement or instruments to which it is a party or by which it or any of its properties is bound, or (c) violate any provision of the organizational documents of County, the Texas Constitution, or Texas statutes governing the County; such that in the cases of either of clauses (a), (b), or (c), cause either the County or ONEOK to fail to comply with their respective obligations or receive the benefits under this Agreement or the Tax Abatement Agreement.

VII. LIABILITY

By this Agreement ONEOK assumes no obligation, duty or other responsibility with regard to any government function or service for which the County is responsible that is not otherwise addressed by this Agreement. In addition, ONEOK assumes no legal liability for the actions of the County through the execution of this Agreement. Except as otherwise provided in the Tax Abatement Agreement, the County assumes no obligation, duty or other responsibility with regard to any duty, right, obligation and/or responsibility associated with the Project for which ONEOK is responsible and made the subject of the Application and the Tax Abatement Agreement. In addition, the County assumes no legal liability for the actions of ONEOK or its successors or assigns by virtue of its execution of this Agreement.

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

VIII. DEFAULT AND TERMINATION

A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

As the County's sole and exclusive remedy for an Event of Default (as defined below) by ONEOK , the Tax Abatement Agreement executed in conjunction with this Agreement and identified herein shall automatically terminate if (i) ONEOK does not execute this Agreement within fifteen (15) days from the date this Agreement is approved and executed by the governing body of the County, or (ii) the County does not receive, on or before the Chapter 381 Infrastructure Payment Date, the Chapter 381 Infrastructure Payments in an amount equal to ONE MILLION DOLLARS and NO/100 ($1,000,000.00). Either event shall be considered an Event of Default as that term is defined under the Tax Abatement Agreement executed in conjunction with this Agreement and attached hereto. In the event the County terminates the Tax Abatement Agreement pursuant to this Article VIII, County shall refund any part of the Chapter 381 Infrastructure Payment that had been paid by ONEOK or its affiliates prior to the termination of the Tax Abatement Agreement within thirty (30) days of the date of termination of the Tax Abatement Agreement. County shall have no other remedy for an Event of Default by ONEOK of this Agreement other than the termination of the Tax Abatement Agreement as described in this Article VIII.

IX. ADMINISTRATION

This Agreement shall be administered on behalf of the County by the BAYTOWN WEST CHAMBERS COUNTY ECONOMIC DEVELOPMENT FOUNDATION (EDF). Upon completion of the Project, the County or its representative, the EDF, shall annually evaluate the Project to ensure compliance with this Agreement.

An administration fee will be assessed. Beginning on November 1, 2019 and on or before November 1, 2020, TARGA shall pay to the County an administration fee of 0.625% of the Chapter 381 Infrastructure Payment. This fee is considered payment for administrative services as provided for in Section 381.004 (c) of the Texas Local Government Code.

X. NOTICES

Any notice given under this Agreement must be in writing and may be given (i) by depositing it in the United States mail, registered or certified, with return receipt requested, addressed to the Party to be notified at the address set forth below, or at the last address for notice that the sending Party has for the receiving Party at the time of mailing, and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods for notice set forth in this sentence. Notice by United States mail as provided in (i) will be deemed delivered, whether or not actually received, three (3) days after the date of mailing. Payments to the County shall be made by check at the address set forth below (without copies), unless timely notice of change of address is given to ONEOK in writing within thirty (30) days prior to the Chapter 381

Final Payment Date. For purposes of this Article IX, the addresses of the Parties will, until changed as provided below, be as follows:

To ONEOK:

ONEOK HYDROCARBON, LP

C/O: KE ANDREWS
1900 DALROCK RD.
ROWLETT, TX 75088

To the COUNTY:

CHAMBERS COUNTY
HONORABLE COUNTY JUDGE JIMMY SYLVIA
404 WASHINGTON AVENUE
P.O. BOX 939
ANAHUAC, TX 77514

WITH A COPY TO:

BAYTOWN ECONOMIC DEVELOPMENT FOUNDATION
1300 ROLLINGBROOK DRIVE, STE. 505
BAYTOWN, TX 77521

Either Party may designate a different address by giving the other Party ten (10) days written notice.

XI. DISCLAIMER

Nothing herein shall confer upon any person, firm or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy or claim under this Agreement. All obligations hereunder of the Parties hereto shall be binding upon their respective successors and assigns.

ONEOK may assign this Agreement to an Affiliate provided that ONEOK shall provide written notice of such assignment to the County. Except as otherwise provided in the immediately preceding sentence, no rights, duties, obligations, interest or options of a Party under this Agreement may be assigned or otherwise made available to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned.

XII. SEVERABILITY AND SURVIVAL OF AGREEMENT

If any provision or application of this Agreement shall be held illegal, invalid or unenforceable by any court, the invalidity of such provision shall not affect or impair any of the remaining provisions of this Agreement.

XIII. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Chambers County, Texas. Nothing in this Agreement shall constitute a waiver by the County of its sovereign immunity rights. Nothing in this Agreement shall be construed as express or implied consent of the County to being sued.

XIV. MISCELLANEOUS PROVISIONS

The Parties to this Agreement declare and represent that no promise, inducement or other agreement not expressly contained herein has been made conferring any benefit upon any party. The Parties to this Agreement further declare and represent that this Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and that the terms of this Agreement are contractual and not recitals only.

In the event it becomes necessary for either Party to file a suit to enforce this Agreement or any provisions of this Agreement, the Party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing Party in such suit.

The terms contained in this Agreement represent the final agreement among the Parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. The Parties agree that in entering into this Agreement they have not relied upon any representation other than those contained in this Agreement. The Parties agree that they have read this Agreement, sought the advice of counsel, understand the terms of this Agreement and have executed this Agreement voluntarily.

In the event of a conflict between any of the provisions of this Agreement, on the one hand, and any of the provisions of the Tax Abatement Agreement, on the other hand, the provisions of the Tax Abatement Agreement shall control.

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By: ONEOK HYDROCARBON, LP

By: Tim Blake

(Signature)

Tim Blake VP of Tax

(Printed Name and Title)

8/5/19

(Date)

ATTEST:

Heather H. Hawthorne

(Signature)

Heather H. Hawthorne, Co. Clerk

(Printed Name and Title)

By: CHAMBERS COUNTY

By:

(Signature)

Jimmy Sylvia, County Judge

(Printed Name and Title)

July 19, 2019

(Date)

ATTEST:

Kim Baucom

(Signature)

Kim Baucom, Notary for Tim Blake

(Printed Name and Title)



CHAPTER 312

TAX ABATEMENT AGREEMENT

BETWEEN

CHAMBERS COUNTY, TEXAS,

AND

ONEOK HYDROCARBON, LP

STATE OF TEXAS	§
	§
COUNTY OF CHAMBERS	§

This Tax Abatement Agreement (hereinafter referred to as "the Agreement") is made, entered, and executed between **CHAMBERS COUNTY, TEXAS** acting through its **Commissioners Court** (hereinafter referred to as "the **COUNTY**"), and **ONEOK HYDROCARBON, LP**, (hereinafter referred to as "**ONEOK** "), the owner of taxable property in Chambers County, Texas, located in the **CITY OF MONT BELVIEU ONEOK REINVESTMENT ZONE** ("Reinvestment Zone"), designated by Resolution by the City of Mont Belvieu City Council, Ordinance No. 2018-011, a copy of which is attached as Exhibit A. The **COUNTY** and **ONEOK** are hereinafter collectively referred to as the "Parties" and sometimes individually referred to as a "Party."

This Agreement is made and entered into between the Parties in conjunction with a Chapter 381 Economic Development Agreement executed for the purpose of encouraging the development of primary employment and attracting major economic investments to the **COUNTY**.

I. AUTHORIZATION

This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, ("Tax Code") Chapter 312, V.T.C.A., following the designation of the Reinvestment Zone.

II. CONDITIONS PRECEDENT

The **COUNTY** properly approved the Abatement Application and authorized the **COUNTY** to enter into this Agreement with **ONEOK** for the abatement of certain ad valorem taxes pursuant to Chapter 312 of the Tax Code, as provided for in this Agreement. The parties agree that the representations contained in the Abatement Application are true and correct and are hereby incorporated into this Agreement.

III. DEFINITIONS

1. As used in this Agreement, the following terms shall have the meanings set forth below:

   a. The "2019 Certified Appraised Value" means the January 1, 2019 value of the property within the Reinvestment Zone as certified by the Chambers County Appraisal District as of that date.

   b. "Improvements" means the buildings or portions thereof and other improvements, including fixed machinery, equipment and process units, and other business personal property used for commercial or industrial purposes that are acquired and/or constructed by **ONEOK** on the property after January 1, 2019 and subject to *ad valorem* taxes.

   c. "Construction Phase" means a material and substantial improvement of the property which represents a separate and distinct construction operation undertaken for the purpose of constructing the Improvements. The period of Construction Phase ends when the Improvements are substantially completed and consistent with Article VIII entitled "Contemplated Improvements."

   d. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in the Reinvestment Zone designated for economic development purposes.

   e. "Abatement Application" means the Application for Tax Abatement dated August 14, 2018, submitted to the **COUNTY** by **ONEOK**.

   f. "Eligible Abatement Property" means the buildings, structures, fixed machinery, equipment and process units, business personal property and other Improvements subject to *ad valorem* taxes necessary to the operation and administration of the New Facility.

g. "New Eligible Abatement Property" means Eligible Abatement Property, the construction of which commences subsequent to the date of execution of this Agreement. A list of the New Eligible Abatement Property is set forth in the Abatement Application which is incorporated herein by reference and made a part hereof. During the Construction Phase of the New Eligible Abatement Property, **ONEOK** may make such change orders to the New Eligible Abatement Property as are reasonably necessary to accomplish its intended use.

h. "New Facility" has the meaning as set forth in Article VIII below.

i. "Ineligible Property" means land, inventories, supplies, tools, furnishings, and other forms of movable business personal property, including but not limited to, vehicles, vessels, aircraft, housing, hotel accommodations, deferred maintenance investments, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion, any improvements including those to produce, store, or distribute natural gas, fluids or gases, which are not necessary to the operation of the New Facility, and property that has an economic life of less than fifteen (15) years.

2. The guidelines and criteria for granting tax abatement in a reinvestment zone created in Chambers County, Texas, which were adopted by the **COUNTY**, are incorporated herein by reference, together with any applicable amendments. All definitions set forth therein are applicable to this Agreement. The Commissioners Court of Chambers County has determined that the terms of this Agreement meet the applicable guidelines and criteria for granting tax abatements in the Reinvestment Zone or have otherwise approved a variance from such guidelines and criteria as described in Article VI below.

IV. SUBJECT PROPERTY

3. The Reinvestment Zone designated by City of Mont Belvieu City Council Ordinance No. 2018-011 is an area within Chambers County, Texas, generally described in Exhibit "A" attached hereto and incorporated herein.

The 2019 Certified Appraised Value on site is:

Land Only	$610,730
Improvements	$ 0
TOTAL:	$610,730

V. VALUE AND TERM OF AGREEMENT

4. Following the date of final approval and execution of this Agreement by the Parties hereto, and as authorized by Sec. 312.007 of the Tax Code, this tax abatement shall be deferred and become effective for the abatement period beginning on January 1 for the valuation year cited below and ending on December 31st of the tenth (10th) year following the first year in which taxes are abated under this Agreement. For each year of the ten (10) year period that this Agreement is in effect, the amount of tax abatement shall be an amount equal to the percentage indicated below. The appraised value, as defined in the Property Tax Code, of New Eligible Abatement Property shall be abated in accordance with the following schedule:

Year Abated	Percentage of Value Abated
2021	**74%**
2022	**60%**
2023	**50%**
2024	**50%**
2025	**50%**
2026	**50%**
2027	**50%**
2028	**50%**
2029	**50%**
2030	**50%**

VI. VARIANCE GRANTED

5. As authorized by Section 4 of the guidelines and criteria established by the **COUNTY** the **COUNTY** hereby grants **ONEOK** a variance to the standard guidelines and criteria for tax abatements in a reinvestment zone. 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.

VII. TAXABILITY

6. During the period that this tax abatement is effective ("abatement period"):

a. The value of Ineligible Property shall be fully taxable;

b. The appraised value, as defined in the Property Tax Code, of New Eligible Abatement Property shall be abated as set forth above under the section entitled "VALUE AND TERM OF AGREEMENT."

VIII. CONTEMPLATED IMPROVEMENTS

7. As set forth in the Abatement Application which is incorporated herein for all purposes, **ONEOK** represents that it will construct the New Facility (Fractionator 5) with an approximate improvement cost and added value of **$ 265,000,000**. During the Construction Phase, **ONEOK** may make such change orders to the project as are reasonably necessary. All Improvements shall be completed in accordance with the Abatement Application and all applicable laws, ordinances, rules, or regulations. **ONEOK** agrees to limit the uses of the New Facility to uses consistent with the general purpose of encouraging development of the Reinvestment Zone during the term of this Agreement.

IX. EVENTS OF DEFAULT

8. During the abatement period covered by this Agreement, the **COUNTY** may declare a default hereunder by **ONEOK** if **ONEOK** (i) fails to commence construction of the New Facility within one (1) year from the date this Agreement is executed or (ii) fails to construct the New Facility or (iii) fails to comply with any of the material terms of this Agreement, or (iv) fails to comply with any of the terms of the Chapter 381 Economic Development Agreement executed in conjunction herewith, or (v) if any representation made by **ONEOK** in this Agreement is false or misleading in any material respect.

9. Notwithstanding the terms and conditions of Article X of the Chapter 381 Economic Development Agreement executed in conjunction herewith, if the **COUNTY** declares

that **ONEOK** is in default of this Agreement, the **COUNTY** shall notify **ONEOK** in writing. If such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated. In the case of a default for causes beyond **ONEOK's** reasonable control which cannot with due diligence be cured within the Cure Period, the Cure Period shall be deemed extended if **ONEOK** (i) shall notify the **COUNTY** of **ONEOK's** intention to institute steps reasonably necessary to cure such default, (ii) shall proceed to cure such default, and (iii) shall submit a proposed schedule for the completion of the New Facility, including the estimated date for completion of the New Facility, a reasonable explanation concerning the reason for the delay, and a reasonable estimate of the overall percent of the New Facility that is completed as of the date of such notice.

10. In the event **ONEOK** (i) allows its ad valorem taxes on the New Facility to become delinquent or fails to timely and properly follow the legal procedures for the protest and appeal of the ad valorem taxes on the New Facility or (ii) defaults under this Agreement and fails to cure, this Agreement may then be terminated. In the event of termination of this Agreement pursuant to the provisions of this paragraph, all taxes previously abated by virtue of this Agreement will be recaptured by the **COUNTY** and paid by **ONEOK** within sixty (60) days of the termination, together with penalties and interest as required by Sec. 312.205(a)(4) and (7) of the Tax Code. In the event of termination of this Agreement pursuant to the provisions of this paragraph, **ONEOK** agrees that it shall not withhold consent necessary for termination as required by Section 312.208(b) of the Tax Code.

11. In the event the New Facility is completed and begins producing product or services "on-specification," 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 New Facility no longer produces shall terminate, but there shall be no recapture of prior years' taxes abated by this Agreement. The taxes otherwise abated shall be paid to the **COUNTY** prior to the

delinquency date for such year. In no event shall **ONEOK** be required to pay such taxes within less than sixty (60) days of the termination.

X. ADMINISTRATION

12. 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 Facility, the **COUNTY** or its representative, the **EDF** shall annually evaluate the New Facility to ensure compliance with this Agreement.

13. 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 business personal property comprising this Reinvestment Zone and (ii) the full taxable value without abatement of the real and business personal property comprising this Reinvestment Zone. The Chief Appraiser shall record both the abatement taxable value and the full taxable value in the appraisal records. The full taxable value listed in the appraisal records shall be used to compute any recapture. Each year **ONEOK** shall furnish the Chief Appraiser with the information required by Chapter 22, Tax Code, V.T.C.A. Such information shall also be provided to the **COUNTY** in preparation of its annual evaluation for compliance with this Agreement. On or before May 1st of each year during the term of this Agreement, **ONEOK** agrees to certify annually to the governing body of each taxing unit that the New Facility is in material compliance with the terms of this Agreement.

14. If after notice of default and failure to cure, the **COUNTY** terminates this Agreement, it shall provide **ONEOK** written notice of such termination. In the event of termination, **ONEOK** may file suit in the Chambers County District Court appealing termination within ninety (90) days after receipt from the **COUNTY** of written notice of termination. If an appeal is filed, **ONEOK** shall remit to the **COUNTY** within sixty (60) days after receipt of the notice of termination, any recaptured taxes as may be payable during the pendency of the litigation under Section 42.08, Tax Code, V.T.C.A. If the final determination of the appeal increases **ONEOK 's** tax liability, **ONEOK** shall pay the additional tax to the **COUNTY** pursuant to Section 42.42, Tax Code, V.T.C.A. If the final determination of the appeal decreases

ONEOK tax liability, the **COUNTY** shall refund to **ONEOK** the difference between the amount of tax paid and the amount of tax for which **ONEOK** is liable together with interest pursuant to Section 42.43, Tax Code, V.T.C.A.

XI. ASSIGNMENT

15. **ONEOK** may assign this Agreement with the written consent of the **COUNTY**, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement and in the Chapter 381 Economic Development Agreement executed in conjunction herewith to the extent applicable. No assignment shall be approved if **ONEOK** or the assignee is delinquent in ad valorem taxes due the **COUNTY**.

XII. NOTICE

16. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be served when it is deposited, enclosed in a wrapper with the postage prepaid thereon, and by registered or certified mail, return receipt requested, in a United States Post Office, addressed to the **COUNTY** or **ONEOK** . If mailed, any notice shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To ONEOK:

ONEOK HYDROCARBON, LP

C/O: KE ANDREWS
1900 DALROCK RD.
ROWLETT, TX 75088

To the COUNTY:

CHAMBERS COUNTY
HONORABLE COUNTY JUDGE JIMMY SYLVIA
404 WASHINGTON AVENUE
P.O. BOX 939
ANAHUAC, TX 77514

WITH A COPY TO:

BAYTOWN ECONOMIC DEVELOPMENT FOUNDATION
1300 ROLLINGBROOK DRIVE, STE. 505
BAYTOWN, TX 77521

Either party may designate a different address by giving the other party ten (10) days written notice.

XIII. AUTHORITY

17. Each of the parties hereto represents and warrants to the other party that (i) it has all requisite power and authority to execute and deliver, to perform its obligations under and to consummate the transactions contemplated by this Agreement and (ii) the execution and delivery of this Agreement, the performance of its obligations under and the consummation by each party of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate authority on the part of **ONEOK** and by all requisite governmental authority on the part of the **COUNTY** and (iii) upon execution and delivery of this Agreement, this Agreement will constitute valid and binding legal obligations of such party.

XIV. EFFECTIVE DATE

18. This Agreement may be executed in counterparts and the effective date of the Agreement shall be the date the **COUNTY** executes this Agreement by and through its Commissioners Court, so authorizing, on the date of the countersignature hereto by the **CHAMBERS COUNTY JUDGE** on this 14th day of May, 2019.

XV. GOVERNING LAW

19. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Chambers County, Texas. Nothing in this Agreement shall constitute a voluntary waiver by the **COUNTY** of its governmental immunity rights. Nothing in this Agreement shall be construed as the express or implied consent of the **COUNTY** to being sued.

XVI. MISCELLANEOUS

20. In the event any further documentation or information is required for this agreement to be valid, then the Parties to this agreement shall provide or cause to be provided such documentation or information. The Parties shall execute and deliver such documentation, including but not limited to any amendments, corrections, deletions or additions as necessary to this Agreement provided however that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties. The Parties further agree that they shall do anything necessary to comply with any requirements to enable the full effect of this Agreement, provided, however that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties.

21. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

22. The **COUNTY** agrees to record a certified copy of this Agreement in the Deed Records of Chambers County, Texas.

23. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Chambers County, Texas.

24. This Agreement shall be subject to change, modification or, except in the event of default which has not been cured as provided herein, termination, only with the mutual written consent of the **COUNTY** and **ONEOK**.

25. This complete Agreement has been executed by the parties in multiple originals, each having full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

By: **ONEOK HYDROCARBON, LP**

By: Tim Blake
(Signature)

Tim Blake VP of Tax
(Printed Name and Title)

8/5/19
(Date)

ATTEST:

Kim Baucom
(Signature)

Kim Baucom, Notary
(Printed Name and Title)

By: **CHAMBERS COUNTY**

By: _____
(Signature)

Jimmy Sylvia County Judge
(Printed Name and Title)

July 15, 2019
(Date)

ATTEST:

Heather H. Hawthorne
(Signature)

Heather H. Hawthorne, County Clerk
(Printed Name and Title)

EXHIBIT A

KE ANDREWS
VALUATION • TAX • SOLUTIONS

K.E. Andrews & Company
1900 Dalrock Road
Rowlett, Texas 75088

August 14, 2018

The Honorable Judge Jimmy Sylvia
404 Washington Street
P.O. Box 939
Anahuac, Texas 77514

RE: Oneok Hydrocarbon, LP-Chapter 381 Tax Abatement Application

Dear Judge Sylvia:

Oneok Hydrocarbon, LP has approved and intends to construct its 5th fractionation facility (MB5) in Chambers County, Texas. The estimated investment for this project is $265,000,000. Construction is anticipated to commence in March of 2019, and is expected to be complete by January 2021, when the facility will also be fully operational. During construction, the facility will create 500 jobs and post construction the facility will employ at minimum 15, full-time, salaried employees for maintenance and operation.

On behalf of Oneok Hydrocarbon, LP it is our request that Chambers County consider the approval of a Texas Property Tax Code Chapter 381 Economic Development Agreement, a 10-year tax abatement in which the terms would be negotiated in accordance with the Chambers County Chapter 381 Economic Development Policy. Please find attached our application for the property tax agreement.

We look forward to discussing a potential agreement with you and the Commissioners Court. As always, we appreciate your time and consideration and thank you for allowing Oneok Hydrocarbon, LP to pursue continued growth within the City of Mont Belvieu and Chambers County.

If you have any questions, feel free to contact me via telephone or email at 469-298-1594 or mike@keatax.com

Sincerely,

Mike Fry

Mike Fry
Mike @keatax.com

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: August 15, 2018**

Company Name: Oneok Hydrocarbon, LP
Address: 100 West Fifth Street, Tax 14-5
City: Tulsa State: Oklahoma Zip-Code: 74102-0871

APPLICANT MUST SUBMIT ANNUAL REPORT. (See instructions).

Number of Employees: 15
Annual Sales: N/A
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: Oneok Hydrocarbon LP 9900 FM 1942, Mont Belvieu 77580
Attach map and/or aerial showing proposed site-*attached*

Jurisdictions:

School District Barbers Hill Independent School District
College District N/A

City or Town Mont Belvieu

Describe Product or Service

Project Description:

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 March /2019 Construction Man Years 500
Completion Date January/2021 Peak Construction Jobs 500

If Modernization:

Estimated Economic Life of Existing Plant N/A Years
Added Economic Life from Modernization N/A Years

Permanent Employment Estimates (PEE'S)

Current Plant Employment 0
Number of Plant Jobs ☐ Retained or ☒ Created
At start/opening 15 in year 2021
5 years into operation 15 in year 2026

Estimated Appraised Value on Site

	Personal	Improvements	Land
Value January 1 Preceding Abatement Agreement:	$0	$487,090	$610,730
Est. Value of Improvements:	$0	$265,000,000	$610,730
Est. Value of Abated Properties After Abatement Expires:	$0	$192,500,000	$610,730
Value upon Completion of Project – Personal Property and Project Improvements Not Subject To Abatement:	$ 0	$82,250,000	$610,730

VARIANCE

Is the applicant seeking a variance under Section 4 (e) of the guidelines? ☐ YES ☒ NO
If "YES", attach required supplementary information.

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.
City of Mont Belvieu; Application Date: TBD; Hearing Date: TBD;Jurisdiction: City of Mont Belvieu Contact: Nathan Watkins
Barbers Hill ISD; Application Date: TBD; Hearing Date: TBD; Contact: Dr. Greg Poole

COMPANY REPRESENTATIVE TO BE CONTACTED:

NAME: Mike Fry

Signature of Company Official
Tim Blake-VP Tax
Name & Title of Company Official

TITLE: Director-Energy Services

ADDRESS: 1900 Dalrock
CITY: Rowlett STATE: TX ZIP-CODE: 75088
TELEPHONE: 469-298-1594

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.

Oneok Hydrocarbon, LP

Project Description

Detailed Description and Process for Proposed Project

Oneok Hydrocarbon, LP is proposing to construct a 5th (fifth) Natural Gas Liquid (NGL) fractionation unit (MB5 Fractionation Plant) in Chambers County, Texas. The facility will be located in the northwestern portion of the county. Additionally, the entirety of the project will be within Barbers Hill Independent School District. Please find attached in Tab 11 maps that further define the location of the facility.

The facility itself is expected to have a total capacity of 125 KB per day of natural gas liquids, and will produce industrial gases including ethane, propane, butane, n-butane, and natural gasoline (CS+) products from incoming Y-Grade natural gas liquids (NGL's). Construction is anticipated to commence in March of 2019 and is projected to be complete by January 2021, when the plant will also be fully operational.

Oneoak Hydrocarbon, LP requests that this application includes but is not limited to the following components of this project:

- Pre-treatment Systems
- De-Ethanizer Unit
- De-Propanizer Unit
- De-Butanizer Unit
- Associated Towers
- Additional Storage Facilities for Y-grade liquids and other components
- All Appurtenant Components
- Heat Medium
- Gasoline Treater
- Compression Equipment
- Butane Splitter

The manufacturing process consists of first pre-treating the incoming NGL's with feed filter coalescers and amine contactors to remove any impurities such as particulates, sulfides and carbon dioxide. Any residual moisture is removed from the treated NGL's by dehydrators. The NGL's are then heated under pressure and fed into the De-Ethanizer Unit where it is separated into an overhead gas phase and an NGL phase. Ethane in the overhead gas phase is further purified and sent to product storage. The remaining NGL's are then heated under pressure and fed into an overhead gas phase and an NGL phase. Ethane in the overhead gas phase is further

purified and sent to product storage. The remaining NGL's are then heated under pressure and fed into the De-Propanizer Unit where it is separated into an overhead gas phase and an NGL phase. Propane in the overhead gas phase is further purified and sent to product storage.

The manufacturing process consists of first pre-treating the incoming NGL's with feed filters, coalescers and amine contactors to remove any impurities such as particulates, sulfides and carbon dioxide. Any residual moisture is removed from the treated NGL's by dehydrators. The NGL's are then heated under pressure and fed into the De-Ethanizer Unit where it is separated into an overhead gas phase and an NGL phase. Ethane in the overhead gas phase is further purified and sent to product storage. The remaining NGL's are then heated under pressure and fed into the De-Propanizer Unit where it is separated into an overhead gas phase and an NGL phase. Propane in the overhead gas phase is further purified and sent to product storage.

The remaining NGL's are then heated under pressure and fed into the De-Butanizer Unit where it is separated into an overhead gas phase of mixed Butanes and natural gasolines. The mixed Butane in the overhead gas phase is sent to the Butane Splitter (De-IsoButanizer) where it is separated into n-Butane and Iso-Butane. Natural gasoline are then sent off for purchase via pipeline.

The fractionation process is accomplished by applying heat and pressure to the mixture of raw NGL hydrocarbons and separating each discrete product at the different boiling points for each NGL component of the mixture. The raw NGL mixture is passed through a specific series of distillation towers: deethanizer, depropanizer, debutanizer, and deisobutanizer. The name of each of these towers corresponds to the NGL component that is separated in that tower. The raw NGL mixture first passes through the deethanizer, where its temperature is increased to the point where ethane (the lightest component) boils off the top of the tower as a gas and is condensed into a purity liquid that is routed to storage. The heavier components in the mixture at the bottom of the tower (i.e., propane, butane, iso-butane, and natural gasoline) are routed to the second tower (depropanizer), where the process is repeated and the net lightest component (propane) is separated. This process is repeated until the mixture of liquids has been separated into its purity components. This facility will also be built with the necessary equipment to produce International Grade Propane.

Demand for NGLs

Sources of U.S. NGL demand include petrochemical consumption, gasoline blending, heating and fuel, and exports. Demand is driven primarily by the petrochemical industry, which accounts for 40-50% of total consumption. The U.S. petrochemical industry uses NGL products as feedstock (i.e. raw material) to produce ethylene, propylene, and butadiene (also known as olefins).

The following factors influence demand for each individual NGL component:

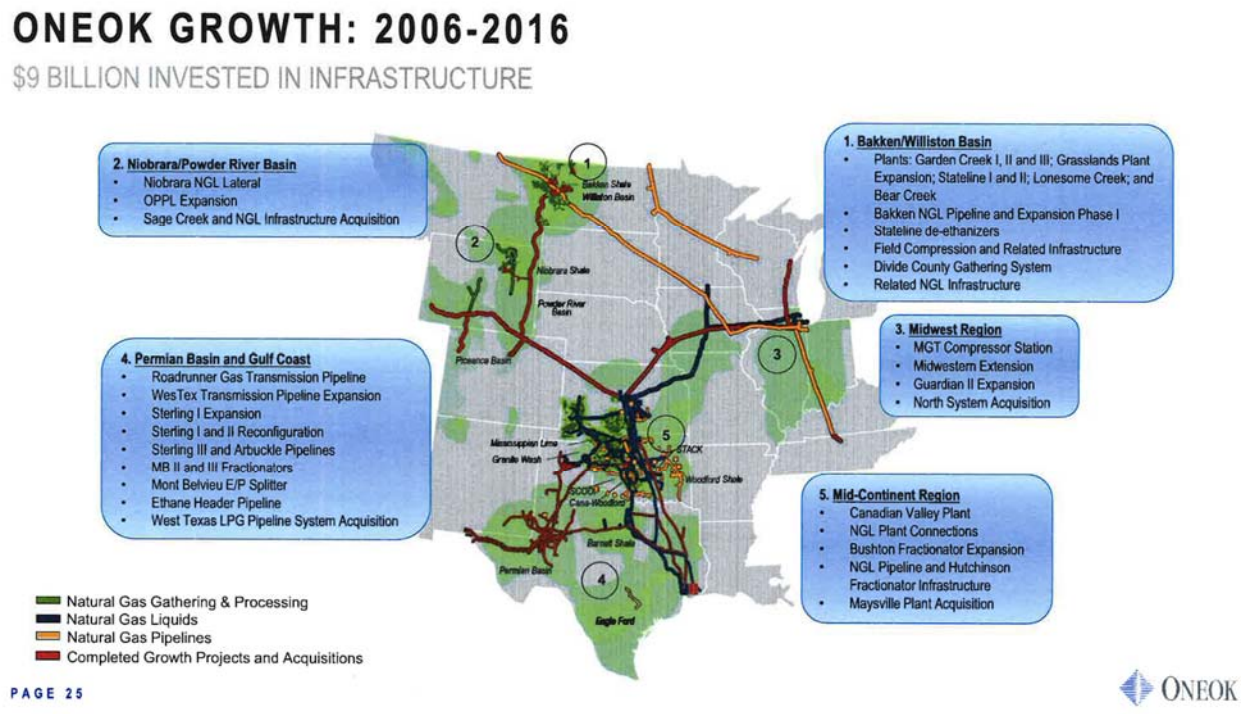
- **Ethane.** Essentially all of the ethane extracted from natural gas is consumed by the petrochemical industry as a feedstock for ethylene production. (Ethylene is a building block for polyethylene, which is the most popular plastic in the world.)
- **Propane.** Approximately 25-30% of propane is used as a feedstock by the petrochemical industry to produce ethylene and propylene. (Like ethylene, propylene is an important building block used in the manufacturing of plastics.) The bulk of the remaining demand for propane is primarily as a heating fuel in the residential and commercial markets.
- **Normal Butane.** Normal butane is used as a petrochemical feedstock for the production of ethylene and butadiene (used to make synthetic rubber), as a blendstock for motor gasoline, and as a feedstock to create isobutene.
- **Isobutane.** Isobutane has the same molecular formula as a normal butane, but a different structural formula (i.e., atoms are rearranged). Isobutane is used in refinery alkylation to enhance the octane content of motor gasoline.
- **Natural Gasoline.** Natural gasoline is used primarily as a blendstock.

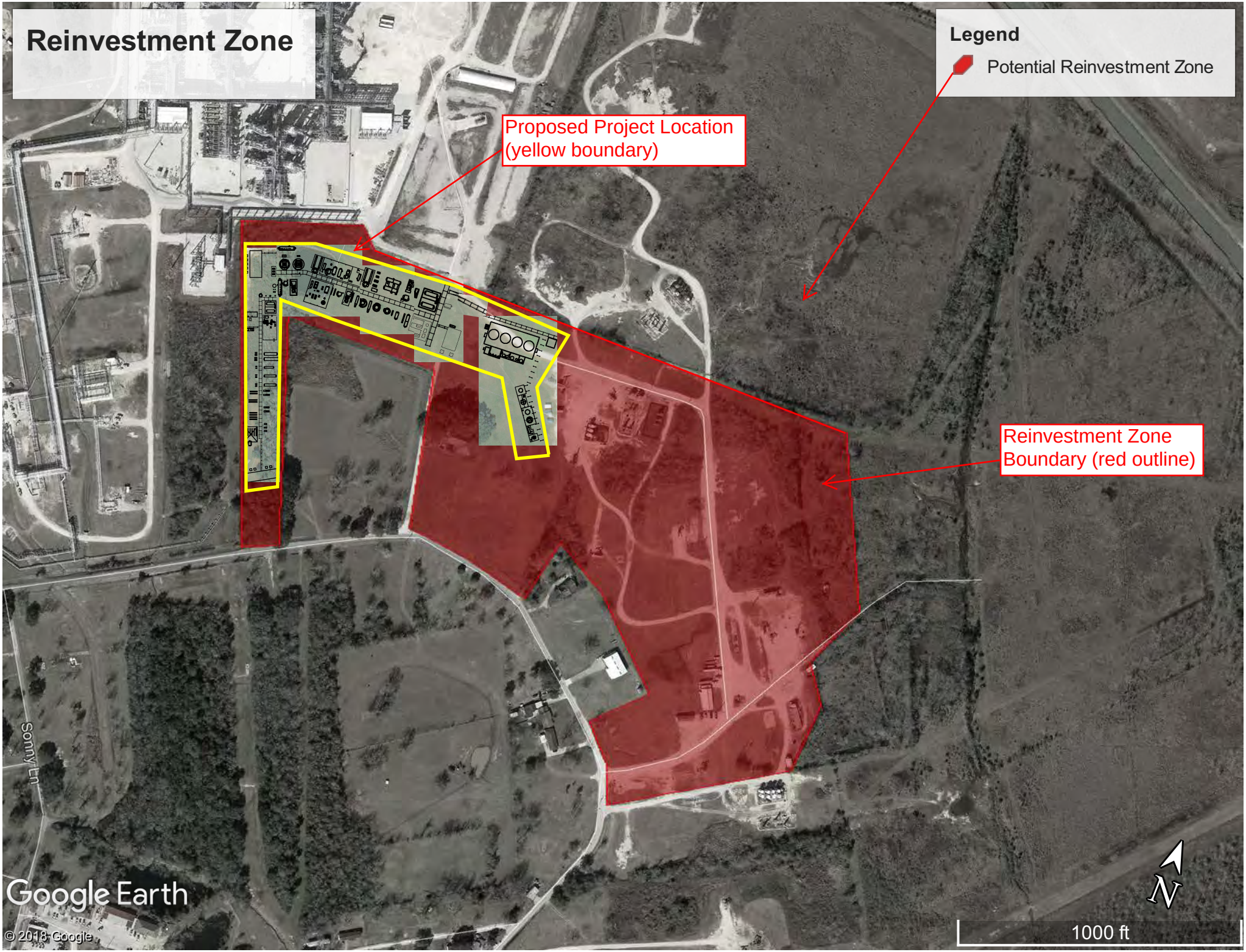
Oneok Hydrocarbon, LP is a premier energy company, specializing in midstream oil & gas operations. Currently, Oneok Hydrocarbon, LP operates over 2,600 miles of pipeline, 3 gas processing plants, and 6 fractionation facilities. Their operations are located in Kansas, Oklahoma, and Texas.

Oneok Hydrocarbon, LP

Oneok Hydrocarbon, LP is an energy company that primarily specializes in the gathering, fractionating, storing, and/or distributing of both NGL's and refined products. Oneok Hydrocarbon LP currently operates over 2,600 miles of pipeline, 3 gas processing plants, and 6 fractionation facilities. Locations for these operations include Kansas, Oklahoma, Texas as well as several other states.

The following map illustrates the company's current areas of operation. Additionally, please note the high level of activity in Region 5—an area that also serves as a competitive area for any new proposed project. Oneok Hydrocarbon, LP's existing infrastructure allows for a large degree of flexibility in determining the final location of any future facilities and investments. Capital is allocated to projects and locations based upon expected economic return. Large property tax liabilities affect cash flows and can drive down the economic return of a project, this would certainly lessen any projects chance of coming to completion in a taxable area without incentives vs, a project in an area with a lessened tax burden.




Reinvestment Zone
Legend
Potential Reinvestment Zone
Proposed Project Location
(yellow boundary)
Reinvestment Zone
Boundary (red outline)
Sonny Ln
Google Earth
© 2018 Google
N
1000 ft

ORDINANCE NO. 2011-009

AN ORDINANCE OF THE CITY OF MONT BELVIEU, TEXAS DESIGNATING A REINVESTMENT ZONE FOR PURPOSES OF TAX ABATEMENT FOR THE TAX ABATEMENT APPLICATION SUBMITTED BY ONEOK HYDROCARBON, L.P., A DELAWARE LIMITED PARTNERSHIP ITS ASSIGNS, AFFILIATES OR RELATED ENTITIES, WHICH INCLUDES BUT IS NOT LIMITED TO ONEOK NGL PIPELINE COMPANY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND ONEOK MONT BELVIEU STORAGE COMPANY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("ONEOK") ON JUNE 8, 2011

WHEREAS, the City Council of the City of Mont Belvieu (the "City") desires to make available tax abatement relief in the area which is the subject of this Ordinance in order to encourage the development of primary employment and to attract major investment;

WHEREAS, the City has elected to become eligible to participate in tax abatement under the provisions of the property Development and Tax Abatement Act, Tex. Tax. Code Chapter 312, Subchapter B;

WHEREAS, the City adopted guidelines and criteria governing tax abatement agreements in Ordinance 2011-006 dated May 16, 2011;

WHEREAS, the City properly complied with the notice requirements pursuant to Section 312.201(d) of the Tex. Tax Code and conducted a public hearing held on Monday, June 20, 2011, regarding the designation of the area identified in the attached Exhibit "A" as a reinvestment zone for tax abatement purposes, the deeds and legal descriptions of which are a matter of public record in Chambers County and in the office of the City Secretary of the City of Mont Belvieu, Texas;

WHEREAS, the City Council finds that the improvements sought within the designated reinvestment zone are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement entered into under Section 312.204 of the Tex. Tax. Code; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONT BELVIEU, TEXAS:

1. A reinvestment zone for the purposes of Chapter 312 of the Texas Tax Code is hereby established for the property identified in the attached Exhibit "A".

PASSED and **APPROVED** on this, the 20th day June, 2011.

_____
Nick Dixon, Mayor

ATTEST:

_____
City Secretary

GENERAL WARRANTY DEED

STATE OF TEXAS)
) ss.
COUNTY OF CHAMBERS)

OFFICIAL PUBLIC RECORDS
CHAMBERS COUNTY, TEXAS
Heather H. Hawthorne, County Clerk

That **B-J DYER FAMILY LIMITED PARTNERSHIP**, a Texas limited partnership, **CHARLES D. DYER** and **MARY BETH DYER**, husband and wife, **BRYANT DYER** and **RHONDA R. DYER**, husband and wife, **ANDY VIRUETTE, JR.** and **JULIE DYER VIRUETTE**, husband and wife (collectively, "Grantors"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) paid to Grantors and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged have GRANTED, SOLD and CONVEYED and do hereby GRANT, SELL and CONVEY unto **ONEOK MONT BELVIEU STORAGE COMPANY, L.L.C.**, a Delaware limited liability company ("Grantee"), all right title and interest of every kind and character, including any life estate, homestead, reversionary or easement rights (except as hereinafter provided) in and to that certain land located in the City of Mont Belvieu, Chambers County, Texas, being more particularly described on Exhibit "A", attached hereto and made a part hereof, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property") LESS AND EXCEPT any interest in and to oil, gas and other minerals or royalties therein and thereunder, and all rights, interests and estates of whatsoever nature incident thereto or arising therefrom, PROVIDED THAT Grantors shall retain no right to use the surface for production, development, ingress or egress or the right to use the surface in any way in connection therewith, and SUBJECT TO the easements, rights of way, gas storage agreements and gas storage easements, restrictive covenants of record, special assessments not yet due, and those items listed on Exhibit "B" attached hereto and made a part hereof; INCLUDING ANY ROLL-BACK TAXES AD

TO HAVE AND TO HOLD the Property unto the Grantee, Grantee's successors and assigns forever, subject to the reservation in favor of Grantors as provided above, and Grantors, their successors and assigns, hereby covenant, promise and agree to and with Grantee that (i) at the delivery of these presents that Grantors are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, and that the same are free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatsoever nature, except and subject to those matters described above, and (ii) Grantors do hereby bind themselves, their heirs, successors and assigns to warrant and forever defend, all and singular, the Property unto the said Grantee, its successors and assigns, against all persons whomsoever claiming or to claim the same or any part thereof.

2008 362261

EXECUTED as of the 15 th day of April, 2008, but effective for all purposes as of 4 : 45 P .m. central time on April 15, 2008.

B-J DYER FAMILY LIMITED PARTNERSHIP
a Texas limited partnership,

By:
(Signatories below execute this conveyance as both members of the Partnership and as individual interest holders)

Charles D. Dyer

Mary Beth Dyer aka Mary Elizabeth Dyer

Bryant Dyer

Rhonda R. Dyer

Andy Viruette, Jr.

Julie Dyer Viruette fka Julie Dyer Eades

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF Chambers)

This instrument was acknowledged before me on the15 th day of April , 2008, by **CHARLES D. DYER** and **MARY BETH DYER**, husband and wife, **BRYANT DYER** and **RHONDA R. DYER**, husband and wife, and **ANDY VIRUETTE, JR.** and **JULIE DYER VIRUETTE**, husband and wife, in their individual capacities and as partners in **B-J DYER FAMILY LIMITED PARTNERSHIP**, a Texas limited partnership.

Notary Public

Notary Commission No. _____

My Commission Expires:

DARLENE BENNETT
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXPIRES 05-06-2009

[SEAL]

EXHIBIT "A"

FIELD NOTES of a 27.92 acre tract of land situated in the Henry Griffith League, Abstract No. 12, Chambers County, Texas, being all of the following tracts of land:

A) residue of 10 acres called Tract 1, 4.75 acres called Tract 2, 1.61 acres called Tract 3, & 3.75 acres called Tract 4 conveyed to B-J Dyer Family Limited Partnership by Charles D. Dyer, et ux, by deed dated December 28, 2006, and recorded in Volume 923 at Page 706 of the Official Public Records of Chambers County, Texas.

B) 1 acre conveyed to Bryant Dyer, et ux, by Mary Beth Dyer, et vir, by deed recorded in Volume 453 at Page 234 of the Official Public Records of Chambers County, Texas.

C) residue of 4.75 acres conveyed to Charles D. Dyer by Virginia Lillich, et al, by deed recorded in Volume 345 at Page 498 of the Deed Records of Chambers County, Texas.

D) 4.7864 acres, 1.61 acres, a tract of land called Tract "A", & a tract of land called Tract "B" conveyed to Bryant Dyer, et al, by Hal K. Jarrell, Trustee, by deed dated December 16, 1997, and recorded in Volume 352 at Page 319 of the Official Public Records of Chambers County, Texas.

This 27.92 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DEED BEARINGS AND FOUND MONUMENTS IN THE NORTH AND SOUTH LINES OF SAID 4.7864 ACRES.

BEGINNING at a 1 ½ inch iron pipe found leaning for the Southeast corner of this tract of land, the Southeast corner of said 4.7864 acres, the Southwest corner of 4.75 acres called Tract 4D conveyed to Kinnie Lee Fitzgerald by W. L. Fitzgerald, Jr., by deed dated September 25, 1933, and recorded in Volume 36 at Page 623 of the Deed Records of Chambers County, Texas, and in the North line of 15.43 acres conveyed to B. G. Lawrence by P. O. Wood, et ux, by deed dated February, 1967, and recorded in volume 282 at Page 291 of the Deed Records of Chambers County, Texas.

THENCE South 85°48'45" West with a South line of this tract of land, the South line of said 4.7864 acres, and the North line of said 15.43 acres a distance of 141.39 feet to a 2 inch iron pipe found for an angle corner of this tract of land, the Southwest corner of said 4.7864 acres, the Southeast corner of said 4.75 acres called Tract 2, and an angle corner of said 15.43 acres.

THENCE South 58°53'39" West with a South line of this tract of land, a South line of said 4.75 acres called Tract 2, and the North line of said 15.43 acres a distance of 55.99 feet to a 2 inch iron pipe found for a Southwest corner of this tract of land, a Southwest corner of said 4.75 acres called Tract 2, the Northwest corner of said 15.43 acres, and in the East line of 1.61 acres awarded to Mary O. Scott by deed dated March 30, 1918, and recorded in Volume 309 at Page 667 of the Deed Records of Chambers County, Texas.

THENCE North 24°30'18" West with a West line of this tract of land, a West line of said 4.75 acres called Tract 2, and the East line of said 1.61 acres a distance of 28.67 feet to a 2 inch iron pipe found leaning for an interior corner of this tract of land, an interior corner of said 4.75 acres called Tract 2, and the Northeast corner of said 1.61 acres.

THENCE South 56°50'05" West with a South line of this tract of land, the South lines of said 4.75 acres called Tract 2, the South line of said 3.75 acres called Tract 4, the North line of said 1.61 acres, and the North line of 1.61 acres awarded to Mrs. S. E. Morgan by deed dated March 30, 1918, and recorded in Volume 309 at Page 667 of the Deed Records of Chambers County, Texas, at a distance of 97.66 feet found a 1 ½ inch iron pipe on line, in all a total distance of

126.71 feet to a 2 inch iron pipe found in concrete for an interior corner of this tract of land, the Northwest corner of said Morgan 1.61 acres, and the Northeast corner of said Bryant Dyer 1.61 acres.

THENCE South 21°37'52" East with an East line of this tract of land, the East line of said Bryant Dyer 1.61 acres, and the West line of said Morgan 1.61 acres a distance of 1102.57 feet to a ½ inch iron rod set for the Southeast corner of this tract of land, the Southeast corner of said Bryant Dyer 1.61 acres, and the Southwest corner of said Morgan 1.61 acres in the North right of way line of Winfree Road, 60 foot wide right of way.

THENCE South 57°23'05" West with a South line of this tract of land, the South line of said Bryant Dyer 1.61 acres, and the North right of way line of Winfree Road a distance of 65.11 feet to a ½ inch iron rod set for the Southwest corner of this tract of land, the Southwest corner of said Bryant Dyer 1.61 acres, and the Southeast corner of 1.61 acres awarded to Kinzey Lee Fitzgerald, et al, by deed dated March 30, 1918, and recorded in Volume 309 at Page 667 of the Deed Records of Chambers County, Texas.

THENCE North 21°37'52" West with a West line of this tract of land, the West line of said Bryant Dyer 1.61 acres, and the East line of said Fitzgerald 1.61 acres a distance of 1101.93 feet to a ½ inch iron rod set for an interior corner of this tract of land, the Northwest corner of said Bryant Dyer 1.61 acres, the Northeast corner of said Fitzgerald 1.61 acres, and in the South line of said 3.75 acres called Tract 4.

THENCE South 56°50'05" West with a South line of this tract of land, the South line of said 3.75 acres called Tract 4, the South line of said Tract "B", and the North line of said Fitzgerald 1.61 acres, at a distance of 60.92 feet found a 2 inch iron pipe on line, in all a total distance of 65.42 feet to a 1 inch iron pipe found for an angle corner of this tract of land, the Northwest corner of said Fitzgerald 1.61 acres, and a Northeast corner of part of 57.07 acres called Parcel "A" conveyed to Valero Refining Texas, L.P., by EOTT Energy Liquids, L.P., by deed recorded in Volume 669 at Page 586 of the Official Public Records of Chambers County, Texas. From this corner a capped iron rod found bears South 22°04'15" West a distance of 0.25 feet.

THENCE South 56°36'48" West with a South line of this tract of land, the South line of said Tract "B", and the North line of said part of 57.07 acres a distance of 65.24 feet to a 1 inch iron pipe found for an interior corner of this tract of land, a Northwest corner of said part of 57.07 acres, and the Northeast corner of said 1.61 acres called Tract 3.

THENCE South 21°37'52" East with an East line of this tract of land, the East line of said 1.61 acres called Tract 3, and the West line of said part of 57.07 acres a distance of 1100.39 feet to a ½ inch iron rod set for the Southeast corner of this tract of land, the Southeast corner of said 1.61 acres called Tract 3, and a Southwest corner of said part of 57.07 acres in the North line of said Winfree Road.

THENCE South 57°23'01" West with a South line of this tract of land, the South line of said 1.61 acres called Tract 3, and the North right of way line of Winfree Road, at a distance of 38.91 feet found a concrete monument on line, in all a total distance of 65.11 feet to a 5/8 inch iron rod inside a 1 inch iron pipe found for a Southwest corner of this tract of land, the Southwest corner of said 1.61 acres called Tract 3, and a Southeast corner of said part of 57.07 acres.

THENCE North 21°37'52" West with the West line of this tract of land, the West line of said 1.61 acres called Tract 3, and an East line of said part of 57.07 acres a distance of 1099.50 feet to a concrete monument found broken for a Northwest corner of this tract of land, the Northwest corner of said 1.61 acres called Tract 3, and an interior corner of said part of 57.07 acres.

THENCE North 56°36'48" East with a North line of this tract of land, the North line of said 1.61 acres called Tract 3, and a South line of said part of 57.07 acres, a distance of 2.95 feet to a

concrete monument found broken for a Southwest corner of this tract of land, the Southwest corner of said Tract "B", and a Southeast corner of said part of 57.07 acres.

THENCE North 21°45'25" West with a West line of this tract of land, the West line of said Tract "B", and an East line of said part of 57.07 acres a distance of 25.39 feet to a concrete monument found for an interior corner of this tract of land, the Northwest corner of said Tract "B", and an interior corner of said part of 57.07 acres.

THENCE North 41°14'12" East with a North line of this tract of land, the North line of said Tract "B", and a South line of said part of 57.07 acres a distance of 145.20 feet to a concrete monument found for an interior corner of this tract of land, the Northeast corner of said Tract "B", a Southeast corner of said part of 57.07 acres, and in the West line of said residue of 10 acres.

THENCE North 21°45'25" West with a West line of this tract of land, the West line of said residue of 10 acres, and an East line of said part of 57.07 acres a distance of 1507.93 feet found a concrete monument broken for an interior corner of this tract of land, the Southeast corner of said Tract "A", and a Northeast corner of said part of 57.07 acres at the South line of Fitzgerald Road, 60 foot wide right of way.

THENCE South 56°54'44" West with a South line of this tract of land, the South line of said Tract "A", the South right of way line of Fitzgerald Road, a North line of said part of 57.07 acres a distance of 25.00 feet to a ½ inch iron rod set for a Southwest corner of this tract of land, the Southwest corner of said Tract "A", and an interior corner of said part of 57.07 acres.

THENCE North 31°09'25" West with a West line of this tract of land, the West line of said Tract "A", and an East line of said part of 57.07 acres a distance of 30.01 feet to a ½ inch iron rod set for a Northwest corner of this tract of land, the Northwest corner of said Tract "A", and a Northeast corner of said part of 57.07 acres.

THENCE North 56°54'44" East with a North line of this tract of land, the North line of said Tract "A", the North line of said residue of 10 acres, and the South line of 47.37 acres called Parcel "B" conveyed to Valero Refining Texas, L.P., by EOTT Energy Liquids, L.P., by deed recorded in Volume 669 at Page 586 of the Official Public Records of Chambers County, Texas, at a distance of 28.90 feet found an aluminum disc on line, at a distance of 30.00 feet found a 3 inch iron pipe for the Northeast corner of said Tract "A", the Northwest corner of said residue of 10 acres, and the Southeast corner of said 47.37 acres, in all a total distance of 196.37 feet to a 5/8 inch iron rod found for an angle corner of this tract of land, an angle corner of said residue of 10 acres, and an angle corner of said 47.37 acres.

THENCE North 87°04'28" East with a North line of this tract of land, a North lines of said residue of 10 acres, 3.75 acres called Tract 4, 4.75 acres called Tract 2, 4.7864 acres, the South line of said 47.37 acres, and the South line of a 0.34 of an acre tract of land conveyed in Lease Agreement from Mary O. Scott, et vir, to Magnolia Pipe Line Company by instrument dated April 20, 1956, and recorded in Volume 177 at Page 633 of the Deed Records of Chambers County, Texas, at a distance of 386.82 feet found a 1 ½ inch iron pipe in concrete for the Northeast corner of said residue of 10 acres, and the Northwest corner of said 3.75 acres called Tract 4, in all a total distance of 801.61 feet to a ½ inch iron rod set for the Northeast corner of this tract of land, the Northeast corner of said 4.7864 acres, and the Northwest corner of said Fitzgerald 4.75 acres.

THENCE South 02°36'15" East with an East line of this tract of land, the East line of said 4.7864 acres, and the West line of said Fitzgerald 4.75 acres a distance of 1470.80 feet to the PLACE OF BEGINNING, containing within said boundaries 27.92 acres of land, more or less.

END OF EXHIBIT "A"

EXHIBIT "B"

1. Pipeline right of way dated July 12, 1965, recorded in Volume 265, Page 509 of the Deed Records of Chambers County, Texas, from Louise E. Eckman, et al to Sinclair Pipe Line Company. (Home Tract 7)

2. Pipeline right of way dated August 10, 1965, recorded in Volume 266, Page 267 of the Deed Records of Chambers County, Texas, from Lawson H. Davis, et al to Sinclair Pipe Line Company. (Home Tract 6)

3. Pipeline right of way dated September 24, 1965, recorded in Volume 268, Page 248 of the Deed Records of Chambers County, Texas, from Elda Fitzgerald to Sinclair Pipe Line Company. (Home Tract 11)

4. Pipeline right of way dated September 24, 1965, recorded in Volume 268, Page 359 of the Deed Records of Chambers County, Texas, from Mildred Somers, et al to Sinclair Pipe Line Company. (Home Tract 8)

5. Easement dated November 17, 1965, recorded in Volume 270, Page 259 of the Deed Records of Chambers County, Texas, from Willard Alvester Leavens to Houston Lighting and Power Company. (Home Tract 5)

6. Easement dated February 4, 1976, recorded in Volume 380, Page 721 of the Deed Records of Chambers County, Texas, from Charles D. Dyer to Houston Lighting and Power Company. (Home Tract 7)

7. Easement dated February 4, 1976, recorded in Volume 380, Page 725 of the Deed Records of Chambers County, Texas, from Mary Beth Dyer to Houston Lighting and Power Company. (Home Tract 11)

8. Terms, conditions and stipulations contained in that certain Agreement dated December 17, 1979 regarding the placement and width of underground storage wells, as described in Memorandum recorded in Volume 446, Page 312 of the Deed Records of Chambers County, Texas, by and between Tenneco Oil Company and Charles Dyer and Mary Beth Dyer. (Home Tracts 6, 7 and 11 and Oil Tracts 3 and 6)

9. Pipeline right of way dated December 17, 1979, recorded in Volume 455, Page 156 of the Deed Records of Chambers County, Texas, from Tenneco Oil Company to Charles Dyer. (Home Tract 8)

10. Pipeline right of way dated March 23, 1981, recorded in Volume 476, Page 27 of the Deed Records of Chambers County, Texas, from Charles D. Dyer, et ux to Matador Pipeline, Inc. (Home Tracts 8 and 11 and Oil Tract 3)

11. Pipeline right of way dated March 18, 1992, recorded in Volume 170, Page 896 of the Official Public Records of Chambers County, Texas, from Charles D. Dyer, et ux to Koch Pipelines, Inc., as amended by instrument dated April 15, 1993, recorded in Volume 205, Page 122 of the Official Public Records of Chambers County, Texas. (Home Tracts 7, 8 and 11 and Oil Tract 3)

12. Pipeline right of way dated March 19, 1992, recorded in Volume 170, Page 889 of the Official Public Records of Chambers County, Texas, from Charles D. Dyer et ux to Koch Pipelines, Inc. (Home Tract 7)

13. Pipeline easement rights conveyed in Gift Deed dated December 5, 1996, recorded in Volume 325, Page 245 of the Official Public Records of Chambers County, Texas, from Charles D. Dyer, et ux to Bryant Dyer and Julie Dyer Eades and reconveyed to Charles D. Dyer and Mary E. Dyer by Gift Deed dated June 15, 1999, recorded in Volume 453, Page 228 of the Official Public Records of Chambers County, Texas.

14. Royalty interests in and to all oil, gas and other minerals conveyed in Deed dated June 19, 1958, recorded in Volume 202, Page 218 of the Deed Records of Chambers County, Texas, from Elda Fitzgerald to Mildred Somers, et al.

15. All oil, gas and other minerals from an undivided interest in subject property reserved by conveyance of the Surface Estate Only in Deed dated May 28, 1973, recorded in Volume 348, Page 283 of the Deed Records of Chambers County, Texas, from Joe M. Davis, et al to Charles D. Dyer. (Oil Tract 6 and Home Tract 6)

16. All oil royalties from an undivided interest in subject property reserved in Deed dated June 20, 1975, recorded in Volume 369, Page 778 of the Deed Records of Chambers County, Texas, from Clyde V. Hornback, et al to Charles D. Dyer. (Oil Tract 6 and Home Tract 6)

17. All oil, gas and other minerals, together with the right of ingress and egress for the purpose of exploring for and developing same, reserved in Deed dated September 25, 1975, recorded in Volume 374, Page 477 of the Deed Records of Chambers County, Texas, from Elda Fitzgerald to Mary Beth Dyer. (Home Tract 11)

18. All oil, gas and other minerals, including salt, together with the right of ingress and egress for the purpose of exploring for and developing same, conveyed in Gift Deed dated December 5, 1996, recorded in Volume 325, Page 245 of the Official Public Records of Chambers County, Texas, from Charles D. Dyer, et ux to Bryant Dyer and Julie Dyer Eades, and reconveyed to Charles D. Dyer and Mary E. Dyer by Gift Deed dated June 15, 1999, recorded in Volume 453, Page 228 of the Official Public Records of Chambers County, Texas.

19. All oil, gas and other minerals in, under and that may be produced from subject property reserved in Deed dated December 28, 2006, recorded in Volume 923, Page 706 of the Official Public Records of Chambers County, Texas, from Charles D. Dyer, et ux to B-J Dyer Family Limited Partnership. (Home Tracts 6, 7 and 11 and Oil Tract 6)

20. Subject to the terms, conditions and stipulations contained in any valid and existing oil, gas and/or minerals lease affecting subject property, any ratifications or renewals thereof, any oil or gas units designated under the terms thereof, and/or the rights of all parties thereto and thereunder, including but not limited to those certain oil, gas and mineral leases recorded in Volume 16, Page 177, Volume 21, Page 291, Volume 30, Page 625, Volume 553, Pages 7, 11, 15, 19 and 23 and Volume 561, Pages 293, 297, 301, 305 and 309, all of the Deed Records of Chambers County, Texas, and in Volume 89, Page 290 of the Official Public Records of Chambers County, Texas.

END OF EXHIBIT "B"

2008 BK VOL PG
34761 OR 1036 106

FILED FOR RECORD IN:

Chambers County

ON: APR 21, 2008 AT 03:03P

AS A(N) Public Records

Heather H. Hawthorne, COUNTY CLERK

CLERK NUMBER 00034761

AMOUNT: 44.25

RECEIPT NUMBER 08229831

BY DNELSON

STATE OF TEXAS Chambers County
AS STAMPED HEREON BY ME. APR 21, 2008

Heather H. Hawthorne, COUNTY CLERK

Recorded: Anne B. Hulsey

LC AC - 20083261

OFFICIAL PUBLIC RECORDS
CHAMBERS COUNTY, TEXAS
Heather H. Hawthorne, County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

20134052

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **CECIL WILLIAM PARKER, JR.**, individually (hereinafter the "Grantor") in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto **ONEOK MONT BELVIEU STORAGE COMPANY, L.L.C.**, a Delaware limited liability company (hereinafter the "Grantee"), having a mailing address of 100 West Fifth Street, Tulsa, OK 74103, that certain real property located in Chambers County, Texas, being more particularly described on Exhibit "A", attached hereto and made a part hereof, together with all improvements thereon and all rights and appurtenances pertaining thereto, including, without limitation, any and all right, title and interest of Grantor in all roads, alleys, easements, streets, and ways adjacent thereto, and rights of ingress and egress thereto (collectively the "Property").

TO HAVE AND TO HOLD said described premises unto the Grantee, its successors and assigns forever, and Grantor, his successors and assigns, hereby covenants, promises and agrees to and with Grantee, at the delivery of these presents that Grantor is lawfully seized in his own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, and that the same are free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatsoever nature, except easements of record and special assessments not yet due.

IN WITNESS WHEREOF, the Grantor has executed this General Warranty Deed this 4 day of December, 2013.

Cecil William Parker, Jr.

Cecil William Parker, Jr.

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF CHAMBERS)

This instrument was acknowledged before me on the 4 day of December, 2013 by Cecil William Parker, Jr., known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.



anewkirk
Notary Public

Notary Commission No. _____

My commission expires: _____

[SEAL]

EXHIBIT "A"

Legal Description

TRACT 1

FIELD NOTES of 2.676 acre tract of land situated in the Henry Griffith League, Abstract No. 12, Chambers County, Texas, being out of and a part of that same 12.2429 acre tract of land conveyed to Cecil Parker, Jr., et ux, by Larry Gene Lawrence by deed dated September 27, 2004, and recorded in Volume 728 at Page 387 of the Official Public Records of Chambers County, Texas. This 2.676 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DEED BEARINGS AND FOUND MONUMENTS IN THE MOST NORTHERLY SOUTH LINE OF SAID 12.2429 ACRES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/2 inch iron rod found bent for the Northwest corner of this tract of land, an interior corner of said 12.2429 acres, in the South line of 9.573 acres called Tract 2, surveyed this date, and the Northeast corner of a 5.0865 acre tract of land conveyed to Chambers County Land Company, Trustee, by Douglas A. Williams, et ux, by deed dated December 2, 1987, and recorded in Volume 32 at Page 379 of the Official Public Records of Chambers County, Texas.

THENCE South 89°52'26" East with the North line of this tract of land, a South line of said Tract 2 a distance of 255.00 feet to a 1/2 inch iron rod set for the Northeast corner of this tract of land, and an interior corner of said Tract 2.

THENCE South 04°14'43" East with the East line of this tract of land and a West line of said Tract 2, over and across said 12.2429 acres a distance of 538.26 feet to a 1/2 inch iron rod set for the Southeast corner of this tract of land, a Southwest corner of said Tract 2, in a South line of said 12.2429 acres, and in the North right of way line of Winfree Road, 80 foot right of way.

THENCE North 82°05'44" West with the South line of this tract of land, the South line of said 12.2429 acres, and the North right of way of Winfree Road a distance of 195.80 feet to a 3/4 inch iron rod found bent for the Southwest corner of this tract of land, the Southwest corner of said 12.2429 acres, and an East corner of 0.4573 of an acre tract of land conveyed to Chambers County Land Company, Trustee by Pauline Taggart Mills in deed dated December 2, 1987, in Volume 32 at Page 397 of the Official Public Records of Chambers County, Texas.

THENCE North 11°12'46" West with a West line of this tract of land, a West line of said 12.2429 acres, and the East line of said 0.4573 of an acre a distance of 142.51 feet to a 5/8 inch iron rod found bent for an angle corner of this tract of land, an angle corner of said 12.2429 acres, the Northeast corner of said 0.4573 of an acre, and the Southeast corner of a said 5.0865 acres.

THENCE North 11°10'16" West with a West line of this tract of land, a West line of said 12.2429 acres, and the East line of said 5.0865 acres a distance of 377.79 feet to the PLACE OF BEGINNING, containing within said boundaries 2.676 acres of land, more or less.

TRACT 2

FIELD NOTES of 9.573 acre tract of land situated in the Henry Griffith League, Abstract No. 12, Chambers County, Texas, being out of and a part of that same 12.2429 acre tract of land conveyed to Cecil Parker, Jr., et ux, by Larry Gene Lawrence by deed dated September 27, 2004, and recorded in Volume 728 at Page 387 of the Official Public Records of Chambers County, Texas. This 9.573 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DEED BEARINGS AND FOUND MONUMENTS IN THE MOST NORTHERLY SOUTH LINE OF SAID 12.2429 ACRES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 4 inch iron pipe found for the Northwest corner of this tract of land, the Northwest corner of said 12.2429 acres, in the East line of a 1.61 acre tract of land awarded to Mary O. Scott by deed dated March 30, 1918, and recorded in Volume 309 at Page 667 of the Deed Records of Chambers County, Texas, and a Southwest corner of a 27.92 acre tract of land conveyed to ONEOK Mont Belvieu Storage Company, L.L.C., by B-J Dyer Family Limited Partnership by deed dated April 15, 2008, and recorded in Volume 1036 at Page 98 of the Official Public Records of Chambers County, Texas.

THENCE North 62°19'35" East with a North line of this tract of land, a North line of said 12.2429 acres, and a South line of said 27.92 acres a distance of 56.89 feet to a 3 inch iron pipe found for an angle corner of this tract of land, an angle corner of said 12.2429 acres, and an angle corner of said 27.92 acres.

THENCE North 88°04'00" East with a North line of this tract of land, a North line of said 12.2429 acres, the South line of said 27.92 acres, the South line of 4.75 acres conveyed to ONEOK Mont Belvieu Storage Company, L.L.C., by Philip R. Fitzgerald, et al, by deed dated April 29, 2008, and recorded in Volume 1037 at Page 661 of the Official Public Records of Chambers County, Texas, the South line of 4.75 acres awarded to K. M. Fitzgerald by deed dated March 30, 1918, and recorded in Volume 309 at Page 667 of the Deed Records of Chambers County, Texas, and the South line of a 4.75 acre tract of land conveyed to Jean Kelly Nicholson by Jean Kelly Nicholson, Executrix, by deed dated January 12, 2010, and recorded in Volume 1165 at Page 509 of the Official Public Records of Chambers County, Texas, a distance of 538.30 feet to a 1/2 inch iron rod set for an angle corner of this tract of land, an angle corner of said 12.2429 acres, and the Northwest corner of the residue of 33.3 acres conveyed to Larry Gene Lawrence by Charles Donald Lawrence by deed dated June 27, 2003, and recorded in Volume 627 at Page 315 of the Official Public Records of Chambers County, Texas.

THENCE in a Southerly direction with the North lines of this tract of land, the North lines of said 12.2429 acres, and a South or Southwest line of said residue of 33.3 acres the following courses to ½ inch iron rods set:

South 66°08'17" East, 156.95 feet;
South 54°21'39" East, 633.93 feet to a 1/2 inch iron rod set for the Northeast corner of this tract of land, the Northeast corner of said 12.2429 acres, and an interior corner of said residue of 33.3 acres.

THENCE South 03°24'11" West with the East line of this tract of land, the East line of said 12.2429 acres, the West line of said residue of 33.3 acres, and the West line of 0.5465 of an acre tract of land conveyed to Barbara Ann Austin by Enterprise Products Operating, LLC., by deed dated January 27, 2009, and recorded in Volume 1096 at Page 300 of the Official Public Records of Chambers County, Texas, at a distance of 283.12 feet found a 5/8 inch iron rod on line, in all a total distance of 446.46 feet to a 1/2 inch iron rod set for the Southeast corner of this tract of land, the Southeast corner of said 12.2429 acres, and a Northeast corner of Winfree Road, right of way width varies.

THENCE in a Northwesterly direction with the South lines of this tract of land, the South lines of said 12.2429 acres, and the North right of way lines of Winfree Road the following courses to 1/2 inch iron rods set:
North 84°11'08" West, 93.21 feet;
South 08°51'08" East, 7.30 feet;
North 85°45'08" West, 90.00 feet;
North 82°05'44" West, 95.54 feet to a 1/2 inch iron rod set for a Southwest corner of this tract of land and the Southeast corner of 2.676 acres called Tract 1 surveyed this date.

THENCE North 04°14'43" West with a West line of this tract of land and the East line of said Tract 1 a distance of 538.26 feet to a 1/2 inch iron rod set for an interior corner of this tract of land and the Northeast corner of said Tract 1.

THENCE North 89°52'26" West with a South line of this tract of land, a South line of said 12.2429 acres, the North line of said Tract 1, and the North line of a 5.0865 acre tract of land conveyed to Chambers County Land Company, Trustee, by Douglas A. Williams, et ux, by deed dated December 2, 1987, and recorded in Volume 32 at Page 379 of the Official Public Records of Chambers County, Texas, a distance of 807.06 feet to a 1/2 inch iron rod found bent for a Southwest corner of this tract of land, a Southwest corner of said 12.2429 acres, the Northwest corner of said 5.0865 acres, and in the East line of said 1.61 acres.

THENCE North 19°40'04" West with the West line of this tract of land, the West line of said 12.2429 acres, and the East line of said 1.61 acres a distance of 290.31 feet to the PLACE OF BEGINNING, containing within said boundaries 9.573 acres of land, more or less.

AND

TRACT 3
FIELD NOTES of a 1.618 acre tract of land situated in the Henry Griffith League, Abstract No. 12, Chambers County, Texas, being the same 1.61 acres conveyed to Rowena F. Young, et al, by Rowena Mulitz Mabry in deed dated November 24, 1997, and recorded in Volume 350 at Page

796 of the Official Public Records of Chambers County, Texas. This 1.618 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DEED BEARINGS AND FOUND MONUMENTS IN THE EAST LINE OF 27.92 ACRES CONVEYED TO ONEOK MONT BELVIEU STORAGE COMPANY, L.L.C. BY B-J DYER FAMILY LIMITED PARTNERSHIP IN DEED DATED APRIL 15, 2008, AND RECORDED IN VOLUME 1036 AT PAGE 98 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/2 inch iron rod set for the Southeast corner of this tract of land, the Southeast corner of said 1.61 acres, and the Southwest corner of 1.61 acres awarded to Mary O. Scott in deed dated March 30, 1918, and recorded in Volume 309 at Page 667 of the Deed Records of Chambers County, Texas, in the North right of way line of Winfree Road, 60 foot wide right of way.

THENCE South 57°23'05" West with the South line of this tract of land, the South line of said 1.61 acres, and the North right of way line of Winfree Road a distance of 65.11 feet to a 1/2 inch iron rod found (bent) for the Southwest corner of this tract of land, the Southwest corner of said 1.61 acres, and a Southeast corner of said 27.92 acres.

THENCE North 21°37"57" West with the West line of this tract of land, the West line of said 1.61 acres, and an East line of said 27.92 acres a distance of 1102.57 feet to a 2 inch iron pipe found for the Northwest corner of this tract of land, the Northwest corner of said 1.61 acres, and an interior corner of said 27.92 acres.

THENCE North 56°50'05" East with the North line of this tract of land, the North line of said 1.61 acres, and a South line of said 27.92 acres a distance of 65.23 feet to a 1/2 inch iron rod set for the Northeast corner of this tract of land, the Northeast corner of said 1.61 acres, and the Northwest corner of said Scott 1.61 acres.

THENCE South 21°37'57" East with the East line of this tract of land, the East line of said 1.61 acres, and the West line of said Scott 1.61 acres a distance of 1103.21 feet to the PLACE OF BEGINNING, containing within said boundaries 1.618 acres of land, more or less.

2013	BK	VOL	PG
90045	OR	1462	606

FILED FOR RECORD IN:

Chambers County

ON: DEC 04, 2013 AT 03:44P

AS A(N) Public Records

Heather H. Hawthorne, COUNTY CLERK

CLERK NUMBER 90045 PAGES 7

AMOUNT: 36.00

RECEIPT NUMBER 13290894

BY MRHAME

STATE OF TEXAS Chambers County
AS STAMPED HEREON BY ME. DEC 04, 2013

Heather H. Hawthorne, COUNTY CLERK

Recorded: _____

CCAC

2012 BK VOL PG
74363 OR 1333 354

OFFICIAL PUBLIC RECORDS
CHAMBERS COUNTY, TEXAS
Heather H. Hawthorne, County Clerk

20123823

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

MARY LOU SCOTT SHORT, individually, **AND NANCY WETZEL WEST,** as independent executrix of the Estate of Ellaine Scott Evers also known as Ellaine S. Pool, deceased **AND JEAN KELLY NICHOLSON,** individually, **AND BARCLAY NICHOLSON,** individually, whose mailing address is _____, (hereinafter collectively the "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey unto **ONEOK MONT BELVIEU STORAGE COMPANY, L.L.C.**, a Delaware limited liability company, whose mailing address is 100 West Fifth Street, Tulsa, OK 74103 ("Grantee"), that certain real property located in Chambers County, Texas, being more particularly described on Exhibit "A", attached hereto and made a part hereof, together with all improvements thereon and all rights and appurtenances pertaining thereto, including, without limitation, any and all right, title and interest of Grantor in all roads, alleys, easements, streets and ways adjacent thereto, and rights of egress and ingress thereto (collectively the "Property") LESS AND EXCEPT any interest in and to oil, gas and other minerals or royalties therein, thereon, and thereunder, and all rights, interests and estates of whatsoever nature incident thereto or arising therefrom, PROVIDED THAT Grantor shall retain no right to use the surface for production, development, ingress or egress or the right to use the surface in any way in connection therewith, EXCEPT Grantor's lessors, at their choosing, shall retain the right of production, development, ingress or egress and the right to use the surface in a reasonable manner to develop the minerals therein, thereon, and thereunder, and warrant the title to the same.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors, TO WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of this 19 day of April, 2012.

Mary Lou Scott Short

Nancy Wetzel West, as independent executrix of the Estate of Ellaine Scott Evers also known as Ellaine S. Pool, deceased

Jean Kelly Nicholson

Barclay Nicholson

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of April, 2012 by Mary Lou Scott Short, known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

_____
Notary Public

Notary Commission No. _____

My commission expires: _____

[SEAL]

STATE OF Texas)
) ss.
COUNTY OF Dallas)

This instrument was acknowledged before me on the 19 day of April, 2012 by Nancy Wetzel West, as independent executrix of the Estate of Ellaine Scott Evers also known as Ellaine S. Pool, deceased, known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Victoria Landry
Notary Public

Notary Commission No. _____

My commission expires: October 07, 2014

[SEAL]

VICTORIA LANDRY
Notary Public, State of Texas
My Commission Expires
October 07, 2014

EXECUTED as of this 27 day of April, 2012.

Mary Lou Scott Short
Mary Lou Scott Short

Nancy Wetzel West
Nancy Wetzel West, as independent executrix of the Estate of Ellaine Scott Evers also known as Ellaine S. Pool, deceased

Jean Kelly Nicholson

Barclay Nicholson

ACKNOWLEDGEMENT

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on the 27th day of April, 2012 by Mary Lou Scott Short, known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Cindy L. Hickman
Notary Public

Notary Commission No. _____

My commission expires: _____

[SEAL]

CINDY L. HICKMAN
Notary Public, State of Texas
My Commission Expires 03-14-2013

STATE OF Texas)
) ss.
COUNTY OF Dallas)

This instrument was acknowledged before me on the 19 day of April, 2012 by Nancy Wetzel West, as independent executrix of the Estate of Ellaine Scott Evers also known as Ellaine S. Pool, deceased, known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Victoria Landry
Notary Public

Notary Commission No. _____

My commission expires: October 07, 2014

[SEAL]

VICTORIA LANDRY
Notary Public, State of Texas
My Commission Expires
October 07, 2014

EXECUTED as of this 27 day of April, 2012.

Mary Lou Scott Short

Nancy Wetzel West, as independent executrix of the Estate of Ellaine Scott Evers also known as Ellaine S. Pool, deceased

Jean Kelly Nicholson

Barclay Nicholson

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on the 27th day of April, 2012 by Jean Kelly Nicholson, known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Notary Public

CINDY L. HICKMAN
Notary Public, State of Texas
My Commission Expires 03-14-2013

Notary Commission No. _____

My commission expires: _____

[SEAL]

STATE OF Texas)
) ss.
COUNTY OF Harris)

This instrument was acknowledged before me on the 27th day of April, 2012 by Barclay Nicholson, known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Notary Public

CINDY L. HICKMAN
Notary Public, State of Texas
My Commission Expires 03-14-2013

Notary Commission No. _____

My commission expires: _____

[SEAL]

EXHIBIT "A"

Legal Description

TRACT 1: 1.61 acres of land, more or less, out of the Henry Griffith Survey, Abstract No. 12, Chambers County, Texas, and being Lot 1 of the Fitzgerald Oil Tracts, and being the same land more particularly described as Lot 1C in the partition of the Fitzgerald Estate, styled T. S. Fitzgerald vs. F. M. Fitzgerald, et al, Case No. 157, dated March 20, 1918, recorded in Volume A, Page 143, of the District Court Minutes of Chambers County, Texas.

TRACT 2: FIELD NOTES of 4.767 acre tract of land situated in the Henry Griffith League, Abstract No. 12 , Chambers County, Texas, being that same 4.75 acre tract of land conveyed to Barclay Nicholson by Susan K. Hogan, Trustee, in deed dated September 29, 2010, and recorded in Volume 1227 at Page 547 of the Official Public Records of Chambers County, Texas. This 4.767 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: BEARINGS ARE BASED ON DEED BEARINGS AND FOUND MONUMENTS IN THE EAST LINE OF 27.92 ACRES CONVEYED TO ONEOK MONT BELVIEU STORAGE COMPANY, L.L.C., BY B-J DYER FAMILY LIMITED PARTNERSHIP BY DEED DATED APRIL 15, 2008, AND RECORDED IN VOLUME 1036 AT PAGE 98 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1 ¼ inch iron pipe found for the Northeast corner of this tract of land, the Northeast corner of said 4.75 acres, the Northwest corner of a 50.44 acre tract of land conveyed to ERG Operating Company, Inc., by The Likover 1994 Family Limited Partnership by deed dated April 1, 2005, and recorded in Volume 781 at Page 97 of the Official Public Records of Chambers County, Texas, and in the South line of 47.37 acres called Parcel "B" and conveyed to Valero Refining Texas, L.P., by EOTT Energy Liquids, L.P., by deed dated December 31, 2003, and recorded in Volume 669 at Page 586 of the Official Public Records of Chambers County, Texas.

THENCE South 02°36'15" East with the East line of this tract of land, the East line of said 4.75 acres, and the West line of said 50.44 acres a distance of 1459.28 feet to a 2 ½ inch iron pipe found for the Southeast corner of this tract of land, the Southeast corner of said 4.75 acres, and the Southwest corner of said 50.44 acres in the North line of the residue of 33.3 acres conveyed to Larry Gene Lawrence by Charles Donald Lawrence by deed dated June 27, 2003, and recorded in Volume 627 at Page 315 of the Official Public Records of Chambers County, Texas.

THENCE South 85°48'45" West with the South line of this tract of land, the South line of said 4.75 acres, and the North line of said residue of 33.3 acres a distance of 142.22 feet to a nail set in a gravel road for the Southwest corner of this tract of land, the Southwest corner of said 4.75 acres, and the Southeast corner of a 4.75 acre tract of land conveyed to Rowena F. Young, et al, by Rowena Mulitz Mabry by deed dated November 24, 1997, and recorded in Volume 350 at Page 796 of the Official Public Records of Chambers County, Texas. From this corner a 2 inch iron pipe found for an interior corner of said 27.92 acres, and a Northwest corner of 12.2429 acre tract of land conveyed to Cecil Parker, Jr., et ux, by Larry Gene Lawrence by deed dated September 27, 2004, and recorded in Volume 728 at Page 387 of the Official Public Records of Chambers County, Texas bears South 85°48'45" West a distance of 567.17 feet.

THENCE North 02°36'15" West with the West line of this tract of land, the West line of said Nicholson 4.75 acres, and the East line of said Young 4.75 acres a distance of 1462.08 feet to an iron pipe found in concrete for the Northwest corner of this tract of land, the Northwest corner of said Nicholson 4.75 acres, and the Northeast corner of said Young 4.75 acres in the South line of said 47.37 acres.

THENCE North 86°56'31" East with the North line of this tract of land, the North line of said Nicholson 4.75 acres, and the South line of said 47.37 acres a distance of 142.17 feet to the PLACE OF BEGINNING, containing within said boundaries 4.767 acres of land, more or less.

2012 BK VOL PG
74363 OR 1333 363

FILED FOR RECORD IN:

Chambers County

ON: APR 30, 2012 AT 03:55P

AS A(N) Public Records

Heather H. Hawthorne, COUNTY CLERK

CLERK NUMBER 74363 PAGES 10

AMOUNT: 48.00

RECEIPT NUMBER 12272377

BY REDMONDS

STATE OF TEXAS
AS STAMPED HEREON BY ME. Chambers County
APR 30, 2012

Heather H. Hawthorne, COUNTY CLERK

Recorded: _____

OFFICIAL PUBLIC RECORDS
CHAMBERS COUNTY, TEXAS
Heather H. Hawthorne, County Clerk

2015 BK VOL PG
105547 OR 1590 524

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CHAMBERS)

MONT BELVIEU CAVERNS, LLC, a Delaware limited liability company (hereinafter "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey unto **ONEOK MONT BELVIEU STORAGE COMPANY, L.L.C.**, a Delaware limited liability company, whose mailing address is 100 West Fifth Street, Tulsa, OK 74103 (hereinafter "Grantee"), that certain real property located in Chambers County, Texas, being more particularly described on Exhibit "A", attached hereto and made a part hereof, together with all improvements thereon and all rights and appurtenances pertaining thereto, including, without limitation, any and all right, title and interest of Grantor in all roads, alleys, easements, streets and ways adjacent thereto, and rights of egress and ingress thereto (collectively, the "Property").

GRANTEE ACKNOWLEDGES THAT IT IS ACCEPTING THIS CONVEYANCE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS and Grantor has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding, or relating to: (a) the condition, suitability for any particular purpose, soil bearing capacity, or susceptibility to flooding of the Property, (b) the value or marketability of the Property, (c) any use and occupancy restrictions applicable to the Property, (d) the compliance of the Property with environmental laws and laws and regulations relating to hazardous substances, toxic waste and underground storage tanks, (e) the compliance of the Property with all other legal requirements, or (f) any other matter affecting or relating to the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors, TO WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

14000333106/33/GK ②

STEWART TITLE

COMMERCIAL SERVICES
stewart title
1980 Post Oak Blvd., Ste. #110
Houston, Texas 77056

EXECUTED as of this 13 day of August, 2015.

Mont Belvieu Caverns, LLC, a Delaware limited liability company

By: _____
Name: Leonard W. Mallett
Title: Group Sr. Vice President, Engineering

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 13 day of August, 2015 by LEONARD MALLETT, SR.V.P of Mont Belvieu Caverns, LLC, a Delaware limited liability company, known to me to be the person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

_____
Notary Public

NOTARY PUBLIC STATE OF TEXAS
N JO SHIREY
My Commission Expires
July 9, 2017

Notary Commission No. _____

My commission expires: _____

[SEAL]

EXHIBIT "A"

Legal Description

METES AND BOUNDS DESCRIPTION OF TRACT 1
28.241 ACRES (1,230,197 SQUARE FEET)
HENRY GRIFFITH SURVEY, ABSTRACT NUMBER 12, CHAMBERS COUNTY, TEXAS

Being a tract or parcel containing 28.241 acres (1,230,197 square feet) of land situated in the Henry Griffith Survey, Abstract Number 12, Chambers County, Texas; being part of and out of a called 28.22 acre tract of land conveyed to MONT BELVIEU CAVERNS, LLC as described in a deed recorded Volume 1374, Page 176 of the Official Public Records of Chambers County, Texas (O.R.P.C.C.T.). (Bearings shown hereon are referenced to Texas State Plane Coordinate System, South Central Zone, NAD83. Distances hereon are ground surface and may be converted to grid by multiplying a combined scale factor of 0.9999019536)

POINT OF BEGINNING (P.O.B.-TRACT 1) at a 2-inch iron pipe found in the easterly right-of-way (R/W) line of Winfree Road (called 60' R/W) marking the northwest corner of a called 33.27 acre tract of land conveyed to ONEOK Mont Belvieu Storage Company, L.L.C. as described in deed recorded in Volume 1353, Page 689 O.P.R.C.C.T., and marking a south corner of the aforesaid 28.22 acre tract; from which, a 5/8-inch iron rod bent found in said R/W line and the westerly line of said 33.27 acre tract bears South 07° 08' 55" East, a distance of 191.91 feet;

THENCE, along the westerly line of said 28.22 acre tract and said easterly R/W line of Winfree Road with the following courses,

North 20° 58' 19" West, a distance of 82.80 feet to a 1/2-inch iron rod (bent) found for corner;
North 30° 09' 36" West, a distance of 58.92 feet to a 1/2-inch iron rod with cap stamped "CHANDLER" found for corner;
North 37° 53' 54" West, a distance of 30.64 feet to a 1/2-inch iron rod with cap stamped "CHANDLER" found for corner;
North 47° 35' 28" West, a distance of 54.31 feet to a 1/2-inch iron rod with cap stamped "CHANDLER" found for corner;
North 51° 19' 28" West, a distance of 73.93 feet to a 5/8-inch iron rod with cap found marking the south corner of a called 0.2296 of an acre tract of land conveyed to Enterprise Products Texas Operating, LLC as described in deed recorded in Volume 1023, Page 390 O.P.R.C.C.T., and a southwest corner of said 28.22 acre tract and the herein described tract;

THENCE, North 38° 06' 05" East, departing said R/W line, along a northerly line of said 28.22 acre tract, and the southeast line of said 0.2296 acre tract, at a distance of 99.77 feet passing a 1/2-inch iron rod found marking the east corner of said 0.2296 acre tract, in all a total distance of 209.50 feet to a 3/4-inch iron pipe (bent) found for the east corner of a called 0.640 acre tract of land conveyed to Ben Lamar Bean as described in deed recorded in

Volume 1034, Page 732 O.P.R.C.C.T., marking a west corner of said 28.22 acre tract and the herein described tract; from which, a 1/2-inch iron rod with cap found bears South 21° 30' 53" East, a distance of 0.48 foot;

THENCE, North 51° 35' 13" West, along the westerly line of said 28.22 acre tract and the herein described tract, a distance of 414.59 feet to a 1/2-inch iron rod with cap stamped "H&H LAND" found marking the north corner of a called 0.93 acre tract of land conveyed to Suzanne Cornelius as described in deed recorded in Volume 1282, Page 311 O.P.R.C.C.T., and marking a east corner of a called 0.5465 acre tract of land conveyed to Barbara Ann Austin as described in deed recorded in Volume 1096, Page 300 O.P.R.C.C.T., and marking a west corner of said 28.22 acre tract and the herein described tract;

THENCE, North 53° 29' 06" West, along the east line of said 0.5465 acre tract, the westerly line of said 28.22 acre tract and the herein described tract, a distance of 128.41 feet to a 5/8-inch iron rod found for the northeast corner of said 0.5465 acre tract and a west corner of said 28.22 acre tract and the herein described tract;

THENCE, North 81° 25' 53" West, continuing along the common line of said 0.5465 acre tract, said 28.22 acre tract and the herein described tract, a distance of 117.59 feet to a 5/8-inch iron rod found in the southeast line of a compiled 12.249 acre tract of land conveyed to ONEOK Mont Belvieu Storage Company, L.L.C. as described in deed recorded in Volume 1462, Page 600 O.P.R.C.C.T., marking the northwest corner of said 0.5465 acre tract, a west corner of said 28.22 acre tract and the herein described tract; from which, a 1/2-inch iron rod with cap stamped "H&H LAND" found in said southeast line of 12.249 acre tract bears South 01° 09' 53" West, a distance of 198.89 feet;

THENCE, North 01° 14' 18" East, along the southeast line of said 12.249 acre tract, westerly line of said 28.22 acre tract and the herein described tract, a distance of 283.11 feet to a 1/2-inch iron rod with cap stamped "CHANDLER" found marking the northeast corner of said 12.249 acre tract, a west corner of said 28.22 acre tract and the herein described tract;

THENCE, North 56° 34' 22" West, continuing along the southeast line of said 12.249 acre tract, westerly line of said 28.22 acre tract and the herein described tract, a distance of 634.13 feet to a 1/2-inch iron rod with cap stamped "CHANDLER" found marking a north corner of said 12.249 acre tract, a west corner of said 28.22 acre tract and the herein described tract;

THENCE, North 68° 23' 44" West, along the northeast line of said 12.249 acre tract, westerly line of said 28.22 acre tract and the herein described tract, a distance of 156.80 feet to a 1/2-inch iron rod with cap stamped "CHANDLER" found in the south line of a called 4.763 acre tract of land conveyed to ONEOK Mont Belvieu Storage Company, L.L.C. as described in deed recorded in Volume 1319, Page 63 O.P.R.C.C.T., marking a north corner of said 12.249 acre tract, the northwest corner of said 28.22 acre tract and the herein described tract;

THENCE, North 86° 00' 31" East, along the north line of said 28.22 acre tract and the herein described tract, a distance of 169.79 feet to a 2-inch iron pipe found marking the southeast corner of a called 4.75 acre tract of land conveyed to ONEOK Mont Belvieu Storage Company, L.L.C. as described in deed recorded in Volume 1333, Page 354 O.P.R.C.C.T., and

marking the southwest corner of a called 50.44 acre tract of land conveyed to ONEOK Mont Belvieu Storage Company, L.L.C. as described in deed recorded in Volume 1506, Page 433 O.P.R.C.C.T., and marking a north corner of said 28.22 acre tract and the herein described tract;

THENCE, North 86° 16' 38" East, along the south line of said 50.44 acre tract, the north line of said 28.22 acre tract and the herein described tract, a distance of 1,140.63 feet to a 1-1/4-inch galvanized iron pipe found marking the northwest corner of a called 43.09 acre tract of land conveyed to ONEOK Mont Belvieu Storage Company, L.L.C. as described in deed recorded in Volume 1353, Page 317 O.P.R.C.C.T., and marking the northeast corner of said 28.22 acre tract and the herein described tract; from which, a 4-inch steel post (leaning) found marking a southeast corner of said 50.44 acre tract bears North 86° 02' 03" East, a distance of 244.71 feet;

THENCE, along the westerly line of said 43.09 acre tract, the easterly line of said 28.22 acre tract and the herein described tract with the following courses,

South 28° 19' 28" East, a distance of 372.82 feet to a 4-inch steel post found for corner;
South 32° 08' 26" East, a distance of 46.88 feet to a 4-inch steel post found for corner;
South 35° 07' 27" East, a distance of 385.21 feet to a 4-inch steel post found for corner;
South 49° 26' 36" East, a distance of 31.09 feet to a 4-inch steel post found for corner;
South 21° 46' 00" West, a distance of 107.65 feet to a 4-inch steel post found for corner;
South 33° 51' 03" East, a distance of 174.06 feet to a 4-inch steel post found for corner;
South 04° 34' 35" West, a distance of 214.83 feet to a 3/4-inch iron rod with cap stamped "MPH INC" set for corner;
South 43° 52' 14" East, a distance of 15.41 feet to a 1-1/4-inch galvanized iron pipe found in the northwest line of said 33.27 acre tract, marking the southeast corner of said 28.22 acre tract and the herein described tract;

THENCE, South 56° 57' 45" West, along the northwest line of said 33.27 acre tract, the southeast line of said 28.22 acre tract and the herein described tract, a distance of 650.59 feet to the **POINT OF BEGINNING** and containing 28.241 acres (1,230,197 square feet) of land. This description is based on a plat or map made by Morris P. Hebert, Inc., dated July 8, 2015. MPH Project Number 12116.

METES AND BOUNDS DESCRIPTION OF TRACT 3
6.343 ACRES (276,298 SQUARE FEET)
HENRY GRIFFITH SURVEY, ABSTRACT NUMBER 12, CHAMBERS COUNTY, TEXAS

Being a tract or parcel containing 6.343 acres (276,298 square feet) of land situated in the Henry Griffith Survey, Abstract Number 12, Chambers County, Texas; being part of and out of a called 19.43 acre tract of land conveyed to MONT BELVIEU CAVERNS, LLC as described in a deed recorded Volume 1480, Page 117 of the Official Public Records of Chambers County, Texas (O.R.P.C.C.T.). (Bearings shown hereon are referenced to Texas State Plane Coordinate System, South Central Zone, NAD83. Distances hereon are ground surface and may be converted to grid by multiplying a combined scale factor of 0.9999019536)

POINT OF BEGINNING (P.O.B.-TRACT 3) at a 3/4-inch iron rod with aluminum cap found in the southerly right-of-way (R/W) line of Farm to Market Highway Number 565 (FM 565) (70' wide R/W) marking the northeast corner of a called 22.00 acre tract of land conveyed to ONEOK Mont Belvieu Storage Company, L.L.C. as described in deed recorded in Volume 1353, Page 645 O.P.R.C.C.T., and marking the northwest corner of the aforesaid 19.43 acre tract and the herein described tract; from which, a 3/4-inch iron rod found marking a northwest corner of a residue of a called 157.686 acre tract of land conveyed to Equistar Chemicals, LP as described in deed recorded in Volume 362, Page 1 O.P.R.C.C.T., and marking the southwest corner of said 19.43 acre tract bears South 07° 05' 08" East, a distance of 797.52 feet;

THENCE, along the southerly R/W line of said FM 565, the northerly line of said 19.43 acre tract and the herein described tract with the following courses,

North 58° 55' 53" East, a distance of 13.59 feet to a 1/2-inch iron rod with cap found for the point of curvature of a non-tangent curve to the right;

In a northeasterly direction, 294.57 feet along the arc of said curve to the right, having a radius of 485.92 feet, a central angle of 34° 44' 00", a chord bearing and distance of North 73° 55' 05" East – 290.08 feet to a 3/4-inch iron rod with cap stamped "MPH INC" set for the point of tangency of said curve to the right; from which, a 1-inch iron pipe found bears South 58° 44' West, a distance of 1.61 feet;

South 88° 46' 52" East, a distance of 419.41 feet to a 1/2-inch iron rod found for the point of curvature of a non-tangent curve to the left; from which, a 1/2-inch iron rod with cap found bears South 86° 31' West, a distance of 5.91 feet;

In a northeasterly direction, 318.67 feet along the arc of said curve to the left, having a radius of 600.07 feet, a central angle of 30° 25' 38", a chord bearing and distance of North 75° 55' 53" East – 314.94 feet to a Texas Department of Transportation concrete monument found for the point of tangency of said curve to the left and marking the northeast corner of the herein described tract; from which, a 1/2-inch iron rod with cap found bears North 45° 09' East, a distance of 0.26 of a foot;

THENCE, South 33° 03' 34" East, departing said R/W line and the northerly line of said 19.43 acre tract, along the east line of the herein described tract, over and across said 19.43 acre tract, a distance of 28.14 feet to a 5/8-inch iron rod with cap found for the southeast corner of the herein described tract;

THENCE, South 57° 11' 07" West, along the south line of the herein described tract, a distance of 1,153.19 feet to a 3/4-inch iron rod with cap stamped "MPH INC" set in the east line of said 22.00 acre tract and the west line of said 19.43 acre tract marking the southwest corner of the herein described tract; from which, a 5/8-inch iron rod with cap found bears South 62° 22' West, a distance of 0.58 feet;

THENCE, North 07° 05' 08" West, along the east line of said 22.00 acre tract, the west line of said 19.43 acre tract and the herein described tract, a distance of 497.33 feet to the **POINT OF BEGINNING** and containing 6.343 acres (276,298 square feet) of land. This description is based on a plat or map made by Morris P. Hebert, Inc., dated July 8, 2015. MPH Project Number 12116.

FILED FOR RECORD IN:

Chambers County

ON: AUG 18, 2015 AT 11:36A

AS A(N) Public Records

Heather H. Hawthorne, COUNTY CLERK

CLERK NUMBER 105547 PAGES 7

AMOUNT: 50.00

RECEIPT NUMBER 15309600

BY JPITTS

STATE OF TEXAS Chambers County
AS STAMPED HEREON BY ME. AUG 18, 2015

Heather H. Hawthorne, COUNTY CLERK

Recorded

7- Stewart Title
See Above

Attachment

X

Guidelines and Criteria for Reinvestment Zone

ORDINANCE NO. 2011-006

AN ORDINANCE PROVIDING FOR ELIGIBILITY TO PARTICIPATE IN TAX ABATEMENT, MAKING CERTAIN FINDINGS OF FACT, AND ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT AGREEMENTS FOR THE CITY OF MONT BELVIEU IN ACCORDANCE WITH CHAPTER 312 OF THE TEXAS TAX CODE.

WHEREAS, pursuant to Chapter 312 of the Texas Tax Code, the City must elect to become eligible to participate in tax abatement;

WHEREAS, pursuant to Chapter 312 of the Texas Tax Code, certain tax abatement guidelines and criteria are necessary prior to the creation of a reinvestment zone or prior to entering into a tax abatement agreement;

WHEREAS, the prior tax abatement guidelines and criteria established by the City of Mont Belvieu expired on February 23, 2011;

WHEREAS, the City Council of the City of Mont Belvieu finds and determines that the guidelines and criteria as hereinafter set out are in the best interest of the City of Mont Belvieu to encourage certain types of development to the exclusion of others;

WHEREAS, the City Council of the City of Mont Belvieu reaffirms its absolute discretion to approve and/or reject any applicant for tax abatement, whether or not an application meets the criteria and/or guidelines as herein stated; and

WHEREAS, the City Council of the City of Mont Belvieu finds and determines that it should consider application for tax abatement and enter into tax abatement agreements which provide for tax abatements under criteria established by other taxing entities without city participation;

NOW, THREFORE,
BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF MONT BELVIEU, TEXAS:

That pursuant to the provisions of Section 312.002(a) of the Texas Tax Code, the City of Mont Belvieu does hereby elect to become eligible to participate in tax abatement and hereby adopts the following tax abatement guidelines and criteria pursuant to 312.002(d):

Section 1.

The property subject to the abatement must be located within the city limits of the City of Mont Belvieu, Texas. Eligible business shall include any business duly authorized to operate in the State of Texas.

Section 2.

Eligible activities for which a tax abatement may be granted shall include the lesser of either the additional assessed value over the base year value or actual investment resulting from construction of acquisition of fixed assets.

Section 3.

The standard abatement formula that may be permitted in any abatement agreement shall be:

1.) Abatement shall not exceed five (5) years, beginning on January 1st after the signing of the tax abatement agreement.

2.) Years one (1), two (2), and three (3) will be one hundred percent (100%) abatement.

3.) Year four (4) will be at seventy five percent (75%) abatement.

4.) Year five (5) will be at fifty percent (50%) abatement.

5.) Year six (6) the abatement expires and all taxes are paid.

Section 4.

The City Council reserves the right to offer different terms in furtherance of the public interest. Conditions which justify non-standard terms and percentages of abatement include projects over $10,000,000 million dollars of value, over twenty (20) new proposed jobs created or public infrastructure contributions.

Section 5.

The City may consider an application for abatement when entering into a tax abatement agreement which provides for no abatement to be granted by the City, but which provides for an abatement to be granted by other taxing entities to the extent of the limitations provided under their guidelines and criteria.

Section 6.

In the event that one or more of the provisions contained in this Ordinance shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Ordinance shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect.

PASS AND APPROVED on this the 16th day of May, 2011.

Nick Dixon

Nick Dixon, Mayor

ATTEST:

Phyllis Sockwell

Phyllis Sockwell, City Secretary