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STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("**Agreement**") is entered into this 26th day of September, 2023, by and between AmeriPort Building 19, LLC, a Texas limited corporation ("**APB19**"), and Chambers County, Texas ("**County**") (APB19 and the County are sometimes referred to herein together as the "parties" and individually as a "party").

WITNESSETH:

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381 of the Texas Local Government Code ("**Chapter 381**"), the County Commissioners Court of Chambers County, Texas ("**County Commissioners Court**") is authorized to develop and administer a program for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation, provided the execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211 of Chapter 312 of the Texas Tax Code ("**Chapter 312**"), as if the County Commissioners Court were a governing body of a municipality; and

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

WHEREAS, on the 26th day of April 2022, the County Commissioners Court adopted an Economic Development Policy (**"Chapter 312 Policy"**), setting forth policy, guidelines, and criteria for economic development incentives provided by the County under Chapter 312, a copy of which is attached as **Exhibit "A-1"**; and

WHEREAS, on the 25th day of July 2023, the County Commissioners Court approved a proposal for tax abatement submitted by APB19 (the **"Tax Abatement Proposal",** a copy of which is attached as **Exhibit "B"),** in accordance with County policy; and

WHEREAS, on the 12th day of September 2023, the County Commissioners Court passed an Order establishing the AmeriPort Building19 Reinvestment Zone ("**Zone**"), in accordance with Chapter 312, after complying with all the relevant notice requirements under Chapter 312. A copy of the Order is attached as **Exhibit "C"**; and

WHEREAS, APB19 owns the Premises, as hereinafter defined, and APB19 expects to develop and construct thereon a warehouse to be leased and operated as a warehouse and distribution facility with all necessary and auxiliary improvements for the storage and distribution of goods (the **"Distribution Facility**"), as described in the Tax Abatement Proposal; and

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WHEREAS, the Premises and Distribution Facility are located entirely within the County and the Zone; and

WHEREAS, the County finds that the terms of this Agreement and the development of the Premises and proposed Distribution Facility promote economic development in the County and, as such, satisfies requirements of the Chapter 381 Policy; and

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

WHEREAS, the abatement of taxes is contingent on full execution and completion of certain improvements to the EW4 Roadway. A copy of the EW4 Roadway Construction Schedule and related improvements is attached as **Exhibit "D"**; and

NOW, **THEREFORE**, the County, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the expansion of primary employment, the attraction of major investment in the County, increased payroll that contributes to the economic development of the County, enhancement of the tax base in the County and certain Chapter 381 PILOT Payments as defined in this Agreement; and APB19, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Section 381.004 of Chapter 381, hereby contract, covenant, and agree as follows:

Section 1. Definitions

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

"**Affiliate**" shall mean any Person directly or indirectly controlling, controlled by, or under common control with APB19. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

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

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

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"**Financing Party**" shall mean the lenders, security holders, investors, equity providers, and others providing financing or refinancing to or on behalf of APB19, for the development, construction, ownership, operation, or maintenance of the Distribution Facility or any portion thereof, or any trustee or agent acting on behalf of any of the foregoing.

"**Force Majeure**" shall mean, without limitation, Acts of God or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action, fire, explosions, floods, strikes, adverse weather, or any other extraordinary event beyond the control of APB19 (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

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

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

"Permanent Employee" shall mean a person whose employment is both permanent and full-time as reflected in the applicable payroll system of APB19 Tenant, or an entity controlled by or under common control with APB19 Tenant who is expected or scheduled to work at least [1,800] hours in a twelve-month period as an employee.

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

"**Premises**" shall mean all that parcel of land and improvements owned by APB19 as hereinafter described in Exhibits B and C attached hereto.

"**APB19 Tenant**" shall mean Palmer Logistics.

"**APB19 Tenant Situs Inventory**" shall mean the assessed value of personal property and inventory not owned by APB19 that is located on the property subject to taxation.

"Undocumented Worker" means an individual who, at the time of employment by APB19 or APB Tenant, is not: (i) lawfully admitted for permanent residence to the United States, or (ii) authorized under law to be employed in that manner in the United States.

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Section 2. General Provisions

A. **County Authorization**. This Agreement was authorized by the County Commissioners Court and was approved by the affirmative vote of a majority of the County Commissioners Court at its regularly scheduled County Commissioners Court meeting on the 26th day of September, 2023, authorizing the County Judge to execute this Agreement on behalf of the County.

B. **APB19 Authorization**. The undersigned officer of APB19 has authority to execute this Agreement on behalf of the APB19.

C. **Compliance**. The parties intend for this Agreement to comply with Chapter 381 and, to the extent practicable, Sections 312.204, 312.205, and 312.211 of Chapter 312, as if the County Commissioners Court were a governing body of a municipality. The County has determined that this Agreement satisfies all requirements for tax abatement set forth in the Chapter 381 Policy. To the extent that this Agreement deviates from a requirement of the Chapter 381 Policy, the County hereby grants APB19 a variance from such deviation.

D. **Ownership of Premises**. The Premises will be owned by APB19 or an APB19 Affiliate, and in no event shall be owned by any member of the County Commissioners Court.

Section 3. Permitting

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

Section 4. Tax Abatement

The County hereby grants APB19 a tax abatement with respect to the Distribution Facility. The tax abatement shall begin on January 1, 2025, and shall continue for 10 years.

In each year of this 10-year period, the tax abatement shall equal one hundred percent (100 %) of the County Property Tax (including all general, I&S and road and bridge ad valorem taxes of the County) imposed on the Eligible Property Value.

In each year of this 10-year period, the tax abatement shall equal one hundred percent (100 %) of the property taxes imposed on the Eligible Property Value by the Chambers County School Equalization District.

DocuSign Envelope ID: 5C7678D6-9770-4F94-9230-E4EFA854A5D1

Section 5. APB19's Payments to County

For each year in which APB19 receives abatement under Section 4, APB19 agrees to tender to County, on or prior to the Payment Deadline, all payments due under this Agreement by check or other mechanism acceptable to County. Such payments shall include the following:

A. **Chapter 381 PILOT Payments.** Chapter 381 PILOT Payments shall mean for calendar years 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033 and 2034, a payment from APB19 to County equal to fifty percent (50%) of the County Property Tax abated pursuant to this Agreement.

B. **Chapter 381 Community Impact Program Contribution (CIPC).** The CPIC shall equal 3.00% of the tax savings derived from the County Tax abated each year pursuant to this 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. This contribution is provided for in Sections 381.004(b) and 381.004(c) of the Texas Local Government Code.

C. **Chapter 381 Administration Fee.** The Administration Fee shall equal 0.625% of the Chapter 381 Payment for each calendar year cited in Section 5.A. This fee is considered payment for Chapter 381 administrative services as provided for in Section 381.004(c) of the Texas Local Government Code.

D. **Chambers County School Equalization District Payment in Lieu of Tax (CCSED PILOT).** The CCSED PILOT Payment shall equal one hundred percent (100%) of the CCSED Tax abated each year pursuant to this Agreement.

Section 6. Covenants

A. **Construction Covenant**. APB19 or an APB19 Affiliate covenant to substantially complete, or cause to be substantially completed, on or before January 1, 2025, construction of the Distribution Facility and those certain improvements to the EW4 Roadway, specific to and within the boundaries of Chambers County Improvement District #2, as required by this Agreement ("**Construction Covenants**"), provided that APB19 or a APB19 Affiliate shall have such additional time as may be required by the effects of Force Majeure.

B. **Operation Covenant**. APB19 or a APB19 Affiliate ensure that APB19 or APB19 Tenant shall maintain and operate the Distribution Facility in accordance with prudent industry standards and applicable law (unless prevented by Force Majeure) and in a manner that is consistent with the general purpose of encouraging development within the Zone.

DocuSign Envelope ID: 5C7678D6-9770-4F94-9230-E4EFA854A5D1

C. **Property Tax Covenant.** Throughout the term of this Agreement, APB19 shall timely pay all property taxes imposed by the County on Ineligible Property Value; provided that APB19 shall have the right to contest in good faith the validity or application of any such property tax assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.

D. **Inventory Covenant.** The County, APB19 or an APB19 Affiliate**,** and APB19 Tenant agree and expect that APB19 Tenant shall report the assessed taxable value of APB19 Tenant Situs Inventory in the Distribution Facility, and the aggregate assessed taxable inventory value it manages in the County on the January 1st valuation date each year for the Years 2025 – 2034.

E. **Best Efforts to Increase Local Employment Covenant.** APB19 and APB19 Tenant represent and agree that the agreed to development and operation of the Distribution Facility will stimulate employment and the local economy. To this end, APB19 and APB19 Tenant represent and agree to the following:

a. APB19 reasonably expects a quarterly average of fifty (50) new construction jobs to be generated at the Premises during the Construction Phase for the Distribution Facility.

b. APB19 Tenant represents and agrees that commencing at the time the Distribution Facility is fully operational, reasonably expected by January 1, 2025, at least fifty (50) Permanent Employee positions will be created at the Distribution Facility and maintained throughout the abatement term.

c. APB19 represents and agrees it will use commercially reasonable good faith efforts to fill these construction jobs directly or indirectly with residents of Chambers County.

d. APB19 agrees to make every commercially reasonable effort to use local resources in goods, and services at the facility, so long as the local goods and services are comparable in quality, specifications, and price (including, for example, APB19's standards for bonding capacity, financial and staffing capacity, expertise, integrity, and reliability, etc.).

e. In compliance with Texas Government Code, Section 2264.001 *et seq*., APB19 or APB19 Tenant hereby certify that it does not and shall not knowingly employ an Undocumented Worker for any purpose related to this Agreement. If, after receiving the benefits of this Agreement, APB19 or APB19 Tenant (or any branch, division, or department thereof) is convicted of a violation under 8 U.S.C. Section 1324a(f), APB19 or APB19 Tenant shall repay all taxes previously abated by virtue of this Agreement with interest at the rate of three percent (3%) *per annum*, not later than the 120th day after the date on which the County notifies APB19 or APB19 Tenant of a violation of this Section 6, (e).

DocuSign Envelope ID: 5C7678D6-9770-4F94-9230-E4EFA854A5D1

F. **Good Neighbor Covenant.** APB19 or a APB19 Affiliate represent and agree that the planned use of the Distribution Facility and Premises will not constitute a hazard to public safety, health, or morals and provide for adequate buffer zones to holistically protect the quality of life of Chambers County residents.

Section 7. Records and Audits

A. **Annual Certification**. Not later than January 31 of each year during the term of the tax abatement, APB19 shall submit to the County a certification from APB19 or APB19 Tenant as to the conditions and covenants set forth in Section 6, provided that once the Construction Covenants are met, no further certification shall be required with respect to the Construction Covenants.

B. **County Access to Premises**. For the sole purpose of verifying APB19 's annual certification, County employees or representatives shall have reasonable access to the Premises during the term of this Agreement. The County shall give prior notice to APB19 and APB19 Tenant whose employees shall have the right to accompany County employees. While on the Premises, County employees shall follow APB19 Tenant safety policies and not interfere with APB19 Tenant operations. The County or representatives shall keep all information obtained while on the Premises confidential and, if requested, execute a commercially reasonable form of confidentiality agreement drafted by APB19 Tenant before entering the premises.

Section 8. Default and Termination

A. **Default**. In the event that APB19 either fails to ensure that Covenants A. through F. set forth in Section 6 are achieved, or breaches the terms or conditions of this Agreement, APB19 shall be in default of this Agreement.

B. **Cure**. In the event APB19 defaults in its performance of the Agreement, the County shall give APB19 written notice of such default. APB19 shall have sixty (60) days after said written notice to cure the default. If the default is not reasonably susceptible to cure within such sixty (60) day period and APB19 has commenced and is pursuing cure of same, then, after first advising the County of APB19 's efforts to cure same, APB19 may utilize an additional ninety (90) days for such purposes. The County may authorize additional time to cure defaults, which authorization shall not be unreasonably withheld.

C. **Remedy for Uncured Default**. The County's sole and exclusive remedy against any Person for breach of this Agreement, in the event of default after the expiration of the applicable notice and cure periods, shall be that the County may, at its option, terminate the Agreement and all future tax abatements under this Agreement shall be void. Notwithstanding the foregoing, if APB19 fails to meet the Construction Covenants, APB19 shall repay to the County, without penalty or interest, all tax abatements received under this Agreement. If APB19 breaches a covenant in Section 6, other than the Construction Covenants, for any year, the County shall not be entitled to terminate this Agreement, but may, at its option, rescind the tax

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abatement pertaining to such year.

D. **APB19 ’s Remedies**. The APB19 may institute proceedings as may be necessary or desirable in its opinion to defend against (i) improper assertions of default or (ii) improper attempts to terminate this Agreement, to withhold or obtain payments prescribed by this Agreement, or to seek repayment of amounts paid under the Agreement. Such proceedings may include, but are not limited to, seeking specific performance and/or injunctive relief, or enforcement by mandamus, or such other remedy as may be available at law, in equity, or otherwise. Such rights and remedies are not exclusive and are in addition to any other rights or remedies APB19 may have at law, in equity, or otherwise.

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

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

This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Neither Party may assign its rights and duties hereunder, in whole or in part, without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that APB19 may assign this Agreement and all of its rights hereunder to any APB19 Affiliate without the County’s consent. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party. Any assignment in violation of this Section 9 shall not affect any tax abatements with respect to which APB19 or an APB19 Affiliate is already entitled.

Section 10. Notice

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

APB19:

AmeriPort Building 19, LLC
3207 S. Sam Houston Parkway
Houston, TX 77047

County:

County Judge
County of Chambers, Texas
P.O. Box 939
Anahuac, Texas 7751

DocuSign Envelope ID: 5C7678D6-9770-4F94-9230-E4EFA854A5D1

With Copy To:

Baytown West Chambers County
Economic Development Foundation
1300 Rollingbrook Drive, Ste. 505
Baytown, TX 77523

Section 11. Indemnification

A. **INDEMNITY**. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE COUNTY IN THIS AGREEMENT, APB19 SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "**COUNTY'S INDEMNIFIED PARTY**") FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE, OF ANY NATURE, KIND OR DESCRIPTION, OF ANY PERSON OR ENTITY RESULTING FROM APB19 'S CONSTRUCTION AND OPERATION OF THE DISTRIBUTION FACILITY.

B. **Notice of Indemnified Loss**. The County's Indemnified Party shall promptly notify APB19 of any indemnified Losses or Claim for indemnified Losses in respect of which the County's Indemnified Party may be entitled to indemnification under this Section 11. Such notice shall be given as soon as reasonably practicable after the County's Indemnified Party becomes aware of the Loss or Claim for Losses.

C. **Defense of Third-Party Claims**. In the event any action or proceeding shall be brought against the County's Indemnified Party by reason of any matter for which the County's Indemnified Party is indemnified hereunder, APB19 shall, upon notice from the County's Indemnified Party or its authorized agents or representatives, at APB19 's sole cost and expense, resist and defend the same with legal counsel selected by APB19 ; provided, however, that APB19 shall not admit liability in any such matter on behalf of the County's Indemnified Party without the County's express written consent. Nothing herein shall be deemed to prevent the County's Indemnified Party at its election and at its own expense from cooperating with APB19 and participating in the defense of any litigation by their own counsel. If APB19 fails to retain defense counsel within ten (10) business days after receipt of County's Indemnified Party written notice that the County's Indemnified Party is invoking its right to indemnification under this Agreement, the County's Indemnified Party shall have the right to retain defense counsel on their own behalf, and APB19 shall be liable for all usual and customary defense costs incurred by the County's Indemnified Party.

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

Section 12. Miscellaneous

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

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

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

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

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

F. **Survival of Terms; Rights and Remedies Cumulative; No Waiver**. All rights, duties, liabilities, and obligations accrued prior to termination shall survive termination or expiration of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this

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Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.

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

H. **Estoppel Certificate**. Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of APB19 , shall include, but not necessarily be limited to, statements (to the actual knowledge of the party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the certificate. The County Judge for the County shall provide any such certificate on behalf of the County.

I. **Entire Agreement**. This Agreement constitutes the entire Economic Development Program Agreement between the parties, supersedes any prior understanding or written or oral Economic Development Program Agreements or representations between the parties, and can be modified only by written instrument subscribed to by all parties. Notwithstanding the foregoing provision, this Agreement does not modify, alter, or amend any other agreement or instrument among the County and APB19 relating to matters other than the abatement of property taxes.

** * * Signature Page Follows * * **

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EXECUTED the _____day of 10/10/2023 | 15:40:23 CDT, 2023.

CHAMBERS COUNTY, TEXAS

By: DocuSigned by: Jimmy Sylvia 1492536299EA478...

Jimmy Sylvia, County Judge

ATTEST:

DocuSigned by: Heather H. Hawthorne 03033AF26BE5410...

Heather Hawthorne, County Clerk

AMERIPORT BUILDING 19, LLC

By: DocuSigned by: Michael J. Plank 8FF22F774B13432...

Name: Michael J. Plank

Title: Managing Member, President

ATTEST:

DocuSigned by: Tobi Evans FBE9AB11DAC4458...

Tobi Evans, Property Manager

DocuSign Envelope ID: 5C7678D6-9770-4F94-9230-E4EFA854A5D1

EXHIBIT A
Chapter 381 Policy

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CHAPTER 381 ECONOMIC DEVELOPMENT POLICY
CHAMBERS COUNTY, TEXAS

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

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

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

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

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

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

GENERAL CRITERIA

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

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

In addition, the following criteria must be satisfied:

The Project MUST:

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

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

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

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

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

QUALIFICATION CRITERIA (NON-RESIDENTIAL PROJECTS)

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

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

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

Opportunity Zone Residential and Targeted Development Projects

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

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

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

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

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APPLICATION / PROPOSAL PROCESS

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

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

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

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

CHAPTER 381 AGREEMENTS

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

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

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

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

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

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Resolution and Order

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

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

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

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

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

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

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

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

Jimmy Sylvia, Chambers County Judge

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EXHIBIT A-1
Chapter 312 Policy

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A RESOLUTION OF THE CHAMBERS COUNTY COMMISSIONERS COURT OF ANAHUAC, TEXAS, ELECTING TO BECOME ELIGIBLE TO PARTICIPATE IN TAX ABATEMENT PURSUANT TO THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, CHAPTER 312; ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN A REINVESTMENT ZONE CREATED IN CHAMBERS COUNTY; ADOPTING SUCH GUIDELINES AND CRITERIA; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the creation and retention of job opportunities that bring new wealth is the highest civic priority; and

WHEREAS, new jobs and investment will benefit the area economy, provide needed opportunities, strengthen the real estate market, and generate tax revenue to support local services; and

WHEREAS, Chambers County must compete with other national and international localities currently offering tax inducements to attract jobs and investments; and

WHEREAS, any Incentives offered in Chambers County would be strictly limited in application to those new and existing industries that bring new capital investment to the community; and

WHEREAS, tax Incentives should not be used to attract those industries that have demonstrated a lack of commitment to protecting the environment, but should be used to encourage projects designed to protect the environment, provide adequate buffer zones, and holistically protect the safety and quality of life of Chambers County residents; and

WHEREAS, the Abatement of property taxes, when offered to attract primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and

WHEREAS, the Chambers County Commissioners Court contracts with the Baytown West Chambers County Economic Development Foundation ("EDF") and considers the EDF to be the designated entity for the provision of professional services for qualifying Applicants seeking County assistance in this regard; and

WHEREAS, effective September 1, 1987, Texas law, pursuant to Chapter 312 of the Texas Tax Code, as amended, requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax Abatement Agreements prior to granting of any future tax Abatement, said guidelines andcriteria to be

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unchanged for a two-year period unless amended by a three-quarters (3/4) vote of Commissioners Court; and

WHEREAS, to assure a common, coordinated effort to promote our communities' economic development, any such guidelines and criteria should be adopted only through the cooperation of affected municipalities, taxing jurisdictions, and Chambers County;

WHEREAS, these guidelines and criteria do not: (1) limit the discretion of Chambers County to decide whether to enter into a specific tax Abatement or Incentives agreement; (2) limit the discretion of Chambers County to delegate to its employees or to the EDF the authority to determine whether or not the governing body should consider a particular application or request for tax Abatement or other Incentives; or (3) create any property, contract, or other legal right in any applicant to have the governing body consider or grant a specific application or request for tax Abatement or Incentives.

WHEREAS, the attached guidelines, last amended and approved by the Commissioners Court on November 23, 2021, have been reviewed by the Commissioners Court, and it has been determined that progress towards the goals herein stated has been made; NOW THEREFORE

BE IT RESOLVED BY THE CHAMBERS COUNTY COMMISSIONERS COURT OF CHAMBERS COUNTY, TEXAS:

Section 1: That the findings of the Chambers County Commissioners Court contained in the recitals of this resolution are hereby approved and adopted.

Section 2: That the Chambers County Commissioners Court elects to remain eligible to participate in tax abatement pursuant to the Texas Property Redevelopment and Tax Abatement Act, Chapter 312.

Section 3: That the Chambers County Commissioners Court hereby adopts the Guidelines and Criteria for granting tax abatements in a reinvestment zone, which are attached hereto and incorporated herein for all intents and purposes.

Section 4: This resolution shall take effect immediately from and after its passage by the Chambers County Commissioners Court of the Chambers County, Texas.

INTRODUCED, READ, and PASSED, by the affirmative vote of the Chambers County Commissioners Court of Chambers County, Texas this the 26th day of April 2022.

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JIMMY SYLVIA, Judge

ATTEST:

HEATHER HAWTHORNE, County Clerk

04/26/22

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GUIDELINES AND CRITERIA FOR TAX ABATEMENT IN CHAMBERS COUNTY

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Chambers County Appraisal District("CCAD"), an agency autonomous from Chambers County.

Tax Abatement and Incentives provided by the County are subject to an economic impact analysis to be conducted by the EDF. Applicants scoring well will be encouraged to apply for Incentives. First priority for providing Incentives to any applicant are given to projects that are located within areas of economic interest to Chambers County and that conform to Chambers County's overall economic development objectives.

Applicants applying for tax Abatement with Chambers County are advised that any Agreement with Chambers County applies only to taxes assessed by Chambers County. Any Abatement or Incentive Agreement with other taxing entities must be negotiated directly with such entities. In addition, each applicant receiving tax Abatement retains the responsibility for annually applying to the CCAD for recognition and implementation of their Abatement Agreement. To keep the Abatement active, the applicant must file all appropriate forms with CCAD. The Abatement will terminate if the applicant fails to provide the appropriate forms annually to the CCAD.

SECTION 1
DEFINITIONS

a.) **"Abatement"** means the full or partial exemption from ad valorem taxes of the increase in value of certain real property in a reinvestment zone designated for economic development purposes.

b.) **"Agreement"** means a contractual Agreement between a property owner and an Eligible Jurisdiction for the purposes of tax Abatement or Incentives.

c.) **"Applicant"** means the entity applying for Abatement or Incentives and, if successful, will be party to an Incentive or Abatement Agreement.

d.) **"Base Year Value"** means the assessed value of eligible property January 1 preceding the execution of the Agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the Agreement.

e.) **"Community Impact Program"** means the economic development program 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.

f.) **"Community Impact Program Contribution"** means for certain tax Abatement or Incentives Agreements and those entered into in conjunction with and executed concurrently with a Chapter 381 Economic Development Agreement, an amount equal to 1.50% of derived tax savings for each tax year as set forth in the tax Abatement Agreement.

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g.) "**Competitively-Sited Project**" means a project where the applicant has completed an evaluation of competing locations, outside of Chambers County, for expansion, relocation, or new operations, including identification of specific sites in those locations.

h.) **"Deferred Maintenance"** means improvements necessary for continued operations, which do not improve productivity or alter the process technology.

i.) **"Distribution Center Facility"** means buildings and structures, including fixed-in-place machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials.

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

k.) **"Eligible Jurisdiction"** means Chambers County and any municipality, school district, college district, or special purpose district that levies ad valorem taxes upon property located within the proposed or existing reinvestment zone.

l.) **"Expansion"** means the addition of buildings, structures, or fixed machinery or equipment for purposes of increasing production capacity.

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

n.) **"Incentive"** means a payment or concession to stimulate greater taxable value, capital investment, and economic impact.

o.) **"Manufacturing Facility"** means buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

p.) **"Modernization"** means the replacement and upgrading of existing facilities, which increases the productive input or output, updates the technology, or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, of fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing.

q.) **"New Facility"** means a property previously undeveloped, which is placed into service, by means other than or in conjunction with expansion or modernization.

r.) **"Other Basic Industry"** means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production or products or services and which result in the creation of new permanent jobs and bring in new wealth.

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s.) **"Personal Property"** means personal property, as designated by the CCAD, which includes, but is not limited to, any tangible thing (including gasses, steams, and other non-solid-state things) that can be removed from real property without destroying or changing such real property. Personal Property also includes, for example, any machinery or equipment that may be bolted to the floor but has a shorter life than the building and is used in the primary line of business.

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

u.) **"Real Property"** means real property improvements, as designated by the CCAD, which includes, but is not limited to, any buildings, buildings built on skids, portable buildings, parking areas, and fences attached to land.

v.) **"Regional Entertainment and Recreation Facility"** means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment through the admission of the general public.

w.) **"Research Facility"** means building structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes of such goods or materials.

x.) **"Service Facility"** means buildings and structures, including fixed machinery and equipment, used or to be used to service goods.

y.) **"Situs Inventory"** means the assessed value of personal property and inventory not owned by the lessor that is located on the property subject to taxation.

z.) **"Spec Building"** means a new building constructed to create an enclosed area of a commercial Facility, which would be used by a business that would normally qualify for Abatement or Incentives, built without an occupying tenant at the time the construction has started or is complete.

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SECTION 2
ABATEMENT AUTHORIZED

a.) **Authorized Facility.** A facility may be eligible for Abatement or Incentives if it is one of the qualifying business types specified in Section 1 – Definitions.

b.) **Creation of New Value.** Abatement may only be granted for the additional value over the base year value resulting from eligible property improvements made subsequent to and listed in tax Abatement Agreement between the Eligible Jurisdiction and the property owner subject to such limitations as the Eligible Jurisdiction may require.

c.) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion. For spec buildings, 100% Abatement may be granted for up to one (1) year or until occupied or sold, whichever occurs first.

d.) **Eligible Property.** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility.

e.) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax Abatement : land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; watercraft; aircraft; housing; deferred maintenance investments; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; property which has an economic life of less than 10 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

f.) **Owned/Leased Facilities.** In order for a facility to qualify for tax Abatement, the land and eligible property must be owned and operated by the same individual or company or be leased to a facility operator whose lease term is at least 10 years. If a leased Facility is granted Abatement or Incentives, the Agreement may be executed with the lessor and/or the lessee.

g.) **Offer, Execution, Value, and Term of Agreement**. Abatement or Incentives shall be granted effective with the January 1 valuation date immediately following the date of execution of the Agreement, or as agreed by Chambers County. The value of new eligible properties shall be abated according to the approved Agreement between applicant and Chambers County. Chambers County, in its sole discretion, shall determine the amount of any Abatement or Incentives. The term of any Abatement may not exceed ten (10) years.

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The Abatement or Incentives may be extended through an initial Agreement and a subsequent Agreement amendment as may be required to comply with state law and county policies.

1. **Offer** – During the initial negotiations with a prospect, a tentative offer for Incentives may be made on behalf of Chambers County. This initial offer will expire after 90 days. Applicants can extend this, if needed, by providing written justification for the extension within the 90-day period.

2. **Execution** – Once approved by Chambers County Commissioners Court, the Agreement must be executed within 15 days, unless otherwise agreed by Chambers County.

h.) **Community Impact Program.** For certain Abatement Agreements and those associated with Chapter 381 Economic Development Agreements, the Community Impact Program and Community Impact Program Contributions will apply.

i.) **Economic Qualification.** In order to be eligible for designation as a reinvestment zone and receive tax Abatement, the proposed improvement:

(1) Must be reasonably expected to increase the value of property in the amount of $750,000 or more after the period of Abatement has expired;

(2) For projects located within a special district or areas within a limited purpose annexation that has the ability to provide tax Abatement or negotiate Incentives, the County will require similar elemental participation to that of a city or town from that district or entity when considering any Incentives, particularly with respect to stipulated values.

(3) In the case of Distribution Centers, warehouse operations, and Spec Buildings managing Situs Inventory, minimum annual inventory estimates over term will be considered an essential stipulation in tax Abatement Agreements.

(4) Must be reasonably expected to prevent the loss of employment and to directly create or prevent the loss of permanent full-time employment for at least five (5) people and the owner must agree to exercise its best efforts to ensure those new employees are residents of Chambers County.

(5) Must not be expected to have the effect of transferring employment solely or primarily from one part of Chambers County to another; and

(6) If a new facility must be necessary because capacity cannot be provided efficiently utilizing existing improved property when reasonable allowance is made for necessary improvements.

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Further, If the applicant receives Incentives or tax Abatement, and all things being equal, preferential treatment shall be given to hiring operators and construction workers residing in Chambers County, not only in the construction phase, but also during operations thereafter. When possible, the applicant agrees to hire Chambers County citizens first in positions for which a citizen may be qualified.

j.) **Taxability.** For tax years beginning on or after the execution of the tax Abatement Agreement to the end of the Agreement period, taxes shall be payable as follows;

(1) the value of ineligible property as provided in Section 2(e) shall be fully taxable;

(2) the base year value of existing eligible property shall be fully taxable; and

(3) the value of eligible property shall be taxable in the manner described in Section 2(g).

SECTION 3
APPLICATION

a.) **Filing of Application.** Working through the EDF, any present or potential owner of taxable property in Chambers County may request the creation of a reinvestment zone and tax Abatement by filing a written request with the County Judge of Chambers County if the property is located outside of the taxing jurisdiction of a municipality. A non-refundable application fee of $500.00, made payable to Chambers County, must be provided with the application.

b.) **Content of Application.** The application shall consist of a completed application form accompanied by: a general description of the new improvements to be undertaken; a general descriptive list of the improvements for which an Abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and/or aerial and location of all proposed improvements of the property; a map and property description; and a time schedule for undertaking and completing the proposed improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as the municipality or County deems appropriate for evaluating the financial capacity and other factors of the applicant.

c.) **Notice to Eligible Jurisdiction.** Upon receipt and approval of an application, Chambers County shall notify in writing the presiding officer of the governing body of each Eligible Jurisdiction.

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d.) **Abatement Inapplicable to Prior Projects.** Chambers County shall not establish a reinvestment zone or enter into an Abatement Agreement if it finds that the request for the Abatement was approved by Commissioner's Court after the construction, discernable alteration, or installation of improvements began as related to a proposed modernization, expansion, or new facility.

e.) **Variance.** Requests for variance from the provisions of Subsections (a), (e) and (g) of Section 2 must be made in written form. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance.

SECTION 4
PUBLIC HEARING AND APPROVAL

a.) **Public Hearing for Designation of Reinvestment Zone.** A resolution designating a reinvestment zone may not be adopted until the Commissioners Court has held a public hearing at which interested persons are entitled to speak and present evidence for or against the designation. Notice of the hearing shall be published at least seven (7) days prior to the hearing on the County website and in a newspaper having general circulation in the Eligible Jurisdiction. The presiding officers of other Eligible Jurisdictions shall be notified in writing at least (7) days prior to the hearing.

b.) **Findings Required for Agreement.** In order to enter into a tax Abatement or Incentives Agreement, the Eligible Jurisdiction must find that the terms of the proposed Agreement, the subject property, and Reinvestment Zone meet these guidelines and criteria consistent with Section 312.202 of the Tax Code and that:

(1) there will be no substantial adverse effect on the provision of the jurisdiction's service or tax base; and

(2) the planned use of the property will not constitute a hazard to public safety, health, or morals and provide for adequate buffer zones to holistically protect the quality of life of Chambers County residents.

SECTION 5
AGREEMENT

a.) **Contents of Agreement.** The Eligible Jurisdiction shall formally approve and execute an Agreement with the owner, lessor and/or lessee of the facility upon meeting the requirements set forth in Section 312.207, Chapter 312, of the Texas Property Redevelopment and Tax Abatement Act. The Agreement shall include, at minimum, the:

(1) estimated value to be abated and the base year value;

(2) percent of value to be abated each year as provided in Section 2(g);

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(3) commencement date and the termination date of Abatement;

(4) proposed use of the facility; nature of construction, time schedule, map, property description and improvement list as provided in Section 3(b);

(5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration, and assignment as provided in Sections 2(a), 2(f), 2(g), 6, 7, 8, and 9, or other provisions that may be required for uniformity or by state law; and

(6) amount of investment and average number of jobs involved.

Such Agreement shall normally be executed within 90 days after the applicant has forwarded all necessary information and documentation to the County. Upon execution of this Agreement, it becomes the responsibility of the applicant to file with the County the necessary reports annually certifying employment and investment level as stated in the executed contract.

SECTION 6
RECAPTURE

The tax Abatement or Incentives Agreement shall contain provisions for recapture of taxes abated in the event that 1) the improvements for which Abatement was granted are not completed in accordance with Agreement, 2) the owner and/or lessee allows ad valorem taxes owed the Eligible Jurisdictions granting Abatement to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes, 3) the owner and/or lessee discontinues operating or using the property as required by the Agreement, or 4) the owner and/or lessee breaches any of the terms or conditions of the Agreement.

SECTION 7
ADMINISTRATION

a.) **Appraisal and Assessment.** The Chief Appraiser of the County shall annually determine an appraisal of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving Abatement shall furnish the assessor with such information as may be necessary for the Abatement. Once value has been established, the Chief Appraiser shall notify the affected jurisdictions, which levy taxes of the amount of the assessment.

b.) **Access to Property.** The Agreement shall stipulate that employees and/or designated representatives of the contracting Eligible Jurisdiction shall have access to the subject property during the term of the Abatement to inspect the facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only upon twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility.

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c.) Annual Evaluations. Upon completion of construction, the jurisdiction creating the reinvestment zone shall annually evaluate each facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement to the Eligible Jurisdictions.

SECTION 8
ASSIGNMENT

A tax Abatement or Incentive Agreement may not be assigned unless written consent is first granted by the Eligible Jurisdiction that has entered into the Agreement, which consent shall be at the sole discretion of such Eligible Jurisdiction. 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 the Agreement. Any assignment of a tax Abatement Agreement shall be to an entity that contemplates the same improvements to, and operation of the property as the assignor, except to the extent such improvements have been completed. No assignment shall be approved by an Eligible Jurisdiction if the assignor or the assignee is indebted to the Eligible Jurisdiction for ad valorem taxes or other obligations.

SECTION 9
SUNSET PROVISIONS

a.) These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax Abatement and Incentives Agreements created pursuant to its provisions will be reviewed by the County or its designated representative, the EDF, to determine whether the goals have been achieved. Based on that review, the guidelines and criteria will be modified, renewed, or eliminated.

b.) This policy applies only to tax Abatement under the provisions of Chapter 312 Property Redevelopment and Tax Abatement Act, Texas Tax Code and is effective upon the date of adoption and will remain in force for two (2) years, unless amended by three-quarters (3/4) vote of the Commissioners Court of Chambers County as so provided for in the Tax Code.

c.) This policy is effective this 26th day of April 2022 and supersedes any previous tax Abatement policy. It will remain in effect until changed by court order.

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EXHIBIT B

Tax Abatement Proposal

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AmeriPort
3330 S. Sam Houston Parkway E.
Houston, TX 77047
(346) 571-0673

July 14, 2023

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

RE: AmeriPort Building 19, LLC Application for Tax Abatements

Dear Judge Sylvia,

AmeriPort Building 19, LLC, is pleased to submit its Application for Tax Abatement for the upcoming AmeriPort Building 19 project for your review. This project (expected to start in August 2023) will be located at 8840 E. Grand Parkway, Baytown, Chambers County, Texas 77523 and will feature:

- 616,700 SF Total Build-To-Suit Lease Space
- 27.9 Acre Site
- +/- 3,300 Square Foot Office
- Warehouse LED Lighting
- +/- 96 Dock High Overhead Doors
- +/- Two (2) Grade Level Loading Doors
- 40' Warehouse Clear Height
- Standard 480v, 3 Phase Electrical System
- ESFR Fire Sprinkler System

The project is expected to take twelve (12) months after commencement of construction to achieve substantial completion and will create 100+ peak construction jobs during the project. Upon opening, the Tenant is expected to create 50 full-time jobs. The total cost of the AmeriPort Building 19 project is estimated to be over $29,000,000.

Currently, AmeriPort Industrial Park has over 4,400,000 square feet of building improvements on the ground with several more prospects on the horizon. There has been tremendous interest in recent months for our rail-served park particularly amongst distribution, packaging and manufacturing companies. In addition to our industrial projects, AmeriPort's investment in Chambers County has been significant, having already invested over $15 million dollars in public roadway, utilities, and drainage infrastructure improvements.

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More specifically, AmeriPort's existing development is summarized below:

1. AmeriPort, LLC – Developer
   - Invested $15,000,000+ for Construction of Public Roads, Utilities and Regional Detention (2010-2017)
   - Public Water and Sewer Extensions from Baytown completed
2. AmeriPort Building 1, LLC – 214,000 SF (11.26 Acres)
   - Tenant: Delta Companies Group (100%)
3. AmeriPort Building 2, LLC – 168,480 (17.0264 Acres)
   - Tenant: Delta Companies Group (72%)
   - Tenant: Palmer Logistics (28%)
4. AmeriPort Building 3, LLC – 252,000 SF (18.26 Acres)
   - Tenant: Delta Companies Group (100%)
5. AmeriPort Building 4, LP (Occupancy March 1, 2016) – 333,200 SF (18.26 Acres)
   - Tenant: Palmer Logistics (100%)
6. AmeriPort Building 5, LLC (Occupancy March 1, 2017) – 327,600 SF (16.7643 Acres)
   - Tenant: Plantgistix (100%)
7. AmeriPort Building 6, LLC (Occupancy Dec. 1, 2016) – 458,250 SF (24.9222 Acres)
   - Tenant: Geodis (65%)
   - Tenant: Exxon Mobil (35%)
8. AmeriPort Building 7, LLC (Occupancy June 1, 2018) – 203,840 SF (15 Acres)
   - Tenant: Palmer Logistics (100%)
9. AmeriPort Building 8, LLC (Occupancy March 1, 2017) – 35,000 SF (5.1989 Acres)
   - Tenant: Headwaters (100%)
10. AmeriPort Building 9, LLC (Occupancy March 1, 2019) – 337,040 SF (19.18 Acres)
    - Tenant: Plantgistix (100%)
11. AmeriPort Building 10, LLC (Occupancy March 1, 2019) – 306,240 SF (21.428 Acres)
    - Tenant: Access World (34%)
    - Tenant: Delta Companies Group (67%)
12. AmeriPort Building 11, LLC (Occupancy September 24, 2018) – 225,500 SF (14.167 Acres)
    - Tenant: Baytown Packhouse (100%)
13. Ameriport Building 14, LLC (Occupancy June 1, 2020) – 133,00 SF (8.845 Acres)
    - Tenant: A & R Logistics (100%)
14. Ameriport Building 17, LLC (Occupancy May 24, 2023) – 1,099,410 SF (43.94 Acres)
15. Taylor Wharton & HMT – 216,105 SF Completed (33.5 Acres)
16. FlexSteel Pipeline Technologies, Inc. – 280,000 SF Completed (29.26 Acres)
17. Hunting Energy Services – 99,000 Total SF Completed (40 Acres)

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18. Blue Flash Express – 8,600 SF Completed (6 Acres)

The AmeriPort team is pleased to play a part in driving economic growth and development in Chambers County. Without question, incentives like this make AmeriPort Industrial Park and Chambers County attractive locations for industry to take root while accomplishing the County's goals of expanding the tax base, creating quality jobs, and increasing private capital investment in the community. Thank you again for consideration of our application as we look forward to a continued partnership with Chambers County.

Sincerely,

Justin Loomis
Director of Construction

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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: July 14, 2023**

Company Name: Ameriport Building 19, LLC
Address: 8840 E. Grand Parkway S
City: Houston State: TX Zip-Code: 77047

APPLICANT MUST SUBMIT ANNUAL REPORT. (See instructions).

Number of Employees: Undisclosed
Annual Sales: Undisclosed
Corporation: X Partnership: ☐ Proprietorship: ☐

PROJECT INFORMATION

Type of Facility
See Instructions

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

Proposed Project Location Address and Legal Description: 8840 E. Grand Parkway S., Baytown, TX 77523
Attach map and/or aerial showing proposed site **Attached**

Jurisdictions:

School District Goose Creek ISD
College District Lee College

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City or Town City of Baytown/Chambers County

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 08/ 2023 Construction Man Years TBD
Completion Date 08/ 2024 Peak Construction Jobs 100+

If Modernization:

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

Permanent Employment Estimates (PEE'S)

Current Plant Employment **Spec**
Number of Plant Jobs ☐ Retained or **X Created**
At start/opening **30** in year **2024**
5 years into operation **50** in year **2029**

Estimated Appraised Value on Site

	Personal	**Improvements**	**Land**
Value January 1 Preceding Abatement Agreement:	0.00	0.00	927,735
Est. Value of Improvements:	500,000	29,000,000	927,735
Est. Value of Abated Properties After Abatement Expires:	500,000	31,000,000	927,735
Value upon Completion of Project – Personal Property and Project Improvements Not Subject To Abatement:	Unknown	_____	_____

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VARIANCE

Is the applicant seeking a variance under Section 2 of the guidelines? ☐ YES **X 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 **X NO**. If "YES" please provide dates of application, hearing dates if held or scheduled, name of jurisdictions and contacts, and letter of intent.

COMPANY REPRESENTATIVE TO BE CONTACTED:

NAME: Justin Loomis

Signature of Company Official

TITLE: Director of Construction

ADDRESS: 3207 S. Sam Houston Pkwy
CITY: Houston STATE: TX ZIP-CODE: 77047
TELEPHONE: 281-546-4738

INSTRUCTIONS

Applicant and projects must meet the requirements established in the Guidelines and Criteria (attached) in order to receive positive consideration. Section 2 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 2(a) of the Guidelines may receive abatement without applying for a variance. Check guideline definitions in Section 2(a)to confirm project qualification.

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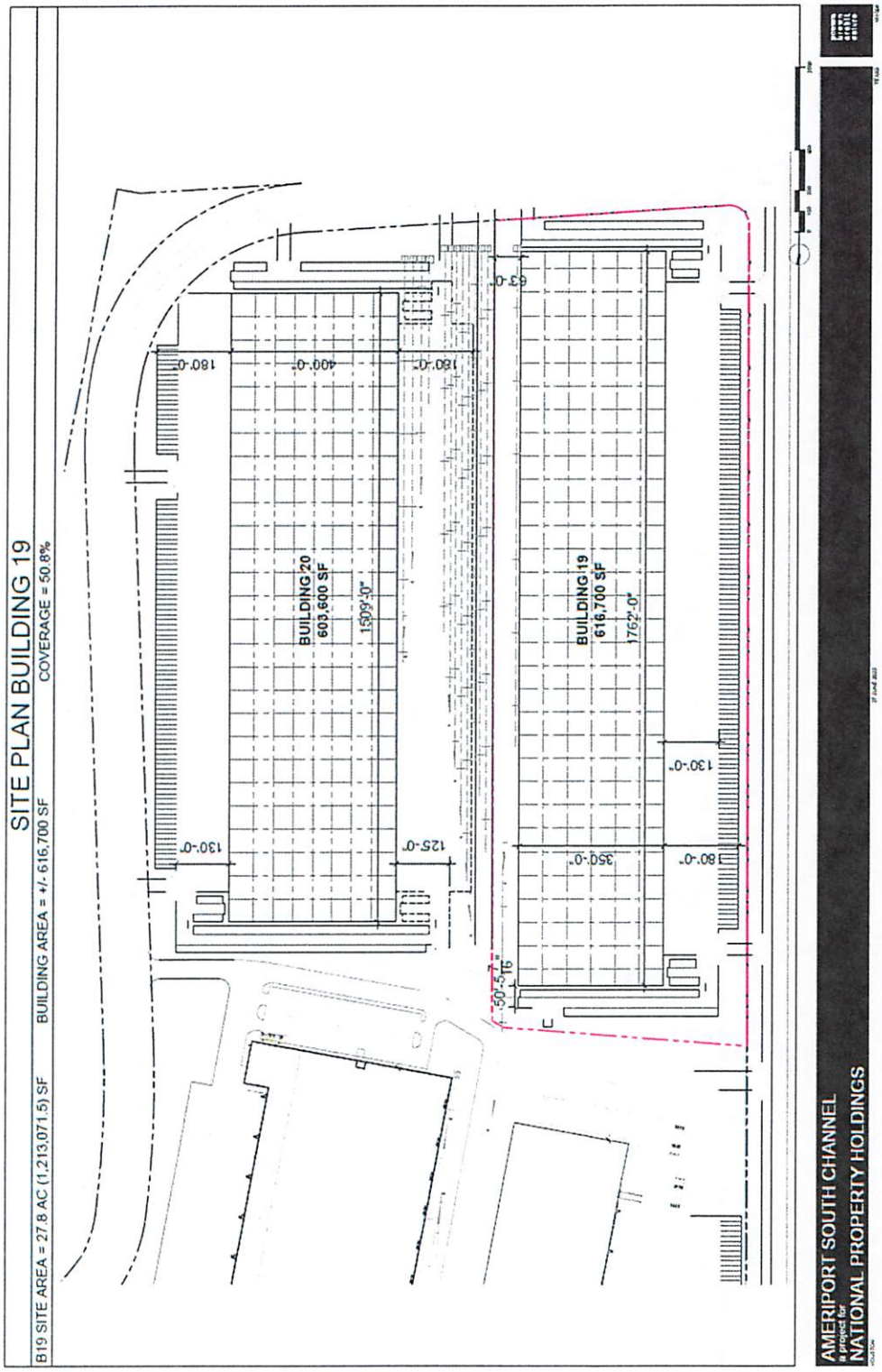
ECONOMIC INFORMATION

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 seven hundred fifty thousand dollars ($750,000.00) 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.

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EXHIBIT F
OVERALL SITE PLAN



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EXHIBIT C
Premises / Reinvestment Zone

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ORDER DESIGNATING/CREATING THE AMERIPORT BUILDING 19 REINVESTMENT ZONE

On September 12, 2023, at a public meeting of the Commissioners Court of Chambers County, Texas (**"Court"**), the Court conducted a hearing on the application of AmeriPort Building 19, LLC. (**"APB19"**) for the creation of the AmeriPort Building 19 Reinvestment Zone (**"Reinvestment Zone"**).

The Court finds and declares that:

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

2. APB19 has applied, in a timely and adequate fashion, for tax abatement on a proposed project to be developed within the Reinvestment Zone.

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

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

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

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

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Therefore, upon motion made by Commissioner Dagley, seconded by Commissioner Tice and affirmatively passed, be it RESOLVED and ORDERED by the Court that the 32.664-acre tract of land described in the attached Exhibit is hereby designated as the AmeriPort Building 19 Reinvestment Zone and is eligible for commercial / industrial tax abatement.

PASSED and ADOPTED September 12, 2023.

CHAMBERS COUNTY, TEXAS

By: DocuSigned by: Jimmy Sylvia 1492536299EA478...
JUDGE JIMMY SYLVIA,
Chambers County Judge

ATTEST:

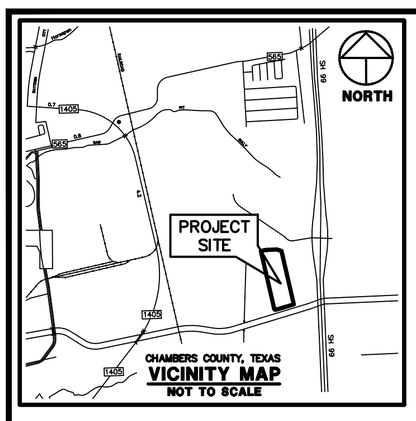
DocuSigned by: Heather H. Hawthorne 03933AF26BE5410...
HEATHER H. HAWTHORNE, County Clerk

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AMERIPORT BUILDING 19 REINVESTMENT ZONE
PROPERTY DESCRIPTION
32.664-ACRE TRACT

BEING 32.664 ACRE TRACT OF LAND SITUATED IN THE CHAMBERS COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 321, CHAMBERS COUNTY, TEXAS, BEING OUT OF THE RESIDUE OF A CALLED 61.353 ACRE TRACT, AND THE RESIDUE OF A CALLED 60.722 ACRE TRACT, CONVEYED TO AMERIPORT, LLC., RECORDED IN CHAMBERS COUNTY CLERK'S FILE NUMBER 2022-181357, OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS.

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NORTH

GRAPHIC SCALE: 1" = 100'

100 0 100 200 300 Feet

DESCRIPTION

A TRACT OR PARCEL CONTAINING 32.664 ACRES OR 1,422,858 SQUARE FEET OF LAND SITUATED IN THE CHAMBERS CO. SCHOOL LAND SURVEY, ABSTRACT 321, CHAMBERS COUNTY, TEXAS, BEING OUT OF THE RESIDUE OF A CALLED 61.353 ACRE TRACT, AND THE RESIDUE OF A CALLED 60.722 ACRE TRACT, CONVEYED TO AMERIPORT, LLC., RECORDED IN CHAMBERS COUNTY CLERK'S FILE (C.C.C.F) NUMBER (NO.) 2022–181357, WITH SAID 32.66 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYTEM, SOUTH CENTRAL ZONE (NAD93):

COMMENCING, AT A 5/8 INCH CAPPED IRON ROD STAMPED "WINDROSE" FOUND ON THE WEST LINE OF CHAMBERS COUNTY THOROUGHFARE TRACT, AS RECORDED UNDER C.C.C.F. NO 2021–163533, SAME BEING THE SOUTHEAST CORNER OF A CALLED 48.040 ACRE TRACT, CONVEYED TO AMERIPORT BUILDING 17, RECORDED IN C.C.C.F NO. 2022–188008;

THENCE, WITH THE SOUTH LINE OF SAID 48.040 ACRE TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. SOUTH 76 DEG. 59 MIN. 46 SEC. WEST, A DISTANCE OF 203.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
2. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 10 DEG. 32 MIN. 57 SEC., AN ARC LENGTH OF 87.46 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 82 DEG. 16 MIN 15 SEC. WEST – 87.33 FEET TO A POINT OF TANGENCY;
3. SOUTH 87 DEG. 32 MIN. 43 SEC. WEST, A DISTANCE OF 399.72 FEET TO AN ANGLE POINT;
4. NORTH 72 DEG. 40 MIN. 33 SEC. WEST, A DISTANCE OF 61.47, TO A CUT "X" SET, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 13 DEG. 00 MIN. 14 SEC. EAST, OVER AND ACROSS SAID RESIDUE OF A CALLED 61.353 ACRE TRACT, AND A RESIDUE OF A CALLED 60.722 ACRE TRACT, A DISTANCE OF 1,906.25 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "WINDROSE" SET ON A NORTHERLY LINE OF SAID CHAMBERS COUNTY THOROUGHFARE TRACT, AND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 73 DEG. 20 MIN. 26 SEC. WEST, WITH THE NORTH LINE OF SAID CHAMBERS COUNTY THOROUGHFARE TRACT OF LAND, A DISTANCE OF 650.38 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, OVER AND ACROSS SAID RESIDUE OF A CALLED 61.353 ACRE TRACT AND SAID RESIDUE OF A CALLED 60.722 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES

1. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 93 DEG. 39 MIN. 28 SEC., AN ARC LENGTH OF 73.56 FEET AND A CHORD AND BEARING DISTANCE OF NORTH 59 DEG. 49 MIN. 58 SEC. WEST – 65.64 FEET TO A CUT "X" SET FOR A POINT OF TANGECY;
2. NORTH 13 DEG. 00 MIN. 14 SEC. WEST, A DISTANCE OF 2,060.04 FEET TO A CUT "X" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;
3. NORTH 76 DEG. 59 MIN. 46 SEC. EAST, A DISTANCE OF 124.53 FEET TO A CUT "X" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
4. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 525.50 FEET, A CENTRAL ANGLE OF 10 DEG. 32 MIN. 57 SEC., AN ARC LENGTH OF 96.75 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 82 DEG. 16 MIN. 15 SEC. EAST – 96.62 FEET TO A CUT "X" SET FOR A POINT OF TANGENCY;
5. NORTH 87 DEG. 32 MIN. 43 SEC. EAST, A DISTANCE OF 379.87 FEET TO A CUT "X" SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;
6. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 19 DEG. 46 MIN. 44 SEC., AN ARC LENGTH OF 103.56 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 82 DEG. 33 MIN. 55 SEC. EAST – 103.05, TO A CUT "X" SET FOR A POINT OF TANGENCY
7. SOUTH 72 DEG. 40 MIN. 33 SEC. EAST, A DISTANCE OF 121.04 FEET, TO THE POINT OF BEGINNING AND CONTAINING 32.66 ACRES OR 1,422,858 SQUARE FEET OF LAND.

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT GF NO. NCS–1002945–HOU1 OF FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE OF FEBRUARY 17, 2020, ISSUED DATE OF MARCH 12, 2020, AND TITLE COMMITMENT GF NO. CH–7668–1076681900190 OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE OF JANUARY 14, 2020, ISSUED DATE OF FEBRUARY 19, 2020, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999899323.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR CHAMBERS COUNTY, TEXAS, MAP NO. 48071C0170E AND 48071C0190E REVISED/DATED MAY 4, 2015, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN–MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY, NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
7. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
8. WITH REGARD TO ITEM 2 OF THE ALTA TABLE "A" OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ACCORDING TO THE CHAMBERS COUNTY APPRAISAL DISTRICT, THERE WAS NO OBSERVED EVIDENCE OF A PHYSICAL ADDRESS ON THE SUBJECT PROPERTY (TAX ID NO. 8828) AT THE TIME OF SURVEY.
9. WITH REGARD TO ITEM 6A OF THE ALTA TABLE "A" OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WAS NO ZONING REPORT PROVIDED AT THE TIME OF THE SURVEY.
10. WITH REGARD TO ITEM 9 OF THE ALTA TABLE "A" OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WERE NO PARKING SPACES AT THE TIME OF THE SURVEY.
11. WITH REGARD TO ITEM 16 OF ALTA TABLE "A" OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WAS EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED DURING THE TIME OF THE SURVEY.
12. WITH REGARD TO ITEM 17 OF THE ALTA TABLE "A" OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, THERE WAS OBSERVED EVIDENCE OF RECENT STREET, SIDEWALK CONSTRUCTION OR REPAIRS ON THE SUBJECT TRACT AT THE TIME OF SURVEY.

SCHEDULE "B" NOTES GF. NO. NCS-1002945-HOU1

10.h SUBJECT TO AN EASEMENT FOR PIPELINE GRANTED TO TENNESSEE GAS TRANSMISSION CO. RECORDED: JUNE 22, 1955 IN VOLUME 166, PAGE 586, OF THE DEED RECORDS, CHAMBERS COUNTY, TEXAS. (DOES NOT LIE WITHIN SUBJECT PROPERTY)

10.i SUBJECT TO AN EASEMENT FOR PIPELINE GRANTED TO TENNESSEE GAS TRANSMISSION CO. RECORDED: DECEMBER 14, 1955 IN VOLUME 171, PAGE 285, OF THE DEED RECORDS, CHAMBERS COUNTY, TEXAS. (DOES NOT LIE WITHIN SUBJECT PROPERTY)

10.j SUBJECT TO AN EASEMENT FOR PIPELINE GRANTED TO JOHN M. KILGORE RECORDED: JULY 11, 1939 IN VOLUME 65, PAGE 210 AND AMENDED IN VOLUME 404, PAGE 439, OF THE DEED RECORDS, CHAMBERS COUNTY, TEXAS. (BLANKET, NON–PLOTTABLE)

10.k SUBJECT TO AN EASEMENT FOR PIPELINE GRANTED TO GULF REFINING CO. RECORDED: MAY 01, 1951 IN VOLUME 132, PAGE 276, OF THE DEED RECORDS, CHAMBERS COUNTY, TEXAS. (BLANKET, NON–PLOTTABLE)

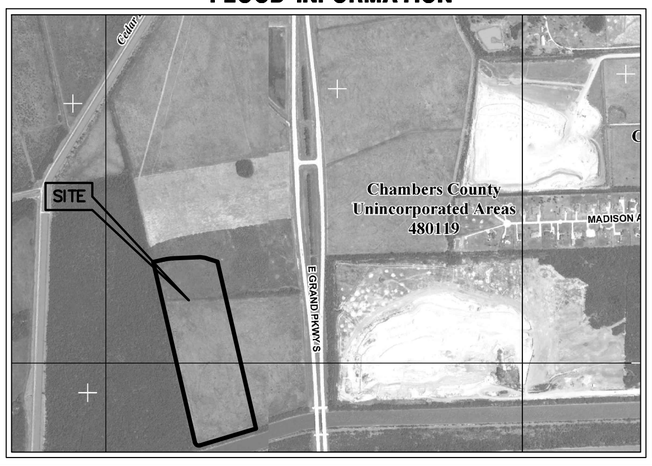
10.l SUBJECT TO AN EASEMENT FOR CANAL PURPOSES RECORDED: OCTOBER 16, 1979 IN VOLUME 442, PAGE 273, OF THE DEED RECORDS, CHAMBERS COUNTY, TEXAS. (DOES NOT LIE WITHIN SUBJECT TRACT)

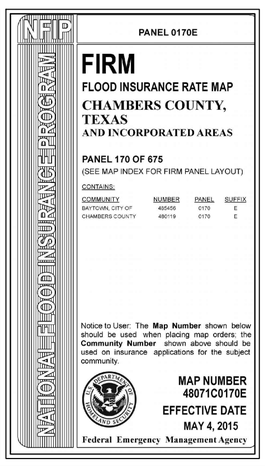
10.m SUBJECT TO AN EASEMENT FOR 140' RIGHT OF WAY GRANTED TO THE COUNTY OF CHAMBERS, TEXAS RECORDED: JANUARY 07, 2011 IN VOLUME 1244, PAGE 696, OF THE OFFICIAL PUBLIC RECORDS RECORDS, CHAMBERS COUNTY, TEXAS. (AS SHOWN HEREON)

10.n SUBJECT TO EASEMENT DEED FOR ROADWAY RIGHT OF WAY RECORDED: JANUARY 27, 2021 IN COUNTY CLERK'S FILE NO. 2021–163533, OF THE OFFICIAL PUBLIC RECORDS, CHAMBERS COUNTY, TEXAS. (SHOWN HEREON)

10.u SUBJECT PROPERTY LIES WITHIN THE LIMITS OF CHAMBERS COUNTY IMPROVEMENT DISTRICT NO. 2

FLOOD INFORMATION





SCHEDULE "B" NOTES GF. NO. CH-7668-1076681900190

10e. PIPELINE EASEMENT GRANTED TO GULF REFINING COMPANY AND TO GULF OIL CORPORATION, AS SET OUT BY INSTRUMENT DATED APRIL 13, 1951, RECORDED IN VOLUME 132, PAGE 276 OF THE DEED RECORDS OF CHAMBERS COUNTY, TEXAS. (BLANKET, NON–PLOTTABLE)

10f. PIPELINE EASEMENT RIGHTS AS GRANTED TO JOHN M. KILGORE, AS SET OUT BY INSTRUMENT, EXECUTED BY W. D. HADEN, DATED JUNE 30, 1939, RECORDED IN VOLUME 65, PAGE 210 OF THE DEED RECORDS OF CHAMBERS COUNTY, TEXAS. AFFIDAVIT BY C. T. STABLES, DATED SEPTEMBER 7, 1977, RECORDED IN VOLUME 404, PAGE 439 OF THE DEED RECORDS OF CHAMBERS COUNTY, TEXAS. (BLANKET, NON–PLOTTABLE)

10m. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN ACCESS EASEMENT AGREEMENT BY AND BETWEEN J. JENNINGS INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP, AND THE CREECH FAMILY TRUST, DATED DECEMBER 20, 2012, RECORDED IN VOLUME (2012) 1383, PAGE 375, FILED UNDER CLERK'S FILE NO. (2012) 80491 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS. (DOES NOT LIE WITHIN SUBJECT TRACT)

REVISIONS

DATE	REASON	BY

CHAMBERS COUNTY THOROUGHFARE C.C.C.F. NO. 2021–163533

10' CENTERPOINT EASEMENT C.C.C.F. NO. 2023–190456

GRAND PARKWAY VARIABLE WIDTH (CONTROLLED ACCESS HIGHWAY)

P.O.C. FND 5/8" CAPPED IR "WINDROSE"

N 83°40'34" E 387.15'

CALLED 48.040 ACRES AMERIPORT BUILDING 17 C.C.C.F. NO. 2022–188008

SET CUT "X"

P.O.B. SET CUT "X"

RESIDUE OF A CALLED 60.722 ACRES TRACT 2 AMERIPORT, LLC C.C.C.F. NO. 2022–181357

10' X 16' CENTERPOINT AERIAL EASEMENT C.C.C.F. NO. 2023–190456 C.C.C.F. NO. 2023–190455

10' CENTERPOINT EASEMENT C.C.C.F. NO. 2023–190456 C.C.C.F. NO. 2023–190455

WATER TANK

CONCRETE FLUME. (TYP)

CURB. (TYP)

METAL VLT

24.0'

(60.722 ACRES) (61.853 ACRES)

MH (TYP)

32.664 ACRES 1,422,858 SQ.FT.

RESIDUE OF A CALLED 61.353 ACRES AMERIPORT, LLC C.C.C.F. NO. 2022–181357

N 13°00'14" W 2,060.04'

S 13°00'14" E 1,906.25'

REMAINDER OF CALLED 99.305 ACRES (TRACT 3) TGS CEDAR PORT PARTNERS L.P. C.C.C.F. NO. 2017–127120

CONCRETE FLUME. (TYP)

AMERIPORT PARKWAY 100' R.O.W. (UNRECORDED)

100.0'

DITCH

CONCRETE

SET CUT "X"

C2

S 73°20'26" W 650.38'

SET 5/8" CAPPED IR "WINDROSE"

CHAMBERS COUNTY THOROUGHFARE C.C.C.F. NO. 2021–163533

REMAINDER OF CALLED 74.145 ACRES HOUSTON LIGHTING & POWER COMPANY VOL. 275, PG. 284, C.C.D.R.

CALLED 64.832 ACRES (TRACT II) HOUSTON LIGHTING & POWER COMPANY VOL. 276, PG. 469, C.C.C.F.

LEGEND

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

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 76°59'46" W	203.34'
L2	S 87°32'43" W	399.72'
L3	N 72°40'33" W	61.47'
L4	N 76°59'46" E	124.53'
L5	N 87°32'43" E	279.87'
L6	S 72°40'33" E	121.04'

CURVE CHART					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	475.00'	10°32'57"	87.46'	S 82°16'15" W	87.33'
C2	45.00'	93°39'28"	73.56'	N 59°49'58" W	65.64'
C3	525.50'	10°32'57"	96.75'	N 82°16'15" E	96.62'
C4	300.00'	19°46'44"	103.56'	S 82°33'55" E	103.05'

SURVEYOR'S CERTIFICATION

TO: AMERIPORT, LLC
THE NORTHERN TRUST COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY
NPH MARKET STREET, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 7a, 7b1, 7c, 8, 9, 11b, 13, 14, 16, 17, 18 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 28, 2023.

STATE OF TEXAS REGISTERED MATTHEW CARPENTER 6942 PROFESSIONAL LAND SURVEYOR

08/04/2023

MATHEW CARPENTER
Registered Professional Land Surveyor
Texas Registration No. 6942

DATE

WINDROSE
LAND SURVEYING | PLATTING
5353 W SAM. HOUSTON PKWY N, STE 150 I HOUSTON, TX 77041 I 713.458.2281
FIRM REGISTRATION NO. 10108800 I WINDROSESERVICES.COM

ALTA/NSPS LAND TITLE SURVEY OF
32.664 ACRES / 1,422,858 SQ. FT.
SITUATED IN THE
CHAMBERS CO. SCHOOL LAND SURVEY, A-321
CHAMBERS COUNTY, TEXAS

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FIELDED BY: RD	CHECKED BY: JL	JOB NO. 55496–AP19
DRAWN BY: JW	DATE: AUGUST 2023	SHEET NO. 1 OF 1

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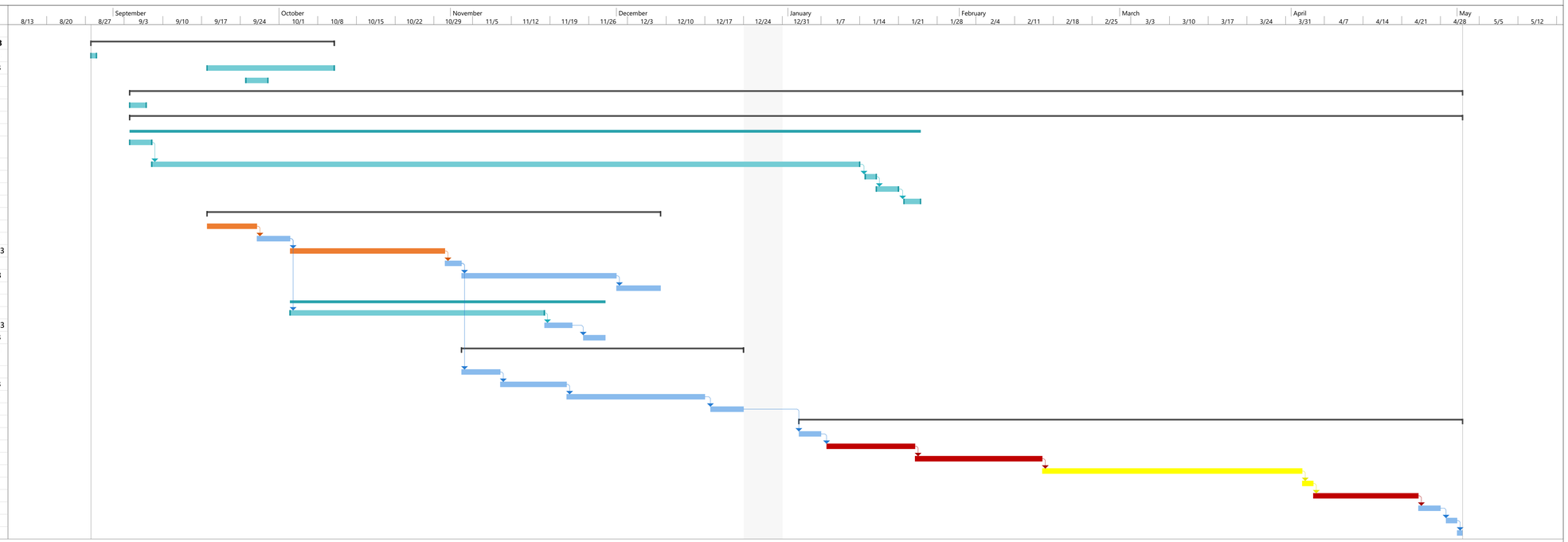
EXHIBIT D
EW4 Roadway Development Schedule

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NATIONAL PROPERTY HOLDINGS

AMERIPORT EW4 ROADWAY

ID	Task Mode	Task Name	Duration	Start	Finish
1		Ameriport EW 4 ROADWAY			
2		**PreConstruction Activities**	**38 days**	**Mon 8/28/23**	**Tue 10/10/23**
3		PreConstruction Meeting	1 day	Mon 8/28/23	Mon 8/28/23
4		Submittals	20 days	Mon 9/18/23	Tue 10/10/23
5		Survey Construction Staking	4 days	Mon 9/25/23	Thu 9/28/23
6		**Ameriport EW4 Roadway**	**197 days**	**Mon 9/4/23**	**Wed 5/1/24**
7		**Mobilization**	3 days	Mon 9/4/23	Wed 9/6/23
8		**EW4 ROADWAY**	**197 days**	**Mon 9/4/23**	**Wed 5/1/24**
9		**West Pond Expansion (HAUL OFF)**			
10		Dewater Pond & Create Diversion Coffer Dam	4 days	Mon 9/4/23	Thu 9/7/23
11		Excavate Pond - Haul to Stockpile	100 days	Fri 9/8/23	Sat 1/13/24
12		Remove Coffer Dam	2 days	Mon 1/15/24	Tue 1/16/24
13		Backslope Ditches & Interceptors	4 days	Wed 1/17/24	Sat 1/20/24
14		Final Dress up and Hydromulch Slopes & Top	3 days	Mon 1/22/24	Wed 1/24/24
15		**Underground Work**	**69 days**	**Mon 9/18/23**	**Fri 12/8/23**
16		Storm Sewer Trunk Line (North System)	8 days	Mon 9/18/23	Tue 9/26/23
17		Pond Connection Pipe	5 days	Wed 9/27/23	Mon 10/2/23
18		Storm Sewer Trunk Line (South System)	24 days	Tue 10/3/23	Mon 10/30/23
19		Storm Sewer Leads under Pavement	3 days	Tue 10/31/23	Thu 11/2/23
20		Water Line	22 days	Fri 11/3/23	Thu 11/30/23
21		Test Water Line & Certify	7 days	Fri 12/1/23	Fri 12/8/23
22		**NORTH & SOUTH POND**			
23		Excavate Pond - Haul to Stockpile	40 days	Tue 10/3/23	Fri 11/17/23
24		Backslope Ditches & Overflow	4 days	Sat 11/18/23	Wed 11/22/23
25		Final Dress up and Hydromulch Slopes & Top	3 days	Sat 11/25/23	Tue 11/28/23
26		**Earthwork & Paving to Entrance Road Building 17 Access**	**42 days**	**Fri 11/3/23**	**Sat 12/23/23**
27		Roadway Excavation & Fill	6 days	Fri 11/3/23	Thu 11/9/23
28		Lime Stabilization for 10" Pvmt	10 days	Fri 11/10/23	Tue 11/21/23
29		Concrete Paving 10" (Mainlane)	20 days	Wed 11/22/23	Sat 12/16/23
30		Backfill & Ditch Cut	6 days	Mon 12/18/23	Sat 12/23/23
31		**Earthwork & Paving to End**	**103 days**	**Wed 1/3/24**	**Wed 5/1/24**
32		Demo Existing Concrete	4 days	Wed 1/3/24	Sat 1/6/24
33		Roadway Excavation & Fill	14 days	Mon 1/8/24	Tue 1/23/24
34		Lime Stabilization	20 days	Wed 1/24/24	Thu 2/15/24
35		Concrete Paving 10"	40 days	Fri 2/16/24	Tue 4/2/24
36		Concrete Turn Around	2 days	Wed 4/3/24	Thu 4/4/24
37		Roadside Ditch Cut	16 days	Fri 4/5/24	Tue 4/23/24
38		Signage & Striping	4 days	Wed 4/24/24	Sat 4/27/24
39		Hydromulch	2 days	Mon 4/29/24	Tue 4/30/24
40		Punch List Inspection	1 day	Wed 5/1/24	Wed 5/1/24



Project: Ameriport Parkway - C
Date: Thu 8/3/23

Task | Milestone | Project Summary | Inactive Milestone | Manual Task | Manual Summary Rollup | Start-only | External Tasks | Deadline | Manual Progress
Split | Summary | Inactive Task | Inactive Summary | Duration-only | Manual Summary | Finish-only | External Milestone | Progress

EXHIBIT E

PILOT PAYMENT SCHEDULE

Tax Year	Ch. 381 PILOT	CCSED PILOT	PILOT Payment Deadline
2025	50% of County Tax Abated	100% of CCSED Tax	1/31/2026
2026	50% of County Tax Abated	100% of CCSED Tax	1/31/2027
2027	50% of County Tax Abated	100% of CCSED Tax	1/31/2028
2028	50% of County Tax Abated	100% of CCSED Tax	1/31/2029
2029	50% of County Tax Abated	100% of CCSED Tax	1/31/2030
2030	50% of County Tax Abated	100% of CCSED Tax	1/31/2031
2031	50% of County Tax Abated	100% of CCSED Tax	1/31/2032
2032	50% of County Tax Abated	100% of CCSED Tax	1/31/2033
2033	50% of County Tax Abated	100% of CCSED Tax	1/31/2034
2034	50% of County Tax Abated	100% of CCSED Tax	1/31/2035

The aggregate County Tax Rate consists of the following categories:

- Road & Bridge Special
- County – General
- Interest & Sinking
- Road & Bridge FMFC
- Chambers County School Equalization District

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

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