

Attachment to Ordinance Creating IDA 7B – Basic Equipment Co.

Section 5 Attachment–
Industrial District Agreement 7B – Basic Equipment Co.

INDUSTRIAL DISTRICT AGREEMENT NO. 7B

THE STATE OF TEXAS §
COUNTY OF NUECES §
CITY OF CORPUS CHRISTI §

This Industrial District Agreement ("Agreement") made and entered into under the authority of Section 42.044 of the Local Government Code, by and between the CITY OF CORPUS CHRISTI, TEXAS, a Texas home-rule municipal corporation of Nueces County, Texas, hereinafter called the "CITY," and Basic Equipment Company (a wholly-owned subsidiary of Berry Contracting, Inc.) a Texas Corporation, Land and Improvements Owner, hereinafter collectively called the "COMPANY."

WITNESSETH:

WHEREAS, it is the established policy of the City Council of the City of Corpus Christi, Texas, to adopt reasonable measures permitted by law that will tend to enhance the economic stability and growth of the CITY and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the CITY and its citizens; and

WHEREAS, the COMPANY is the owner and/or lessee of Land or owner of Improvements on land within the Extra Territorial Jurisdiction of the CITY; and

WHEREAS, under said policy and the provisions of Section 42.044, Texas Local Government Code, the CITY has enacted Ordinance No. 15898, approved November 26, 1980, as amended, incorporated for all purposes, indicating its willingness to enter into Industrial District Agreements with industries located within its Extra Territorial Jurisdiction and designating the specified land areas as Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2; and

WHEREAS, in order to correct certain boundary issues, Ordinance No. 029958 reestablished the boundaries of the land areas known as Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2 and renamed such areas "Industrial District No. 1 and Industrial District No. 2", herein collectively called "Industrial Districts"; and

WHEREAS, the CITY desires to encourage the updating, expansion and growth of industries within said Industrial Districts, and for this purpose, desires to enter into this Agreement with the COMPANY; and

WHEREAS, the COMPANY desires to avoid regulation by the CITY of the COMPANY'S structures and properties within such Industrial Districts.

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties herein contained and under the authority granted under Section 42.044, Texas Local Government Code, and the Ordinances of the City referred to above, the CITY and the COMPANY hereby agree as follows:

Article 1

Section 1.01 Immunity from Annexation. The CITY covenants and agrees that during the term of this Agreement, and subject to the terms and provisions herein, the Land shall retain its extraterritorial status as an Industrial District, and shall continue to retain this status until and unless the same is changed under the terms of this Agreement. Except as herein provided, the CITY further covenants and agrees that the Land shall be immune from annexation during the term of this Agreement.

Section 1.02 Limited to Industrial Use. COMPANY covenants and agrees that during the term hereof, COMPANY will not use or permit the use of the Land, Improvements, and personal property covered by this Agreement for purposes not included within the term "industry". "Industry" as used herein shall mean for the same industrial uses to which the Land, or similarly situated land within the Industrial Districts, is now devoted by the COMPANY or other such parties holding such similarly situated land. Holding the Land and Improvements for future "industry" use, without using same for non-industry purposes, does not violate this paragraph. If the COMPANY uses, or permits use of, the Land, Improvements, and/or personal property covered by this Agreement for purposes not included within the term "industry" as defined above, the CITY shall have the right, in its sole and absolute discretion: (1) to obtain an injunction from a court of competent jurisdiction, upon the court's determination that the use is not an "industry" use, requiring that the use be permanently discontinued, or (2) to annex the Land covered by this Agreement and until the Land is annexed, the COMPANY shall continue to make payments equal to one hundred percent (100%) of ad valorem taxes on Land, Improvements, and personal property.

Section 1.03 Annexation Corridor. If any other company within the Extra Territorial Jurisdiction of the CITY fails to enter into an Industrial District Agreement with the CITY or defaults on their in lieu of tax payments, and said defaulting company is not contiguous with the CITY'S boundary, the COMPANY shall, after the CITY provides the COMPANY with sixty (60) days prior written notice of intent to initiate annexation proceeding, permit the CITY to annex a suitable strip of land out of the COMPANY'S Land from the CITY'S boundary to the defaulting company's land to permit its annexation. In the event the CITY must annex a part of the COMPANY'S property in order to annex property owned by third parties, the CITY will annex the absolute minimum amount of the COMPANY'S property legally necessary to annex such property owned by third parties. The location of such annexed property shall be subject to the approval of the COMPANY, such approval shall not be unreasonably withheld. COMPANY and such annexed property shall have no right to any CITY services as a result of such annexation; nor shall the CITY extend, by ordinance, any rules, or regulations, including, but not limited to, those (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (C) attempting to exercise in any manner whatsoever control over the conduct of COMPANY'S business thereon. Such annexed portion of land shall remain a part of this Agreement and shall not be subject to CITY taxes, but shall continue to be included within the in lieu of tax payment. In the event that the need for an annexation corridor no longer exists, including but not limited to the defaulting company entering into an Industrial District Agreement, or has met its obligations to the CITY, the CITY agrees to immediately cease any annexation proceedings related to the annexation corridor over the COMPANY'S

Land, or within (60) days, take the steps necessary to complete disannexation proceedings required to remove from the city limits any unnecessary annexation corridor.

Section 1.04 City Services. During the term hereof, pursuant to this Agreement, the CITY shall have no obligation to extend to the Land any utility or other CITY services, except for services that are being provided to and paid for by the COMPANY on the date hereof, or as otherwise stated herein.

Section 1.05 Fire Protection Services. The CITY may provide fire protection services to the COMPANY at the option of the COMPANY for an additional payment to the CITY as set forth under Section 3.05 hereof.

Section 1.06 Compliance with City Rules and Regulations. The CITY and the COMPANY agree that during the term hereof, with respect to the Land, the CITY shall not require compliance with its rules or regulations: (1) governing zoning and platting of the Land, or any additions thereto, outside the CITY limits and in an Industrial District; provided, however, COMPANY further agrees that it will in no way divide the Land or additions thereto without complying with State law and CITY ordinances governing subdivision of land; (2) prescribing any building, electrical, plumbing or inspection code or codes; or (3) prescribing any rules governing the method of operation of COMPANY'S business, except as to those regulations relating to the delivery of utility services and industrial waste disposal through CITY-owned facilities.

Section 1.07 Definitions.

- A. **City.** As defined in the preamble hereof and includes its successors and assigns.
- B. **Commencement of Construction.** Physical construction (including, at a minimum, excavation for foundations or the beginning of installation or erection of improvements) at the primary site of the eligible project has begun.
- C. **Existing Improvements.** In use prior to January 1, 2015.
- D. **Extra Territorial Jurisdiction (ETJ).** The unincorporated area that is contiguous to the corporate boundaries of the City of Corpus Christi and that is located within five miles of those boundaries.
- E. **Improvements.** As defined in Section 1.04(3) of the Texas Tax Code, and shall also include power generation facilities, petroleum and/or chemical refining, processing, extraction or storage facilities, structures, or equipment erected on or affixed to the land, regardless of the land ownership, and pipelines on, under, or across the land which are owned by COMPANY. Includes Existing Improvements and New Improvements.
- F. **Industrial District.** The industrial districts created pursuant to Ordinance No. 029958, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.
- G. **Industrial District Agreement.** An agreement made and entered into under the authority of Section 42.044 of the Texas Local Government Code.

- H. Land. All of the real property owned, leased or possessed by COMPANY and located within the Industrial Districts and designated on Exhibit A attached hereto.
- I. Market Value. As determined and defined by NCAD.
- J. NCAD. The Nueces County Appraisal District and includes its successors and assigns.
- K. New Improvement. Improvement which was not in use prior January 1, 2015.
- L. Placed in Use. Improvements that are completed and Placed in Use and are not listed by NCAD as Construction Work in Progress (CWIP).

Article 2

Section 2.01 Term. The term of this Agreement shall be no more than ten (10) years beginning on the date on which the de-annexation ordinance regarding the subject property becomes effective, and continuing until December 31, 2024, unless terminated as herein provided or extended for additional period or periods of time upon mutual consent of the COMPANY and the CITY as provided by the Local Government Code; provided however, if this Agreement is not extended, or replaced with a similar agreement that provides for an additional period or periods of time, on or before March 31 of the final calendar year of the term hereof, then the immunity from annexation granted herein shall terminate on that date, but all other terms of this Agreement shall remain in effect for the remainder of the term; provided, however, the effective date and time of annexation shall be no earlier than midnight of December 31 of the final year of the term.

Section 2.02 Extended Term. This Agreement may be extended for an additional period or periods only by written agreement between the CITY and the COMPANY.

Article 3

Section 3.01 Payment in lieu of Ad Valorem Taxes. Each year during the term hereof, the COMPANY shall pay to the CITY:

- A. Land. An amount in lieu of tax on the Land (excluding Improvements and personal property located thereon) equal to one hundred percent (100%) of the amount of ad valorem taxes based upon the Market Value of the Land which would otherwise be payable to CITY by COMPANY if the Land were situated within the CITY limits.
- B. Existing Improvements. An amount in lieu of tax on Existing Improvements (excluding personal property) located on the Land equal to one hundred percent (100%) of the amount of ad valorem taxes based upon the Market Value of the Existing Improvements which would otherwise be payable to the CITY by the COMPANY if said Existing Improvements were situated on land within the CITY limits.

- C. New Improvements. With respect to any New Improvements, the in lieu of tax payment shall be one hundred percent (100%) of the amount of ad valorem taxes based upon the Market Value of the New Improvements which would otherwise be payable to the CITY by the COMPANY if said New Improvements were situated on land within the CITY limits.
- D. Personal Property. An amount in lieu of tax on personal property equal to one hundred percent (100%) of the amount of ad valorem taxes based upon the Market Value of the personal property which would otherwise be payable to CITY by COMPANY if the personal property were situated on land within the CITY limits.
- E. With respect to any new land acquired by the COMPANY located within an Industrial District, the use of which relates directly to the primary use of the parent tract, the new land shall be included in the COMPANY'S land known as the Land, and shall be considered in calculating the in lieu of tax payment on the Land as of January 1 of the first year following the date which the new land is acquired by the COMPANY. Within ninety (90) days after the acquisition of new land by the COMPANY, the COMPANY shall provide the CITY with a revised Exhibit A that includes a complete listing by NCAD Geographic ID number of the newly acquired land.
- F. With respect to any new land acquired by the COMPANY after January 1, 2015, located within the Extra Territorial Jurisdiction of the CITY, the use of which does not relate to the primary use of the parent tract, the COMPANY shall report such purchase to the CITY and the CITY shall determine whether an Industrial District Agreement is desired for such newly acquired land.

Section 3.02 Company Schedule of Value. On or before August 31 of each year of this Agreement, or upon final determination of Market Values by NCAD, whichever is later, the COMPANY shall provide to the CITY an itemized Schedule of Value by sworn affidavit, on the form attached hereto as Exhibit B, listing all NCAD Geographic ID numbers and the values related thereto, and showing all Land, Improvements, and personal property, owned or controlled by the COMPANY including and identifying the property to be valued as part of this Agreement (the "Schedule"). The Schedule shall also list the year any Improvements were Placed in Use. The COMPANY has no objection to the CITY'S review of all forms, information, and documents provided by the COMPANY to NCAD and, in the event of appeal, the Appraisal Review Board. Failure to provide the Schedule to the CITY shall constitute a breach of this Agreement.

Section 3.03 Determination of Value. In determining the COMPANY'S annual in lieu of tax payment required under this Agreement, the calculation shall be made utilizing the Market Value of all Land, Improvements, and personal property as determined by NCAD, or its successor, under provisions of the Texas Property Tax Code. The COMPANY shall timely provide information and reports required under this Agreement and under Texas law, rules and regulations to NCAD or its designee, so that the appraisal process can be completed in accordance with all applicable state laws.

Section 3.04 Company Protest of Value or Billing. If the COMPANY elects to protest the valuation set on any of its properties by NCAD for any year or years during the term hereof, it is agreed that nothing in this Agreement shall preclude the protest, and the COMPANY shall have the right to take all legal steps desired to reduce the same as if the property were located within the CITY, except with regard to the

exemptions in Section 3.06 below. The COMPANY shall notify the CITY of its appeal within 30 days after its protest of the valuation is submitted to NCAD.

Notwithstanding any protest of valuation by the COMPANY or any non NCAD related billing dispute, the COMPANY agrees to pay to the CITY an initial in lieu of tax payment, on or before the Due Date in Section 3.07 below, based on the amount billed by the CITY. When the valuation on said property or any billing dispute has been finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final settlement of the controversy, then within thirty (30) days thereafter, the COMPANY shall make to the CITY any additional payment due based on the final determination. If, as a result of final judgment of a court of competent jurisdiction, or as the result of other final settlement of the controversy, the amount of in lieu of tax payment due to the CITY is established to be an amount less than the amount of the initial in lieu of tax payment for that year paid by the COMPANY, the excess in lieu of tax payment, if any, collected by the CITY shall be returned to COMPANY within thirty (30) days after said final determination. Any non NCAD related billing disputes shall be resolved by the CITY within ninety (90) days from the date notice of the dispute is received by the CITY.

Section 3.05 Fire Protection. An additional amount for city fire protection equal to fifteen percent (15%) of the amount which would be payable on 100% of Market Value of Improvements located on the Land will be paid annually; provided, however, that if and as long as the COMPANY, as of January 1 of each year, is a member in good standing of the Refinery Terminal Fire Company, or its successor, or the COMPANY agrees to provide fire protection and emergency services either from a qualified external provider or by use of a qualified internal emergency response organization, it shall not be obligated to pay the additional amount provided by this Section 3.05. Minimum qualifications would include meeting certain standards as defined by applicable OSHA, state regulatory and NFPA Standards that apply to fire control, emergency management, disaster planning and rescue services as recognized by the Texas Industrial Fire Training Board, the State Fireman's and Fire Marshal's Association of Texas or equivalent. The COMPANY will provide equipment, training, and facilities necessary to safely handle all expected emergencies and properly protect the COMPANY and the community from the adverse effects of an industrial disaster, which obligation may be satisfied by the COMPANY being a member in good standing of the Refinery Terminal Fire Company, or its successor. (Calculation: Market Value of Improvements x 15% x City Tax Rate = Fire Protection Fee)

Section 3.06 Calculation of Amount Due. The CITY shall mail an invoice to the COMPANY, which sets forth the amount of payment in lieu of tax owed to the City calculated in accordance with this Agreement. Such invoice shall be postmarked at least thirty (30) days prior to the Due Date defined in Section 3.07 below, and shall be mailed to the address shown in Section 10.03 of this Agreement. The calculation shall be made without reference to the exemption for pollution control property in Section 11.31, Texas Property Tax Code, and Article VIII, Section 1-I, Texas Constitution, as same presently exist or may be hereafter amended, using the Market Value of pollution control equipment certified by NCAD. In addition, all the amounts shall be calculated without reference to any new tax exemption or any increase in an existing tax exemption enacted after January 1, 1995.

Section 3.07 Payment. The COMPANY agrees to pay to the CITY on or before January 31 of the year following each year during the term hereof (the "Due Date"), all payments in lieu of tax provided for hereunder and invoiced by the CITY in accordance with Section 3.06 above, without discount for early payment. The present ratio of ad valorem tax assessment used by the CITY is one hundred percent (100%)

of the Market Value of property. Any change in the ratio used by the CITY shall be reflected in any subsequent computations hereunder. This Agreement, and the method of determining and fixing the amount of in lieu of tax payments hereunder, shall be subject to all provisions of law relating to determination of Market Value and taxation, including, but not limited to, laws relating to rendition, assessment, equalization and appeal. Any invoiced amounts that are not paid by the Due Date shall be considered delinquent. Delinquent amounts shall be immediately subject to interest at twelve (12%) per annum, compounded monthly and the COMPANY shall reimburse the CITY for its costs of collections, including reasonable attorneys' fees.

Article 4

Section 4.01 Company Failure to Pay/Company Breach. If the COMPANY fails to make a payment due to the CITY hereunder or if the COMPANY fails to perform any other obligation incumbent upon the COMPANY to be performed hereunder, and if such default is not fully corrected within sixty (60) days after the CITY gives written notice of said default to the COMPANY (or, if within such 60 day period, the COMPANY has not demonstrated a satisfactory plan of compliance approved by the CITY (where compliance requires more than 60 days)), the City shall have the option to either (1) declare this Agreement terminated and immediately commence annexation proceedings and sue to recover all damages; (2) bill COMPANY and sue to recover 100% of all monies that the CITY would have received from the COMPANY if it had been within the CITY limits, which includes 100% of all taxes, attorneys' fees and court costs; or (3) continue this Agreement for its term and collect the payments required hereunder.

Section 4.02 Lien. The CITY shall be entitled to and have a tax lien on the Land, Improvements, and personal property which may, in the event of default in payment of any sum due hereunder that is not cured in accordance with Section 4.04 below, be enforced by CITY in the same manner as provided by law and for the collection of delinquent ad valorem taxes. Additionally, the CITY shall be entitled to and have a contractual lien on the Land, Improvements, and personal property which may be foreclosed in the event of such uncured default (1) judicially or (2) extra-judicially in the same manner as a deed of trust under Texas Property Code, and for that purpose may appoint a trustee or trustees.

Section 4.03 City Breach. If the CITY breaches this Agreement by annexing or attempting to pass an ordinance annexing any of the Land (except with reference to the agreed annexation corridor in Section 1.03), the COMPANY shall be entitled to enjoin the CITY from the date of its breach for the balance of the term of this Agreement, from enforcing any annexation ordinance adopted in violation of this Agreement and from taking any further action in violation of this Agreement. If the COMPANY elects to pursue this remedy, then so long as the CITY specifically performs its obligations hereunder, under injunctive order or otherwise, the COMPANY shall continue to make the annual payments required by this Agreement.

Section 4.04 Notice of Default. Notwithstanding anything to the contrary contained herein, in the event of any breach by the COMPANY of any of the terms or conditions of this Agreement, the CITY shall give the COMPANY written notice specifying the nature of the alleged default, and manner in which the alleged default may be satisfactorily cured. Thereafter, the COMPANY will be afforded sixty (60) days within which to cure the alleged default (or, if cure requires more than 60 days, the COMPANY shall have

the right to demonstrate a satisfactory plan of cure approved by the CITY within such 60 days, which shall be deemed to be a cure so long as the COMPANY is diligently pursuing such plan).

Section 4.05 Cumulative Remedies. The remedies provided herein are cumulative, none is in lieu of any other, and any one or more or combination of the same is available. Each party, in addition to remedies expressly provided herein is entitled to any and all other remedies available at law or in equity.

Section 4.06 No Waiver of Rights and Remedies. It is expressly understood that if at any time the COMPANY is in default in any provision of this Agreement, the failure on the part of the CITY to promptly avail itself of the rights and remedies that the CITY may have, will not be considered a waiver on the part of the CITY; provided that if the CITY within ten (10) years from the date of any default by the COMPANY, does not avail itself of the rights or remedies or elect to terminate this Agreement on account of such default, then such default is deemed waived.

Further, is expressly understood that if at any time the CITY is in default in any provision of this Agreement, the failure on the part of the COMPANY to promptly avail itself of the rights and remedies that the COMPANY may have, will not be considered a waiver on the part of the COMPANY; provided that if the COMPANY within ten (10) years from the date of any default by the CITY, does not avail itself of the rights or remedies or elect to terminate this Agreement on account of such default, then such default is deemed waived.

Section 4.07 Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, in no event will either party be liable to the other party hereunder for punitive, exemplary, or indirect damages, lost profits or business interruptions damages; provided however, this limitation is not meant to limit the CITY'S rights under this Agreement to collect from the COMPANY any unpaid in lieu of tax payments, late penalties and interest associated therewith, and any costs of collection including but not limited to attorney fees.

Article 5

Section 5.01 Description of Property. The COMPANY agrees to provide the CITY with a listing of Geographic ID numbers, as available from NCAD or its successor, to be attached hereto and incorporated herein as Exhibit A. With respect to COMPANY'S acquisition of new land, as described in Section 3.01 F, which becomes included in the Land, COMPANY agrees to provide to CITY a listing of Geographic ID numbers as available from NCAD or its successor.

Article 6

Section 6.01 Annexation By Another Entity. If any attempt to annex any of the Land owned, used, occupied, leased, rented or possessed by COMPANY, is made by another municipality, or if the incorporation of any new municipality should attempt to include within its limits the Land or property, the CITY shall seek a temporary and permanent injunction against the annexation or incorporation, with the cooperation of the COMPANY, and shall take any other legal action necessary or advisable under the

circumstances. The cost of the legal action shall be borne equally by the parties hereto; provided, however, the fees of any special legal counsel shall be paid by the party retaining same.

Section 6.02 Termination. If the CITY and the COMPANY are unsuccessful in obtaining a temporary injunction enjoining the attempted annexation or incorporation described in Section 6.01 above, the COMPANY shall have the option of (1) terminating this Agreement, effective as of the date of the annexation or incorporation, or (2) continuing to make the in lieu of tax payment required hereunder. This option shall be exercised within thirty (30) days after the application for the temporary injunction is denied. If the COMPANY elects to continue the in lieu of tax payment, the CITY shall place future payments hereunder together with part of the payment for the calendar year in which the annexation or incorporation is attempted, prorated to the date the temporary injunction or relief is denied, in a separate interest-bearing escrow account which shall be held by CITY subject to the following:

- A. If final judgment (after all appellate review, if any, has been exhausted) is entered denying a permanent injunction and/or upholding the annexation or incorporation, then all these payments and accrued interest thereon shall be refunded to the COMPANY; or
- B. If final judgment (after all appellate review, if any, has been exhausted) is entered granting a permanent injunction and/or invalidating the annexation or incorporation, then all the payments and accrued interest thereon shall be retained for use by the CITY.

Article 7

Section 7.01 Sale or Lease. Whenever the COMPANY sells all or a portion of the Land or Improvements to any entity that is not an affiliate of the Company, unless such affiliate will be responsible for payment hereunder, the COMPANY shall within ninety (90) days give notice to the CITY of said sale, and this Agreement shall continue in effect as to all Land and Improvements sold. If COMPANY sells only a portion of the Land or Improvements, the COMPANY shall furnish to the CITY a revised Exhibit A effective for the calendar year next following the calendar year in which the conveyance occurred. If the COMPANY leases all or a portion of the Land or Improvements to an entity that will be responsible for payment hereunder, the COMPANY shall within ninety (90) days give notice to the CITY of said lease, and this Agreement shall continue in effect as to all Land and Improvements leased.

Section 7.02 Company's Responsibility for Payment. The COMPANY as seller or lessor in a transaction pursuant to Section 7.01 above, shall remain solely responsible for any payment in lieu of tax attributable to the Land or Improvements sold or leased unless the COMPANY has entered into an assignment and assumption agreement with the buyer or lessee of such Land or Improvements, which shall be consented to by the CITY, in which the buyer or lessee assumes all responsibilities and obligations under this Agreement as to the purchased or leased Land and/or Improvements.

Section 7.03 Assignment. This Agreement may be assigned by the COMPANY. If this Agreement is assigned, the COMPANY shall notify the CITY of such assignment within thirty (30) days.

Article 8

Section 8.01 Inurement. This Agreement shall inure to the benefit of and be binding upon the CITY and the COMPANY, and shall inure to the benefit of and be binding upon the COMPANY'S successors and assigns, affiliates and subsidiaries, and, subject to Section 7.02, shall remain in force whether the COMPANY sells, assigns, or in any other manner disposes of, either voluntarily or by operations of law, all or any part of the Land, and the agreements herein contained shall be held to be covenants running with the Land for so long as this Agreement or any extension thereof remains in force. The word "affiliates" as used herein shall mean: (1) all companies with respect to which the COMPANY directly or indirectly, through one or more intermediaries at the time in question, owns or has the power to exercise control over fifty percent (50%) or more of the stock having the right to vote for the election of directors; or (2) all corporations (or other entities) controlled by or under common control with the Company as contemplated by Section 1239(c) of the Internal Revenue Code of 1954, as amended.

Article 9

Section 9.01 Buy Local. COMPANY shall use reasonable efforts to acquire all of its procurements, including, but not limited to, supplies, materials, equipment, service contracts, construction contracts, and professional services contracts from businesses located within Nueces and San Patricio Counties, unless such procurements are not reasonably and competitively available within said area. COMPANY shall not be required to maintain records regarding this requirement other than those normally kept in its usual course of business.

Section 9.02 Water Procurement. COMPANY acknowledges that the CITY provides a regional water system that is critical to the well-being and economic growth of the entire area and that it is important for each customer to continue to use the system as its principal source of water. COMPANY agrees to provide six months written notice of any intent or action to obtain more than ten percent (10%) of its total water needs from any source other than the CITY.

Article 10

Section 10.01 Severability. In the event any word, phrase, clause, sentence, paragraph, section, article or other part of this Agreement or the application thereof to any person, firm, corporation or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of the word, phrase, clause, sentence, paragraph, section, article or other part of this Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

Section 10.02 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior understandings, or oral or written agreements, between the parties respecting such subject matter, except as otherwise provided in the instruments referenced herein. This Agreement may be amended only by written instrument signed by all of the parties hereto.

Section 10.03 Notices. Any notice to the COMPANY or the CITY concerning the matters to which this Agreement relates may be given in writing by registered or certified mail addressed to the COMPANY or the CITY at the appropriate respective addresses set forth below. The COMPANY must notify the CITY of any change of address in writing. Notices by a party to the other party hereto, shall be mailed or delivered as follows:

To the City:

Ms. Margie C. Rose
City Manager
City of Corpus Christi
1201 Leopard
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Phone: 361-826-3220
Fax: 361-826-3845

With copies to:

City of Corpus Christi-City Secretary
1201 Leopard
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Phone: 361-826-3105
Fax: 361-826-3113

City of Corpus Christi-City Attorney
1201 Leopard
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Phone: 361-826-3360
Fax: 361-826-3239

If to Company:

Mr. Edward A. Martin, Vice President
Basic Equipment Company
P.O. Box 4858
Corpus Christi, Texas 78469
361-693-2100

With copies to:

Basic Equipment Company
Mr. Charles A. Vanneman
Legal Counsel
P.O. Box 4858
Corpus Christi, TX 78469

Section 10.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is to be performed in Nueces County, Texas.

Section 10.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original, and all of which taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.06 Authority. By acceptance of this Agreement and/or benefits conferred hereunder, each party represents and warrants to the other that its undersigned agents have complete and unrestricted authority to enter into this Agreement and to obligate and bind such party to all of the terms, covenants and conditions contained herein.

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ENTERED into this _____ day of _____, 2017.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta, City Secretary

Margie C. Rose, City Manager

LEGAL FORM APPROVED _____ of _____, 2017

Aimee Alcorn-Reed
Assistant City Attorney
FOR CITY ATTORNEY

CITY OF CORPUS CHRISTI ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2017, by
Margie C. Rose, City Manager of the City of Corpus Christi, a Texas home-rule municipal corporation, on
behalf of said corporation.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

ATTEST:

LAND & IMPROVEMENTS OWNER

Name: W. Thomas With

Title: _____

Basic Equipment Company
By: Edward A. Martin

Name: Edward A. Martin

Title: Vice President

LAND & IMPROVEMENTS OWNER ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Quince §

This instrument was acknowledged before me on 28 day of April, 2017, by Edward A. Martin, as the Vice President of Basic Equipment Company, a Texas Corporation, on behalf of said corporation.

Given under my hand and seal of office this 28 day of April, A.D., 2017.

Donetta Beaty
Notary Public, State of _____

Printed Name: _____

My Commission expires: _____

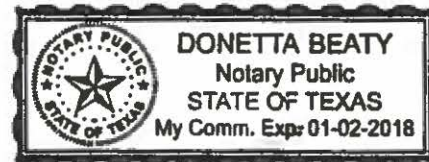


EXHIBIT A
Geographic ID Number Designated By
Nueces County Appraisal District

Nueces County Appraisal District
Geographic IDs and Legal Descriptions

Exhibit A

Industrial District Agreement #7B
Basic Equipment Company

Confirmed by City	ID	Type	Legal Descriptions
3695-0003-0010	7B	Outside Land	INTERSTATE INDL COMPLEX LT 1 BK 3

EXHIBIT B
Schedule of Value

CITY OF CORPUS CHRISTI
INDUSTRIAL DISTRICT
SCHEDULE OF VALUE

Company Name: _____
Contact Name: _____
Telephone: _____
Address: _____
Address: _____

Contract Number _____
As of 1/1/ 2015
Due 8/31/ 2015

Geographic ID ####-####-#### or IH-####-####	Description	Land										Total
			Pre 2007	2007	2008	2009	2010	2011	2012	2013	2014	
												-
												-
												-
												-
												-
												-
												-
												-
Total			-	-	-	-	-	-	-	-	-	-

I, _____, a duly authorized official of the above company, do swear that the information provided is accurate to the best of my knowledge.

Signature of Authorized Official

Date

Email

Printed Name

Authorized Official's Title

Sworn to and subscribed before me by _____ on this _____ day of _____, 20__.

(Personalized Seal)

Notary Public's Signature

EXHIBIT C
City Ordinance
Creating Industrial Districts

AN ORDINANCE AUTHORIZING THE REESTABLISHMENT OF LAND AREAS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CORPUS CHRISTI, TEXAS AS INDUSTRIAL DISTRICTS; RESERVING AND PRESERVING ALL RIGHTS, POWERS AND DUTIES OF THE CITY COUNCIL; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE INDUSTRIAL DISTRICT AGREEMENTS BY AND BETWEEN THE CITY AND VARIOUS PROPERTY OWNERS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY

WHEREAS, under Texas Local Government Code Chapter 42, Subchapter 42.044, the Governing body of any city has the right, power and authority to designate any part of the area located in its extraterritorial jurisdiction as an Industrial District, and to treat such area from time to time as such governing body may deem to be in the best interest of the City; and

WHEREAS, included in such rights and powers of the governing body of any city is the permissive right and power to enter into written agreements with the owner or owners of land in the extraterritorial jurisdiction of a city to guarantee the continuation of the extraterritorial status of such land, and immunity from annexation by the city for a period of time, and other such terms and considerations as the parties might deem appropriate; and

WHEREAS, it is the established policy of the City Council of the City of Corpus Christi, Texas (the "City"), to adopt reasonable measures permitted by law that will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein as being in the best interest of the City and its citizens; and

WHEREAS, under said policy and the provisions of Section 42.044, Texas Local Government Code, the City of Corpus Christi has enacted Ordinance No. 15898, approved November 26, 1980, as amended, indicating its willingness to enter into industrial district agreements with industries located within its extraterritorial jurisdiction and designating the specified land areas as Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2; and

WHEREAS, in order to correct certain boundary issues, the City Council desires to reestablished the boundaries of the land areas known as Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2 and renamed such areas "Industrial District No. 1" and "Industrial District No. 2"; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this Ordinance.

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SECTION 2. Industrial District 1 and Industrial District 2 are hereby established as described in Exhibit A attached hereto and incorporated herein.


SECTION 3. The City may create new Industrial Districts, and expand or diminish the size of any Industrial District and the City hereby reserves all rights and powers it may have or acquire to revoke in whole or in part the creation of all or any part of an Industrial District, except to the extent that it has agreed not to do so in any industrial district agreement.

SECTION 4. The City Council approves and authorizes the entering of contractual obligations with property owners in within the extraterritorial jurisdiction of the City in substantially the form as shown in the document which is attached hereto and incorporated herein as Exhibit B. The City Manager, or his designee, is hereby authorized to execute such documents and all related documents on behalf of the City of Corpus Christi. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

ATTEST:


Armando Chapa
City Secretary

THE CITY OF CORPUS CHRISTI


Nelda Martinez
Mayor

That the foregoing ordinance was read for the first time and passed to its second reading on this the 10th day of September, 2013, by the following vote:

Nelda Martinez

Aye

Chad Magill

Aye

Kelley Allen

Aye

Colleen McIntyre

Aye

Rudy Garza

Aye

Lillian Riojas

Abstain

Priscilla Leal

Aye

Mark Scott

Aye

David Loeb

Aye

That the foregoing ordinance was read for the second time and passed finally on this the 17th day of September 2013, by the following vote:

Nelda Martinez	<u>Aye</u>	Chad Magill	<u>Aye</u>
Kelley Allen	<u>Aye</u>	Colleen McIntyre	<u>Aye</u>
Rudy Garza	<u>Aye</u>	Lillian Riojas	<u>Aye</u>
Priscilla Leal	<u>Aye</u>	Mark Scott	<u>Aye</u>
David Loeb	<u>Aye</u>		

PASSED AND APPROVED, this the 17th day of September 2013.

ATTEST:

Armando Chapa
Armando Chapa
City Secretary

Nelda Martinez
Nelda Martinez
Mayor

EXHIBIT A

Boundaries of Industrial District 1 and Industrial District 2

Corpus Christi Industrial District No. 1

Approximately 9,775 Acres within Nueces County, Texas, outside the city limits of the City of Corpus Christi and generally bounded on the southwest by the northeast right-of-way of Interstate Highway No. 37, on the north by the south shoreline of the Nueces River and Nueces Bay, on the West by the East right-of-way of Carbon Plant Road (Joe Fulton Corridor) from Interstate Highway No. 37 to McKinzie Lane and the north right-of-way of McKinzie Lane from the east right-of-way of Carbon Plant Road to the east property line of the City's Allison Wastewater Treatment Plant and along the east property line of the City's Allison Wastewater plant from McKinzie Lane to the Nueces River.

- 1) BEGINNING at the northeast corner of Tract "G", Nueces View Tracts as recorded in Volume 28, Page 64 of the Map Records of Nueces County, TX, same being the northeast corner of the City's Allison Wastewater Treatment Plant;
- 2) THENCE in an easterly direction with the meanders of the south shoreline of the Nueces River and Nueces Bay to the northwest corner of Block 1, Lot 150 of the Porto Bello Subdivision as recorded in Volume 47, Pages 144-145 of the Map Records of Nueces County, Texas;
- 3) THENCE southwesterly along the westerly boundary line of the Porto Bello Subdivision to the southwesterly corner of Lot 1, Block 1;
- 4) THENCE southeasterly along the southerly boundary line of said Lot 1 to the current City Limits of the City of Corpus Christi;
- 5) THENCE southwesterly along said City Limit line to a point where the centerline of Avenue "F" intersects the northerly right-of-way line of Burleson Street;
- 6) THENCE northwesterly along the north right-of-way of Burleson Street to the southwesterly boundary line of Lot 1, Block 174 of the Brooklyn Addition as recorded in Volume A, Page 32 of the Map Records of Nueces County, Texas;
- 7) THENCE northeasterly through said Block 174 to the northwesterly corner of Lot 11;
- 8) THENCE southeasterly along the northeasterly boundary line of said Lot 11 to the northeasterly corner thereof;
- 9) THENCE northeasterly along the northwesterly right-of-way line of Avenue "H" to a point on the northerly boundary line of a 6.19 Acre Tract of land known as Tract "A" of the Brooklyn Acreage;
- 10) THENCE northwesterly along the northeasterly boundary of said Tract "A" to the northwesterly corner thereof;
- 11) THENCE southwesterly along the westerly boundary of said Tract "A" and the continuation thereof to the southerly right-of-way of Burleson Street;

- 12) THENCE southeasterly along the southerly right-of-way of Burleson Street to the centerline of Avenue "F";
- 13) THENCE southwesterly along the centerline of said Avenue "F" and the extension thereof to a point on the original City Limit line as surveyed by C. F. H. Von Blucher in August, 1883;
- 14) THENCE westerly along said original City Limit line to the northwest corner thereof;
- 15) THENCE southerly continuing along said original City Limit line to the north corner of a 13.602 acre tract annexed by City Ordinance #022441;
- 16) THENCE around said 13.602 acre tract:
S31°41'45"W a distance of 1257.54' to a point on the northwesterly right-of-way line of the Missouri Pacific railroad;
S61°27'47"E along said right-of-way a distance of 290.36'
S61°23'34"E continuing along said right-of-way a distance of 175.07'
S31°15'00"W crossing said right-of-way a distance of 130.06' to a point;
S61°23'30"E a distance of 87.35' to a point;
S31°41'45"W a distance of 159.95' to a point;
S58°18'15"E a distance of 416.24' to a point on said original City Limits;
- 17) THENCE southerly continuing along said original City Limit line to the north corner of a 0.0018 acre tract annexed by City Ordinance #022441;
- 18) THENCE around said 0.0018 acre tract:
S27°34'30"W a distance of 16.58' to a point;
S58°18'14"E a distance of 9.37' to a point on said original City Limits;
- 19) THENCE southerly continuing along said original City Limit line to a point on the northwesterly right-of-way line of Nueces Bay Boulevard;
- 20) THENCE southwesterly along the northwesterly right-of-way line of Nueces Bay Boulevard to the easterly corner of Tract 1, Pontiac Tracts as recorded in Volume 57 Page 64 of the Map Records of Nueces County, Texas;
- 21) THENCE around said Tract 1:
N55°55'12"W a distance of 300.09' to a point at the northerly corner thereof;
S31°15'00"W a distance of 171.81' to an angle point therein;
S34°59'12"W a distance of 98.43' to a point at the westerly corner thereof, being on the northeasterly boundary line of the Baymoor Addition as recorded in Volume 4, Page 42 of the Map Records of Nueces County, Texas;
- 22) THENCE northwest along the northeasterly boundary line of said Baymoor Addition to the northwest corner of Lot 205, same point being a northerly corner of Tract "H" of the Pontiac Tracts as recorded in Volume 55, Page 135 of the Map Records of Nueces County, Texas;
- 23) THENCE S22°42'30"W along said Tract "H" a distance of 31.49' to an angle point therein;

- 24) THENCE northwesterly crossing Buddy Lawrence Drive and Oak Park Avenue to a point on the northeasterly boundary line of Lot 7, Block 2 of Oak Lawn Addition as recorded in Volume 5, Page 27 of the Map Records of Nueces County, Texas, same point being at the southeast terminus of Naokes Street as shown on Plat of Harbor View Estates recorded in Volume 5, Page 48 of the Map Records of Nueces County, Texas;
- 25) THENCE northeasterly along the easterly boundary line of said Harbor View Estates to the northeasterly corner thereof;
- 26) THENCE northwesterly along the northerly boundary line of said Harbor View Estates and the extension thereof, partially along the centerline of Gibson Street, to a point on the west right-of-way line of Poth Lane;
- 27) THENCE northeasterly along the west right-of-way line of Poth Lane to the northeasterly corner of land of Magellan Terminal Holdings, LP as described in Documents #2004020907 and #1999033783 of the Official Public Records of Nueces County, Texas;
- 28) THENCE northwesterly along the northeasterly boundary line of said Magellan Terminal Holdings LP to a point on the southerly right-of-way line of the Missouri Pacific Railroad;
- 29) THENCE southwesterly along said southerly right-of-way line to the northwesterly boundary line of said Magellan Terminal Holdings, LP to a point;
- 30) THENCE southwesterly along the westerly boundary line of said Magellan Terminal Holdings, LP to a point where the northwesterly boundary line of Country Club Place as recorded in Volume 4, Page 3 of the Map Records of Nueces County, Texas, meets the northerly right-of-way line of Interstate Highway 37;
- 31) THENCE northwesterly along said northerly right-of-way to its intersection with the northwesterly right-of-way line of Up River Road (Shell Road);
- 32) THENCE northwesterly along said northeasterly right-of-way of Up River Road to the southeasterly corner of Lot 3, Navigation Heights Annex #3 as recorded in Volume 40, Page 119 of the Map Records of Nueces County, Texas;
- 33) THENCE around said Lot 3:
N36°17'20"E a distance of 177.95' to a point at the northeasterly corner thereof;
N53°36'30"W a distance of 186.97' to the northwesterly corner thereof;
S18°33'30"W a distance of 176.57' to the northeasterly right-of-way of Up River Road;
- 34) THENCE northwesterly along said northeasterly right-of-way line of Up River Road to the easterly right-of-way line of Cantwell Lane;
- 35) THENCE northeasterly along said easterly right-of-way to its intersection with the extension of the northerly boundary line of a 3.37 Acre Tract of land out of Share 3A of the Kider Tract "D" (unrecorded plat)

- 36) THENCE northwesterly across said right-of-way and along the northerly boundary line of said 3.37 Acre Tract (tax ID 3875-0003-0140) to the northwesterly corner thereof;
- 37) THENCE southwesterly along the westerly boundary line of said 3.37 Acre Tract and of Share 2A, F. H. Kaler Partition as shown on plat thereof recorded in Volume 9, Page 58 of the Map Records of Nueces County, Texas, to a point on the northeasterly right-of-way line of Up River Road;
- 38) THENCE northwesterly along said northeasterly right-of-way line of Up River Road to the easterly extension of a right-of-way to a 1 Acre tract of land out of Lot 1, Block 1, Coastal Javelina Addition as recorded in Volume 54, Page 56 of the Map Records of Nueces County, Texas, said 1 Acre tract described by metes and bounds in City Ordinance #028451;
- 39) THENCE southwesterly across said Up River Road and along said easterly right-of-way line to the north boundary line of said 1 Acre tract (not platted, see tax ID 1661-0001-0012 and Document #2013013372 of the Official Public Records of Nueces County, Texas);
- 40) THENCE easterly, southerly, westerly, and northerly around said 1 Acre tract to the southerly right-of-way serving said tract;
- 41) THENCE westerly along said southerly right-of-way line to the west boundary line of said Lot 1, Block 1;
- 42) THENCE northeasterly along said west boundary line of said Lot 1, Block 1 and the extension thereof to a point on the northeasterly right-of-way line of Up River Road;
- 43) THENCE northwesterly along said northeasterly right-of-way line of Up River Road to the westerly extension of the right-of-way line of County Road 52A;
- 44) THENCE southwesterly across said Up River Road and along said westerly right-of-way line of County Road 52A to its terminus;
- 45) THENCE southeasterly along said right-of-way and along the southerly boundary of a 13.28 Acre tract out of the Ohler Tract of the Dunn Tract and described in Document #2004014391 of the Official Public Records of Nueces County, Texas, to a point on the northwesterly boundary line of Block 8, Academy Heights Unit 1 as recorded in Volume 26, Page 85 of the Map Records of Nueces County, Texas;
- 46) THENCE southwesterly along said northwesterly boundary line of Academy Heights Unit 1 and along the northwesterly boundary line of Academy Heights Unit 2 as recorded in Volume 42, Page 188 of the Map records of Nueces County, Texas to a point on the northerly right-of-way line of Interstate Highway 37;
- 47) THENCE northwesterly along said right-of-way line of Interstate Highway 37 to the southeasterly boundary line of Lot 1, Block 3 of the Interstate Industrial Complex as recorded in Volume 32, Page 36 of the Map Recorded of Nueces County, Texas;
- 48) THENCE around said Lot 1:
N00°39'47"E a distance of 300.00' to a point at the northeasterly corner thereof;

N80°51'25"W a distance of 519.65' to the northwesterly corner thereof;
S00°44'41"W along the east right-of-way of Corn Products Road a distance of 200.00' to the
northerly right-of-way of Interstate Highway 37;

- 49) THENCE northwesterly crossing said Corn Products Road and continuing along said right-of-way line of Interstate Highway 37 to the southwesterly boundary line of Lot 15, Block 1 of the Interstate Industrial Complex Unit 1 as recorded in Volume 34, Page 24 of the Map Recorded of Nueces County, Texas;
- 50) THENCE northwesterly along the east right-of-way line of Complex Boulevard to the southwesterly boundary line of Lot 16, Block 1 of said Interstate Industrial Complex;
- 51) THENCE northeasterly along the southeasterly boundary line of said Lot 16 to the southeast corner thereof;
- 52) THENCE northerly along the easterly boundary line of said Block 1 to the midpoint of Lot 19;
- 53) THENCE westerly along said midpoint of Lot 19 and extending across Complex Boulevard to a point on the west right-of-way thereof;
- 54) THENCE southerly along the west right-of-way of Complex Boulevard to a point on the northerly right-of-way of Interstate Highway 37;
- 55) THENCE northwesterly along said right-of-way line of Interstate Highway 37 to the easterly right-of-way of Southern Minerals Road;
- 56) THENCE northerly along the east right-of-way line of Southern Minerals Road to the southerly right-of-way line of Up River Road;
- 57) THENCE southeasterly along the south right-of-way line of Up River Road to the northwesterly corner of Lot 1, Block 1 of the Missouri Pacific Industrial Area as Recorded in Volume 52, Page 83 of the Map Records of Nueces County, Texas;
- 58) THENCE around said Lot 1:
S01°26'W a distance of 437.96' to a point at the southwesterly corner thereof;
S54°44'45"E a distance of 172.72' to the southeasterly corner thereof;
N01°26'W a distance of 507.96' to a point on the south right-of-way line of Up River Road;
- 59) THENCE southeasterly along the south right-of-way line of Up River Road to the northwesterly corner of a 3.75 Acre tract of land described in Document #200100777 of the Official Public Records of Nueces County, Texas;
- 60) THENCE around said tract southerly, southeasterly, and northerly, crossing Up River Road to a point on the north right-of-way thereof;
- 61) THENCE northwesterly along the north right-of-way line of Up River Road to its intersection of the west right-of-way line of Southern Minerals Road;

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- 62) THENCE southerly along the west right-of-way of Southern Minerals Road to a point on the northerly right-of-way of Interstate Highway 37;
- 63) THENCE northwesterly along said right-of-way line of Interstate Highway 37 to the southerly corner of Lot 7, Block 1, Goldston Addition as Recorded in Volume 55, Page 87 of the Map Records of Nueces County, Texas;
- 64) THENCE around said Lot 7 northerly, westerly, and southerly to a point on the north right-of-way line of Interstate Highway 37;
- 65) THENCE northwesterly along said right-of-way line of Interstate Highway 37 to the easterly right-of-way line of Hunter Road;
- 66) THENCE northerly along the east right-of-way line of Hunter Road to the southwesterly corner of a tract of land described in Document #2012022560 of the Official Public Records of Nueces County, Texas (Tax ID 0272-0100-0300);
- 67) THENCE easterly along the south boundary line of said tract to the southeast corner thereof;
- 68) THENCE northerly along the east boundary line of said tract and along the east boundary line of a tract of land described in Document #2012022560 of the Official Public Records of Nueces County, Texas (Tax ID 0272-0100-0200);
- 69) THENCE northwesterly and westerly along the north boundary line of said tract to the east right-of-way line of Hunter Road;
- 70) THENCE northerly along the east right-of-way line of Hunter Road to its intersection with the south right-of-way line of Up River Road;
- 71) THENCE southeasterly along the south right-of-way line of Up River Road to the northwest corner of Lot 3, P. V. Alexander as shown on Volume 34, Page 18 of the Map Records of Nueces County, Texas;
- 72) THENCE southwesterly along the west boundary line of said Lot 3 to the southwest corner thereof;
- 73) THENCE southeasterly along the southwest boundary line of said tract and along the southwest boundary line of a tract of land described in Document #2012022560 of the Official Public Records of Nueces County, Texas (Tax ID 0272-0100-0000);
- 74) THENCE easterly along the southerly boundary line of boundary line of a tract of land described in Document #2012022560 of the Official Public Records of Nueces County, Texas (Tax ID 0272-0100-0400);
- 75) THENCE northerly along the east boundary line of said tract and crossing Up River Road to a point on the north right-of-way thereof;
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- 76) THENCE northwesterly along the north right-of-way line of Up River Road to its intersection of the west right-of-way line of Hunter Road;
- 77) THENCE southerly crossing Up River Road and along the west right-of-way line of Hunter Road to its intersection with the north right-of-way line of Interstate Highway 37;
- 78) THENCE northwesterly along said right-of-way line of Interstate Highway 37 to the southeast corner of Lot 1, Block 1, Hunter Industrial Park as recorded in Volume 43, Page 128 of the Map Records of Nueces County, Texas;
- 79) THENCE northerly along the east boundary line of said Lot 1 to its intersection with the south right-of-way line of Up River Road;
- 80) THENCE northwesterly along the south right-of-way line of Up River Road to its intersection of the west right-of-way line of Suntide Road;
- 81) THENCE northwesterly crossing Up River Road to the intersection of the west right-of-way line of Suntide Road meets the north right-of-way of Up River Road;
- 82) THENCE southeasterly crossing Suntide Road to the intersection of the east right-of-way line of Suntide Road meets the north right-of-way of Up River Road;
- 83) THENCE northerly along the east right-of-way line of Suntide Road to the southwest corner of an unplatted tract of land described in Document #946716 of the Official Public Records of Nueces County, Texas (Tax ID 0267-0002-0000);
- 84) THENCE around said tract easterly, northerly, and westerly crossing Suntide road to a point on the west right-of-way line thereof;
- 85) THENCE southerly along the west right-of-way line of Suntide Road to the northeast corner of West End Heights as recorded in Volume 15, Page 4 of the Map Records of Nueces County, Texas;
- 86) THENCE around said West End Heights:
S89°35'W a distance of 574.53' to a point at the northwest corner thereof;
S00°25'E a distance of 927.92' to the southwest corner thereof, being on the northeast right-of-way of Up River Road;
- 87) THENCE southeasterly along the northeast right-of-way line of Up River Road to the extension of the easterly boundary line of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 7946-0000-3715);
- 88) THENCE southerly, crossing said Up River Road, and along the east boundary line of said unplatted tract to the southeast corner thereof;
- 89) THENCE northwesterly along the southwest boundary line of said unplatted tract and of an unplatted tract of land described in Document #978850 of the Official Public Records of Nueces County, Texas (Tax ID 7946-0000-3710) to the southwest corner thereof;
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- 90) THENCE northerly along the west boundary line of said tract and the east boundary line of Tuloso Road Subdivision as recorded in Volume 13, Page 23 of the Map Records of Nueces County, Texas to the northeasterly corner thereof;
- 91) THENCE northeasterly crossing Up River road to the southeasterly corner of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 0265-0040-0100) to the southeast corner thereof;
- 92) THENCE northwesterly along the northeasterly right-of-way of Up River Road to its intersection with the northerly extension of the westerly right-of-way of Tuloso Road;
- 93) THENCE southwesterly crossing Up River road to the northeasterly corner of Lot 1, Block 1, Covington Industrial Tracts recorded in Volume 46, Page 11 of the Map Records of Nueces County, Texas;
- 94) THENCE around said Covington Industrial Tract:
S00°03'14"W along the westerly right-of-way line of Tuloso Road a distance of 487.74' to a point at the southeasterly corner thereof;
N66°08'W a distance of 363.81' to the southwesterly corner thereof;
N00°03'14"E a distance of 505.18' to a point on the southeasterly right-of-way of Up River Road;
- 95) THENCE northwesterly along the southeast right-of-way line of Up River Road to the northeasterly corner of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 7946-0000-3920);
- 96) THENCE southerly along the easterly boundary line of said unplatted tract to the southeast corner thereof;
- 97) THENCE northwesterly along the southwest boundary line of said unplatted tract and of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 7946-0000-0410) to the southwest corner thereof;
- 98) THENCE southerly along the easterly boundary line of an unplatted tract of land described in Document #2004031460 of the Official Public Records of Nueces County, Texas (Tax ID 7946-0000-3641) to the southeast corner thereof;
- 99) THENCE northwesterly along the northeasterly right-of-way of Interstate Highway 37 and the southwest boundary line of said unplatted tract to the southwesterly corner thereof;
- 100) THENCE northerly along the westerly boundary line of said unplatted tract and of an unplatted tract of land described in Document #2004031460 of the Official Public Records of Nueces County, Texas (Tax ID 7946-0000-4030) to the northwest corner thereof;
- 101) THENCE northwesterly along the southeast right-of-way line of Up River Road to the northeasterly corner of an unplatted tract of land described in Document #2007056023 of the Official Public Records of Nueces County, Texas (Tax ID 7946-0000-3505);

- 102) THENCE southerly along the easterly boundary line of said unplatted tract to the southeast corner thereof;
- 103) THENCE northwesterly along the northeasterly right-of-way of Interstate Highway 37 and the southwest boundary line of said unplatted tract and of an unplatted tract of land described in Document #2007056023 of the Official Public Records of Nueces County, Texas (Tax ID 7946-0000-3510) and of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 8057-0000-0011) to the southwest corner thereof;
- 104) THENCE northerly along the westerly boundary line of said unplatted tract and of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 8057-0000-0100) and of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 8057-0000-0010) to the northwest corner thereof;
- 105) THENCE northeasterly crossing Up River Road to a point on the westerly right-of-way line of Renfrow Lane;
- 106) THENCE northeasterly along the westerly right-of-way line of said Renfrow Lane to its intersection with northeasterly corner of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 0271-0042-0000);
- 107) THENCE westerly, southwesterly, northwesterly, and southwesterly to a point on the northeast right-of-way of Up River Road;
- 108) THENCE northwesterly along the northeast right-of-way line of Up River Road to the southeasterly corner of Lot 1, Block 1, Tecolote Tract as recorded in Volume 55, Page 100 of the Map Records of Nueces County, Texas;
- 109) THENCE northerly along the east boundary line of said Lot 1 to the southwesterly corner of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 0266-0140-0100);
- 110) THENCE easterly, northeasterly, westerly and southerly to the northeast corner of said Tecolote Tract;
- 111) THENCE northwesterly along the northerly boundary line of said Tecolote Tract and an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 0266-0010-0305) to the northwest corner thereof;
- 112) THENCE southerly along the westerly boundary line of said unplatted lot to a point on the northeast right-of-way of Up River Road;
- 113) THENCE northwesterly along the northeast right-of-way line of Up River Road to its intersection with the westerly right-of-way line of Hearn's Ferry Road;

- 114) THENCE northwesterly along the southwest right-of-way line of Hearn's Ferry Road to the northeast corner of Lot 7, Awkerman Garden Lots as recorded in Volume 4, Page 38 of the Map Records of Nueces County, Texas;
- 115) THENCE southerly along the easterly boundary line of said Lot 7 to a point on the northeast right-of-way line of Up River Road;
- 116) THENCE northwesterly along the northeast right-of-way line of Up River Road to the southwesterly corner of Lot 6 of said Awkerman Garden Lots;
- 117) THENCE northerly along the westerly boundary line of said Lot 6 to a point on the southwest right-of-way line of Hearn's Ferry Road;
- 118) THENCE northwesterly along the southwest right-of-way line of Hearn's Ferry Road to the northerly boundary line of the said Awkerman Garden Lots;
- 119) THENCE westerly along the north boundary line of the said Awkerman Garden Lots and the extension thereof to a point on the northeasterly right-of-way line of Up River Road where it meets Interstate Highway 37;
- 120) THENCE northwesterly along the northeast right-of-way line of Interstate Highway 37 to the southeasterly boundary line of an unplatted tract of land described in Document #2010040428 of the Official Public Records of Nueces County, Texas (Tax ID 0268-0090-0500);
- 121) THENCE around said unplatted tract northerly, northwesterly, southwesterly, and southerly to a point on the northeasterly right-of-way of Interstate Highway 37;
- 122) THENCE northwesterly along the northeast right-of-way line of Interstate Highway 37 to the southeasterly boundary line of an unplatted tract of land described in Document #2008047494 of the Official Public Records of Nueces County, Texas (Tax ID 0268-0060-0003);
- 123) THENCE around said unplatted tract northeasterly, westerly, southwesterly, and southeasterly to a point on the northeasterly right-of-way of Interstate Highway 37;
- 124) THENCE northwesterly along the northeast right-of-way line of Interstate Highway 37 to its intersection with the easterly right-of-way line of Carbon Plant Road (Joe Fulton Corridor);
- 125) THENCE northeasterly along the southeast right-of-way line of Carbon Plant Road (Joe Fulton Corridor) to its intersection with the northerly right-of-way line of McKinzie Lane;
- 126) THENCE northwesterly along the northeast right-of-way line of McKinzie Lane to its intersection with the southeasterly corner of the Allison Wastewater Treatment Plant;
- 127) THENCE northerly along the easterly property line of the Allison Wastewater Treatment Plant to the south shoreline of the Nueces River and Point of Beginning and containing 9,775 Acres more or less;

Together with 3 Island parcels described as follows:

Area 1:

2.73 acres out of Lot 2, Block 1, Stateway Subdivision as recorded in Volume 38, Page 80 of the Map Records of Nueces County, Texas. Said 2.73 Acres being further described in Document #2011026606 of the Official Public Records of Nueces County, Texas.

Area 2:

Beginning at the southeast corner of Lot 1, Block 1, Stateway Subdivision as recorded in Volume 38, Page 12 of the Map Records of Nueces County, Texas;

THENCE North 499.57' along the easterly boundary of said Lot 1 to the northeast corner thereof;

THENCE southeasterly along the southwest right-of-way line of Up River Road to the westerly right-of-way line of Clarkwood Road;

THENCE southwesterly along the west right-of-way line of Clarkwood Road to the northerly right-of-way line of Interstate Highway 37;

THENCE northwesterly along the northeasterly right-of-way line of Interstate Highway 37 to the Point of Beginning;

Area 3:

Lot 1, Block 1, Meaney Industrial Tracts as recorded in Volume 46, Page 180 of the Map Records of Nueces County, Texas;

This document was prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Russell D. Ochs
Russell D. Ochs
R.P.L.S. #5241



9-5-2013

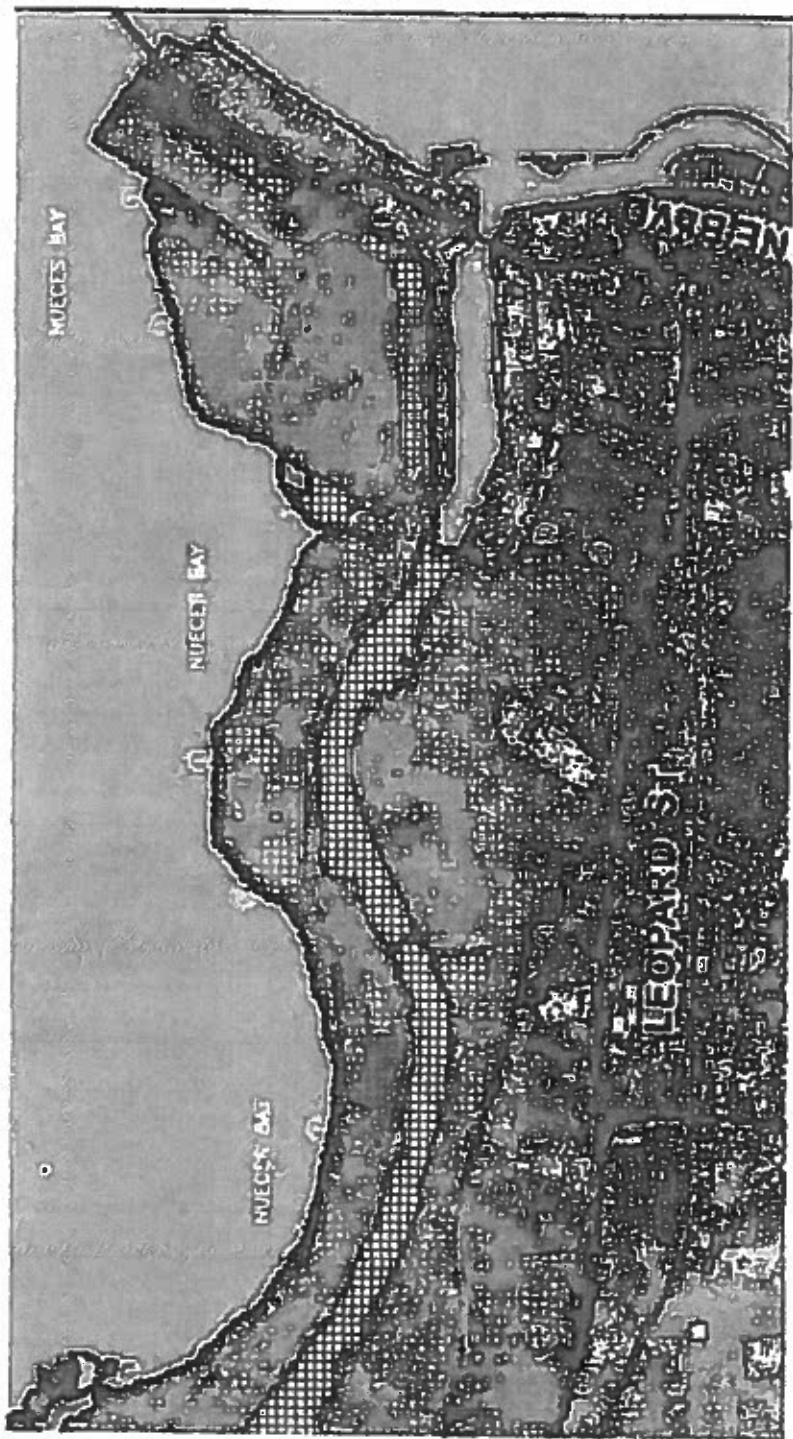


CITY of CORPUS CHRISTI, TEXAS
 Department of Engineering Services
 Survey Division



INDUSTRIAL DISTRICT NO. 1

Date: Drawn By:	9/11/2013	Checked By: Project:	55029	SHEET 1 OF 2
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INDUSTRIAL DISTRICT NO. 1

CITY of CORPUS CHRISTI, TEXAS
 Department of Engineering Services
 Survey Division

Date: Drawn By:	9/8/2013	Checked By: Project:	55029	SHEET 2 OF 2
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Corpus Christi Industrial District No. 2

Approximately 4,157 acres of land within Nueces County, Texas, outside the city limits of the City of Corpus Christi and generally bounded on the south by the existing north right-of-way line of State Highway No. 44; on the west by the east right-of-way of Farm to Market Road 1694 (Callicoatte Road), from State Highway No. 44 to Swetlick Road (County Road 44); on the north by the south right-of-way Swetlick Road, from Farm to Market Road 1694 to Farm to Market Road 24 (Violet Road) and on the east right-of-way line of Farm to Market Road 24, from Swetlick Road to the north property line of Equistar Chemicals LP, extended westerly to Farm to Market Road 24; on the north by the north property line of Equistar Chemicals LP extended from Farm to Market Road 24 to and along the north property line of Equistar Chemicals LP and extended easterly to the present city limit line and on the east by the present city limit line and the easterly right-of-way line of Rand Morgan Road and being more fully described as follows:

Beginning at the intersection of the existing north right-of-way line of State Highway 44 with the existing east right-of-way line of Farm to Market Road No. 1694 (Callicoatte Road) for the southwest corner of a 1.5 acre tract out Lot 4 of the W.B. Baker Subdivision of the Cody Partition (Volume 2, Page 16, Map Records of Nueces County, Texas), described in Document No. 2007036659 of the Official Public Records of Nueces County, Texas (Tax ID 0376-0000-0400) and for the southwest corner of this District;

THENCE, in a northerly direction, with the east right-of-way of Farm to Market Road No. 1694 (Callicoatte Road), approximately 8,785 feet to the intersection of said east right-of-way line of Farm to Market Road No. 1694 (Callicoatte Road) with the south right-of-way line of Swetlick Road (County Road No. 44), for the northwest corner of a 4.88 acre tract out of Lot 25 of the W.B. Baker Subdivision of the Cody Partition (Volume 2, Page 16, Map Records of Nueces County, Texas), described in Document No. 2012000442 of the Official Public Records of Nueces County, Texas (Tax ID 0376-0000-2508) and for the northwest corner of this District;

THENCE, in an easterly direction, with the south right-of-way line of Swetlick Road (County Road No. 44), at approximately 5,144 feet pass the northeast corner of a 153.4117 acre tract out of Lots 22 thru 25 of the W.B. Baker Subdivision of the Cody Partition (Volume 2, Page 16, Map Records of Nueces County, Texas), described in Document No. 20010158-/41/ of the Official Public Records of Nueces County, Texas (Tax ID 0376-0000-2210) and the westerly right-of-way of said Farm to Market Road No. 24 (Violet Road) and continuing in an easterly direction to the east right-of-way of said Farm to Market Road No. 24 (Violet Road) for an interior corner of this District;

THENCE, in a northerly direction, with the east right-of-way of said Farm to Market Road No. 24 (Violet Road), same being the west boundary of the Equistar Chemicals, LP 131.49 acre tract, being out of Assessors Map 139, described in Document No. 2005033213, Official Public Records of Nueces County, Texas (Tax ID 0270-0040-0000), a distance of approximately 2265.0 feet for the northwest corner of said Equistar Chemicals, LP 131.49 acre tract and for corner of this District;

THENCE, in an easterly direction, with the north boundary of said Equistar Chemicals, LP 131.49 acre tract and the north boundary of the Equistar Chemicals, LP 333.74 acre tract, being out of Assessors Map 145 and out of Tract 12, Survey 412 of the Charles Land, Abstract 854, said 333.74 acre tract described in Document No. 19980376-30/, Official Public Records of Nueces County, Texas (Tax ID 0276-0120-0000), a distance of approximately 6,050 feet to the intersection of the north boundary line of said 333.74 acre with the City of Corpus Christi city limits line, for the northeast corner of this District;

THENCE, in a southeasterly direction, with the above-mentioned City of Corpus Christi city limits line, at approximately 4,840 feet pass the approximate center of McKinzie Road and continuing in a southeasterly direction, with the above-mentioned City of Corpus Christi city limits line, a total distance of approximately 15,290 feet to the intersection of said city limits line with the existing west right-of-way of Rand Morgan Road, same being the east boundary of a 187.47 acre tract out of Lots 1 thru 4, Block 403 of the Rowena Shaefer Land (Volume 3, Page 17, Map Records of Nueces County, Texas), described in Document No. 2008044422, Official Public Records of Nueces County, Texas (Tax ID 7911-0000-0210) and for a corner of this District;

THENCE, in a southerly direction, with the existing west boundary of said Rand Morgan Road, same being the east boundary of said 187.47 acre tract, a distance of approximately 645 feet to the intersection of said west boundary of Rand Morgan Road with the existing north right-of-way line of State Highway 44 for the southeast corner of said 187.47 acre tract and for the southeast corner of this District;

THENCE, in a westerly direction, with the existing north boundary of State Highway 44, at approximately 7,900 feet pass the approximate center of McKinzie Road, at approximately 18,100 feet pass the approximate center of Farm to Market Road 24 (Violet Road), in all a total approximate distance of 23,208 feet to the Point of Beginning and containing approximately 4,157 acres of land.

This document was prepared under 22 TAC§663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Russell D. Ochs
Russell D. Ochs
R.P.L.S. #5241



9-5-2013



CITY of CORPUS CHRISTI, TEXAS
Department of Engineering Services
Survey Division



INDUSTRIAL DISTRICT NO. 2

Date: Drawn By: 9/5/2013	Checked By: Project: 95029	SHEET 1 OF 1
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EXHIBIT B
Industrial District Agreement

INDUSTRIAL DISTRICT AGREEMENT NO. _____

THE STATE OF TEXAS §

COUNTY OF NUECES §

CITY OF CORPUS CHRISTI §

This Industrial District Agreement ("Agreement") made and entered into under the authority of Section 42.044 of the Local Government Code, by and between the CITY OF CORPUS CHRISTI, TEXAS, a Texas home-rule municipal corporation of Nueces County, Texas, hereinafter called the "CITY", and [Name of landowner], a [State][type of entity], Landowner, and [name of lessee & improvements owner], a [state][type of entity], Lessee and Improvements Owner, hereinafter collectively called the "COMPANY".

WITNESSETH:

WHEREAS, it is the established policy of the City Council of the City of Corpus Christi, Texas, to adopt reasonable measures permitted by law that will tend to enhance the economic stability and growth of the CITY and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the CITY and its citizens; and

WHEREAS, the COMPANY is the owner and/or lessee of Land or owner of Improvements on land within the Extra Territorial Jurisdiction of the CITY; and

WHEREAS, under said policy and the provisions of Section 42.044, Texas Local Government Code, the CITY has enacted Ordinance No. 15898, approved November 26, 1980, as amended, incorporated for all purposes, indicating its willingness to enter into Industrial District Agreements with industries located within its Extra Territorial Jurisdiction and designating the specified land areas as Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2; and

WHEREAS, in order to correct certain boundary issues, Ordinance No. _____ reestablished the boundaries of the land areas known as Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2 and renamed such areas "Industrial District No. 1 and Industrial District No. 2", herein collectively called "Industrial Districts"; and

WHEREAS, the CITY desires to encourage the updating, expansion and growth of industries within said Industrial Districts, and for this purpose, desires to enter into this Agreement with the COMPANY; and

WHEREAS, the COMPANY desires to minimize its tax burden and avoid regulation by the CITY of the COMPANY'S structures and properties within such Industrial Districts.

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties herein contained and under the authority granted under Section 42.044, Texas Local Government Code, and the Ordinances of the City referred to above, the CITY and the COMPANY hereby agree as follows:

Article 1

Section 1.01 Immunity from Annexation. The CITY covenants and agrees that during the term of this Agreement, and subject to the terms and provisions herein, the Land shall retain its extraterritorial status as an Industrial District, and shall continue to retain this status until and unless the same is changed under the terms of this Agreement. Except as herein provided, the CITY further covenants and agrees that the Land shall be immune from annexation during the term of this Agreement.

Section 1.02 Limited to Industrial Use. COMPANY covenants and agrees that during the term hereof, COMPANY will not use or permit the use of the Land and Improvements covered by this Agreement for purposes not included within the term "industry". "Industry" as used herein shall mean for the same industrial uses to which the Land, or similarly situated land within the Industrial Districts, is now devoted by the COMPANY or other such parties holding such similarly situated land. Holding the Land and Improvements for future "industry" use, without using same for non-industry purposes, does not violate this paragraph. If the COMPANY uses, or permits use of, the Land and/or Improvements covered by this Agreement for purposes not included within the term "industry" as defined above, the payment in lieu of tax to be paid by the COMPANY under this Agreement shall be increased to an amount equal to one hundred percent (100%) of the amount of ad valorem taxes on Land, Improvements, and personal property sited on the Land that would otherwise be payable to the CITY by the COMPANY if said Improvements were situated on land within the CITY limits of the CITY. The increase shall be immediately effective for all payments from the inception of this Agreement, and the COMPANY shall transmit to the CITY within sixty (60) days of being notified by the CITY of the determination of a non-industry use, subject to the notice provided for in Section 4.04, an amount equal to said one hundred percent (100%) of ad valorem taxes from the inception of this Agreement, less any amounts previously paid, plus penalties and interest as if the amounts were delinquent taxes. The CITY shall be entitled to its attorneys' fees and other costs in collecting any of these amounts. In addition, the CITY shall have the right, in its sole and absolute discretion: (1) to obtain an injunction from a court of competent jurisdiction, upon the court's determination that the use is not an "industry" use, requiring that the use be permanently discontinued, or (2) to annex the Land covered by this Agreement and until the Land is annexed, the COMPANY shall continue to make payments equal to said one hundred percent (100%) of ad valorem taxes.

Section 1.03 Annexation Corridor. If any other company within the Extra Territorial Jurisdiction of the CITY fails to enter into an Industrial District Agreement with the CITY or defaults on their in lieu of tax payments, and said defaulting company is not contiguous with the CITY'S boundary, the COMPANY shall, after the CITY provides the COMPANY with sixty (60) days prior written notice of intent to initiate annexation proceeding, permit the CITY to annex a suitable strip of land out of the COMPANY'S Land from the CITY'S boundary to the defaulting company's land to permit its annexation. In the event the CITY must annex a part of the COMPANY'S property in order to annex property owned by third parties, the CITY will annex the absolute minimum amount of the COMPANY'S property legally necessary to annex such property owned by third parties. The location of such annexed property shall be subject to the approval of the COMPANY, such approval shall not be unreasonably withheld. COMPANY and such annexed property shall have no right to any CITY services as a result of such annexation; nor shall the CITY extend, by ordinance, any rules, or regulations, including, but not limited to, those (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (C) attempting to exercise in any manner whatsoever control over the conduct of COMPANY'S business thereon. Such annexed portion of land shall remain a part of this Agreement and shall not be subject to CITY taxes, but shall continue to be included within the in lieu of tax payment. In the event that the need for an annexation corridor no longer exists, including but not limited to the defaulting company entering into an Industrial District Agreement, or has met its obligations to the CITY, the CITY agrees to immediately cease any annexation proceedings related to the annexation corridor over the COMPANY'S Land, or within (60) days, take the steps necessary to complete disannexation proceedings required to remove from the city limits any unnecessary annexation corridor.

Section 1.04 City Services. During the term hereof, pursuant to this Agreement, the CITY shall have no obligation to extend to the Land any utility or other CITY services, except for services that are being provided to and paid for by the COMPANY on the date hereof, or as otherwise stated herein.

Section 1.05 Fire Protection Services. The CITY may provide fire protection services to the COMPANY at the option of the COMPANY for an additional payment to the CITY as set forth under Section 3.05 hereof.

Section 1.06 Compliance with City Rules and Regulations. The CITY and the COMPANY agree that during the term hereof, with respect to the Land, the CITY shall not require compliance with its rules or regulations: (1) governing zoning and platting of the Land, or any additions thereto, outside the CITY limits and in an Industrial District; provided, however, COMPANY further agrees that it will in no way divide the Land or additions thereto without complying with State law and CITY ordinances governing subdivision of land; (2) prescribing any building, electrical, plumbing or inspection code or codes; or (3) prescribing any rules governing the method of operation of COMPANY'S business, except as to those regulations relating to the delivery of utility services and industrial waste disposal through CITY-owned facilities.

Section 1.07 Definitions.

- A. **City.** As defined in the preamble hereof and includes its successors and assigns.
- B. **Commencement of Construction.** Physical construction (including, at a minimum, excavation for foundations or the beginning of installation or erection of improvements) at the primary site of the eligible project has begun.
- C. **Existing Improvements.** In use prior to January 1, 2015 and no longer on a payment scale or have completed the phase in scale set forth in Section 3.01 E of the Agreement.
- D. **Extra Territorial Jurisdiction (ETJ).** The unincorporated area that is contiguous to the corporate boundaries of the City of Corpus Christi and that is located within five miles of those boundaries.
- E. **Grandfathered Improvements.** Improvements that are in use prior to January 1, 2015 and were progressing through the eight year phase in scale set forth in the Prior Industrial District Agreement.
- F. **Improvements.** As defined in Section 1.04(3) of the Texas Tax Code, and shall also include power generation facilities, petroleum and/or chemical refining, processing, extraction or storage facilities, structures, or equipment erected on or affixed to the land, regardless of the land ownership, and pipelines on, under, or across the land which are owned by COMPANY. Includes Existing Improvements, Grandfathered Improvements, In Progress and New Improvements.
- G. **In-Progress Improvements.** Improvements for which construction has commenced, but which are not Placed in Use, prior to January 1, 2015, or for which government permits related to the construction of an Improvement or the expansion of Existing Improvements have been issued prior to January 1, 2015, but for which construction has not commenced.
- H. **Industrial District.** The industrial districts created pursuant to Ordinance No. _____, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.
- I. **Industrial District Agreement.** An agreement made and entered into under the authority of Section 42.044 of the Texas Local Government Code.
- J. **Land.** All of the real property owned, leased or possessed by COMPANY and located within the Industrial Districts and designated on Exhibit A attached hereto.
- K. **Market Value.** As determined and defined by NCAD.

- L. NCAD.** The Nueces County Appraisal District and includes its successors and assigns.
- M. New Improvement.** Improvement for which no government permit has been secured and for which construction has not commenced prior January 1, 2015.
- N. Placed in Use.** Improvements that are completed and Placed in Use and are not listed by NCAD as Construction Work in Progress (CWIP).
- O. Prior Industrial District Agreement.** Industrial District Agreement by and between the CITY and the COMPANY that expired December 31, 2014.

Article 2

Section 2.01 Term. The term of this Agreement shall be ten (10) years beginning January 1, 2015, and continuing until December 31, 2024, unless terminated as herein provided or extended for additional period or periods of time upon mutual consent of the COMPANY and the CITY as provided by the Local Government Code; provided however, if this Agreement is not extended, or replaced with a similar agreement that provides for an additional period or periods of time, on or before March 31 of the final calendar year of the term hereof, then the immunity from annexation granted herein shall terminate on that date, but all other terms of this Agreement shall remain in effect for the remainder of the term; provided, however, the effective date and time of annexation shall be no earlier than midnight of December 31 of the final year of the term.

Section 2.02 Extended Term. This Agreement may be extended for an additional period or periods only by written agreement between the CITY and the COMPANY.

Article 3

Section 3.01 Payment in lieu of Ad Valorem Taxes. Each year during the term hereof, the COMPANY shall pay to the CITY:

- A. Land.** An amount in lieu of tax on the Land (excluding Improvements and personal property located thereon) equal to one hundred percent (100%) of the amount of ad valorem taxes based upon the Market Value of the Land which would otherwise be payable to CITY by COMPANY if the Land were situated within the CITY limits.
- B. Existing Improvements.** An amount in lieu of tax on Existing Improvements (excluding personal property) located on the Land equal to sixty-two and one half percent (62.5%) of the amount of ad valorem taxes based upon the Market Value of the Existing Improvements which would otherwise be payable to the CITY by the COMPANY if said Existing Improvements were situated on land within the CITY limits.

- C. Grandfathered Improvements. If prior to January 1, 2015, the COMPANY was progressing through the eight year phase in scale set forth in the Prior Industrial District Agreement, then the amount of in lieu of tax payments on Grandfathered Improvements (excluding personal property) shall be phased in as follows:

Yr Placed in Use	Yr 1 of Contract	Yr 2 of Contract	Yr 3 of Contract	Yr 4 of Contract	Yr 5 of Contract	Yr 6 of Contract	Yr 7 of Contract	Yr 8 of Contract	Yr 9 of Contract	Yr 10 of Contract
Prior to 2007	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%
2007	58%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%
2008	50%	58%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%
2009	42%	50%	58%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%
2010	34%	42%	50%	58%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%
2011	26%	34%	42%	50%	58%	62.5%	62.5%	62.5%	62.5%	62.5%
2012	19%	26%	34%	42%	50%	58%	62.5%	62.5%	62.5%	62.5%
2013	12%	19%	26%	34%	42%	50%	58%	62.5%	62.5%	62.5%
2014	6%	12%	19%	26%	34%	42%	50%	58%	62.5%	62.5%

- D. In-Progress Improvements. If prior to January 1, 2015, the COMPANY has In-Progress Improvements, the COMPANY may, at its option, choose to have the in lieu of tax payment for said In-Progress Improvements phased in as shown in Section 3.01 C above, or as in Section 3.01 E below. No later than January 1, 2015, COMPANY shall elect an option and must present the City with documentation of government permit or proof of Commencement of Construction.
- E. New Improvements. With respect to any New Improvements, the in lieu of tax payment shall be phased in as follows: for the first four years after the New Improvement is Placed in Use, the COMPANY shall pay no in lieu of tax payment to the City for said New Improvement. Commencing with the fifth calendar year after the New Improvement is Placed in Use, the in lieu of tax payment shall be equal to sixty two and one half percent (62.5%). The first year of use for purposes of this New Improvements payment shall be deemed to begin on the first day of January following the date when the New Improvements are Placed in Use.
- F. With respect to any new land acquired by the COMPANY located within an Industrial District, the use of which relates directly to the primary use of the parent tract, the new land shall be included in the COMPANY'S land known as the Land, and shall be considered in calculating the in lieu of tax payment on the Land as of January 1 of the first year following the date which the new land is acquired by the COMPANY. Within ninety (90) days after the acquisition of new land by the COMPANY, the COMPANY shall provide the CITY with a revised Exhibit A that includes a complete listing by NCAD Geographic ID number of the newly acquired land.

- G. With respect to any new land acquired by the COMPANY after January 1, 2015, located within the Extra Territorial Jurisdiction of the CITY, the use of which does not relate to the primary use of the parent tract, the COMPANY shall report such purchase to the CITY and the CITY shall determine whether an Industrial District Agreement is desired for such newly acquired land.

Section 3.02 Company Schedule of Value. On or before August 31 of each year of this Agreement, or upon final determination of Market Values by NCAD, whichever is later, the COMPANY shall provide to the CITY an itemized Schedule of Value by sworn affidavit, on the form attached hereto as Exhibit B, listing all NCAD Geographic ID numbers and the values related thereto, and showing all Land and Improvements, owned or controlled by the COMPANY including and identifying the property to be valued as part of this Agreement (the "Schedule"). The Schedule shall also list the year any Improvements were Placed in Use. The COMPANY has no objection to the CITY'S review of all forms, information, and documents provided by the COMPANY to NCAD and, in the event of appeal, the Appraisal Review Board. Failure to provide the Schedule to the CITY shall constitute a breach of this Agreement.

Section 3.03 Determination of Value. In determining the COMPANY'S annual in lieu of tax payment required under this Agreement, the calculation shall be made utilizing the Market Value of all Land and Improvements as determined by NCAD, or its successor, under provisions of the Texas Property Tax Code. The COMPANY shall timely provide information and reports required under this Agreement and under Texas law, rules and regulations to NCAD or its designee, so that the appraisal process can be completed in accordance with all applicable state laws.

Section 3.04 Company Protest of Value or Billing. If the COMPANY elects to protest the valuation set on any of its properties by NCAD for any year or years during the term hereof, it is agreed that nothing in this Agreement shall preclude the protest, and the COMPANY shall have the right to take all legal steps desired to reduce the same as if the property were located within the CITY, except with regard to the exemptions in Section 3.06 below. The COMPANY shall notify the CITY of its appeal within 30 days after its protest of the valuation is submitted to NCAD.

Notwithstanding any protest of valuation by the COMPANY or any non NCAD related billing dispute, the COMPANY agrees to pay to the CITY an initial in lieu of tax payment, on or before the Due Date in Section 3.07 below, based on the amount billed by the CITY. When the valuation on said property or any billing dispute has been finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final settlement of the controversy, then within thirty (30) days thereafter, the COMPANY shall make to the CITY any additional payment due based on the final determination. If, as a result of final judgment of a court of competent jurisdiction, or as the result of other final settlement of the controversy, the amount of in lieu of tax payment due to the CITY is established to be an amount less than the amount of the initial in lieu of tax payment for that year paid by the COMPANY, the excess in lieu of tax payment, if any, collected by the CITY shall be returned to COMPANY within thirty

(30) days after said final determination. Any non NCAD related billing disputes shall be resolved by the CITY within ninety (90) days from the date notice of the dispute is received by the CITY.

Section 3.05 Fire Protection. An additional amount for city fire protection equal to fifteen percent (15%) of the amount which would be payable on 100% of Market Value of Improvements located on the Land will be paid annually; provided, however, that if and as long as the COMPANY, as of January 1 of each year, is a member in good standing of the Refinery Terminal Fire Company, or its successor, or the COMPANY agrees to provide fire protection and emergency services either from a qualified external provider or by use of a qualified internal emergency response organization, it shall not be obligated to pay the additional amount provided by this Section 3.05. Minimum qualifications would include meeting certain standards as defined by applicable OSHA, state regulatory and NFPA Standards that apply to fire control, emergency management, disaster planning and rescue services as recognized by the Texas Industrial Fire Training Board, the State Fireman's and Fire Marshal's Association of Texas or equivalent. The COMPANY will provide equipment, training, and facilities necessary to safely handle all expected emergencies and properly protect the COMPANY and the community from the adverse effects of an industrial disaster, which obligation may be satisfied by the COMPANY being a member in good standing of the Refinery Terminal Fire Company, or its successor. (Calculation: Market Value of Improvements x 15% x City Tax Rate = Fire Protection Fee)

Section 3.06 Calculation of Amount Due. The CITY shall mail an invoice to the COMPANY, which sets forth the amount of payment in lieu of tax owed to the City calculated in accordance with this Agreement. Such invoice shall be postmarked at least thirty (30) days prior to the Due Date defined in Section 3.07 below, and shall be mailed to the address shown in Section 10.03 of this Agreement. The calculation shall be made without reference to the exemption for pollution control property in Section 11.31, Texas Property Tax Code, and Article VIII, Section 1-1, Texas Constitution, as same presently exist or may be hereafter amended, using the Market Value of pollution control equipment certified by NCAD. In addition, all the amounts shall be calculated without reference to any new tax exemption or any increase in an existing tax exemption enacted after January 1, 1995.

Section 3.07 Payment. The COMPANY agrees to pay to the CITY on or before January 31 of the year following each year during the term hereof (the "Due Date"), all payments in lieu of tax provided for hereunder and invoiced by the CITY in accordance with Section 3.06 above, without discount for early payment. The present ratio of ad valorem tax assessment used by the CITY is one hundred percent (100%) of the Market Value of property. Any change in the ratio used by the CITY shall be reflected in any subsequent computations hereunder. This Agreement, and the method of determining and fixing the amount of in lieu of tax payments hereunder, shall be subject to all provisions of law relating to determination of Market Value and taxation, including, but not limited to, laws relating to rendition, assessment, equalization and appeal. Any invoiced amounts that are not paid by the Due Date shall be considered delinquent. Delinquent amounts shall be immediately subject to interest at twelve (12%) per annum, compounded monthly and the COMPANY shall reimburse the CITY for its costs of collections, including reasonable attorneys' fees.

Article 4

Section 4.01 Company Failure to Pay/Company Breach. If the COMPANY fails to make a payment due to the CITY hereunder or if the COMPANY fails to perform any other obligation incumbent upon the COMPANY to be performed hereunder, and if such default is not fully corrected within sixty (60) days after the CITY gives written notice of said default to the COMPANY (or, if within such 60 day period, the COMPANY has not demonstrated a satisfactory plan of compliance approved by the CITY (where compliance requires more than 60 days)), the City shall have the option to either (1) declare this Agreement terminated and immediately commence annexation proceedings and sue to recover all damages; (2) bill COMPANY and sue to recover 100% of all monies that the CITY would have received from the COMPANY if it had been within the CITY limits, which includes 100% of all taxes, attorneys' fees and court costs; or (3) continue this Agreement for its term and collect the payments required hereunder.

Section 4.02 Lien. The CITY shall be entitled to and have a tax lien on the Land and Improvements which may, in the event of default in payment of any sum due hereunder that is not cured in accordance with Section 4.04 below, be enforced by CITY in the same manner as provided by law and for the collection of delinquent ad valorem taxes. Additionally, the CITY shall be entitled to and have a contractual lien on the Land and Improvements which may be foreclosed in the event of such uncured default (1) judicially or (2) extra-judicially in the same manner as a deed of trust under Texas Property Code, and for that purpose may appoint a trustee or trustees.

Section 4.03 City Breach. If the CITY breaches this Agreement by annexing or attempting to pass an ordinance annexing any of the Land (except with reference to the agreed annexation corridor in Section 1.03), the COMPANY shall be entitled to enjoin the CITY from the date of its breach for the balance of the term of this Agreement, from enforcing any annexation ordinance adopted in violation of this Agreement and from taking any further action in violation of this Agreement. If the COMPANY elects to pursue this remedy, then so long as the CITY specifically performs its obligations hereunder, under injunctive order or otherwise, the COMPANY shall continue to make the annual payments required by this Agreement.

Section 4.04 Notice of Default. Notwithstanding anything to the contrary contained herein, in the event of any breach by the COMPANY of any of the terms or conditions of this Agreement, the CITY shall give the COMPANY written notice specifying the nature of the alleged default, and manner in which the alleged default may be satisfactorily cured. Thereafter, the COMPANY will be afforded sixty (60) days within which to cure the alleged default (or, if cure requires more than 60 days, the COMPANY shall have the right to demonstrate a satisfactory plan of cure approved by the CITY within such 60 days, which shall be deemed to be a cure so long as the COMPANY is diligently pursuing such plan).

Section 4.05 Cumulative Remedies. The remedies provided herein are cumulative, none is in lieu of any other, and any one or more or combination of the same is available. Each party, in addition to remedies expressly provided herein is entitled to any and all other remedies available at law or in equity.

Section 4.06 No Waiver of Rights and Remedies. It is expressly understood that if at any time the COMPANY is in default in any provision of this Agreement, the failure on the part of the CITY to promptly avail itself of the rights and remedies that the CITY may have, will not be considered a waiver on the part of the CITY; provided that if the CITY within ten (10) years from the date of any default by the COMPANY, does not avail itself of the rights or remedies or elect to terminate this Agreement on account of such default, then such default is deemed waived.

Further, is expressly understood that if at any time the CITY is in default in any provision of this Agreement, the failure on the part of the COMPANY to promptly avail itself of the rights and remedies that the COMPANY may have, will not be considered a waiver on the part of the COMPANY; provided that if the COMPANY within ten (10) years from the date of any default by the CITY, does not avail itself of the rights or remedies or elect to terminate this Agreement on account of such default, then such default is deemed waived.

Section 4.07 Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, in no event will either party be liable to the other party hereunder for punitive, exemplary, or indirect damages, lost profits or business interruptions damages; provided however, this limitation is not meant to limit the CITY'S rights under this Agreement to collect from the COMPANY any unpaid in lieu of tax payments, late penalties and interest associated therewith, and any costs of collection including but not limited to attorney fees.

Article 5

Section 5.01 Description of Property. The COMPANY agrees to provide the CITY with a listing of Geographic ID numbers, as available from NCAD or its successor, to be attached hereto and incorporated herein as Exhibit A. With respect to COMPANY'S acquisition of new land, as described in Section 3.01 F, which becomes included in the Land, COMPANY agrees to provide to CITY a listing of Geographic ID numbers as available from NCAD or its successor.

Article 6

Section 6.01 Annexation By Another Entity. If any attempt to annex any of the Land owned, used, occupied, leased, rented or possessed by COMPANY, is made by another municipality, or if the incorporation of any new municipality should attempt to include within its limits the Land or property, the CITY shall seek a temporary and permanent injunction against the annexation or incorporation, with the cooperation of the COMPANY, and shall take any other legal action necessary or advisable under the circumstances. The cost of the legal action shall be borne

equally by the parties hereto; provided, however, the fees of any special legal counsel shall be paid by the party retaining same.

Section 6.02 Termination. If the CITY and the COMPANY are unsuccessful in obtaining a temporary injunction enjoining the attempted annexation or incorporation described in Section 6.01 above, the COMPANY shall have the option of (1) terminating this Agreement, effective as of the date of the annexation or incorporation, or (2) continuing to make the in lieu of tax payment required hereunder. This option shall be exercised within thirty (30) days after the application for the temporary injunction is denied. If the COMPANY elects to continue the in lieu of tax payment, the CITY shall place future payments hereunder together with part of the payment for the calendar year in which the annexation or incorporation is attempted, prorated to the date the temporary injunction or relief is denied, in a separate interest-bearing escrow account which shall be held by CITY subject to the following:

- A. If final judgment (after all appellate review, if any, has been exhausted) is entered denying a permanent injunction and/or upholding the annexation or incorporation, then all these payments and accrued interest thereon shall be refunded to the COMPANY; or
- B. If final judgment (after all appellate review, if any, has been exhausted) is entered granting a permanent injunction and/or invalidating the annexation or incorporation, then all the payments and accrued interest thereon shall be retained for use by the CITY.

Article 7

Section 7.01 Sale or Lease. Whenever the COMPANY sells all or a portion of the Land or Improvements to any entity that is not an affiliate of the Company, unless such affiliate will be responsible for payment hereunder, the COMPANY shall within ninety (90) days give notice to the CITY of said sale, and this Agreement shall continue in effect as to all Land and Improvements sold. If COMPANY sells only a portion of the Land or Improvements, the COMPANY shall furnish to the CITY a revised Exhibit A effective for the calendar year next following the calendar year in which the conveyance occurred. If the COMPANY leases all or a portion of the Land or Improvements to an entity that will be responsible for payment hereunder, the COMPANY shall within ninety (90) days give notice to the CITY of said lease, and this Agreement shall continue in effect as to all Land and Improvements leased.

Section 7.02 Company's Responsibility for Payment. The COMPANY as seller or lessor in a transaction pursuant to Section 7.01 above, shall remain solely responsible for any payment in lieu of tax attributable to the Land or Improvements sold or leased unless the COMPANY has entered into an assignment and assumption agreement with the buyer or lessee of such Land or Improvements, which shall be consented to by the CITY, in which the buyer or lessee assumes all responsibilities and obligations under this Agreement as to the purchased or leased Land and/or Improvements.

Section 7.03 Assignment. This Agreement may be assigned by the COMPANY. If this Agreement is assigned, the COMPANY shall notify the CITY of such assignment within thirty (30) days.

Article 8

Section 8.01 Inurement. This Agreement shall inure to the benefit of and be binding upon the CITY and the COMPANY, and shall inure to the benefit of and be binding upon the COMPANY'S successors and assigns, affiliates and subsidiaries, and, subject to Section 7.02, shall remain in force whether the COMPANY sells, assigns, or in any other manner disposes of, either voluntarily or by operations of law, all or any part of the Land, and the agreements herein contained shall be held to be covenants running with the Land for so long as this Agreement or any extension thereof remains in force. The word "affiliates" as used herein shall mean: (1) all companies with respect to which the COMPANY directly or indirectly, through one or more intermediaries at the time in question, owns or has the power to exercise control over fifty percent (50%) or more of the stock having the right to vote for the election of directors; or (2) all corporations (or other entities) controlled by or under common control with the Company as contemplated by Section 1239(c) of the Internal Revenue Code of 1954, as amended.

Article 9

Section 9.01 Buy Local. COMPANY shall use reasonable efforts to acquire all of its procurements, including, but not limited to, supplies, materials, equipment, service contracts, construction contracts, and professional services contracts from businesses located within Nueces and San Patricio Counties, unless such procurements are not reasonably and competitively available within said area. COMPANY shall not be required to maintain records regarding this requirement other than those normally kept in its usual course of business.

Section 9.02 Water Procurement. COMPANY acknowledges that the CITY provides a regional water system that is critical to the well-being and economic growth of the entire area and that it is important for each customer to continue to use the system as its principal source of water. COMPANY agrees to provide six months written notice of any intent or action to obtain more than ten percent (10%) of its total water needs from any source other than the CITY.

Article 10

Section 10.01 Severability. In the event any word, phrase, clause, sentence, paragraph, section, article or other part of this Agreement or the application thereof to any person, firm, corporation or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of the word, phrase, clause, sentence, paragraph, section, article or other part of this Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

Section 10.02 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior understandings, or oral or written agreements, between the parties respecting such subject matter, except as otherwise provided in the instruments referenced herein. This Agreement may be amended only by written instrument signed by all of the parties hereto.

Section 10.03 Notices. Any notice to the COMPANY or the CITY concerning the matters to which this Agreement relates may be given in writing by registered or certified mail addressed to the COMPANY or the CITY at the appropriate respective addresses set forth below. The COMPANY must notify the CITY of any change of address in writing. Notices by a party to the other party hereto, shall be mailed or delivered as follows:

To the City:

Mr. Ronald L. Olson
City Manager
City of Corpus Christi
1201 Leopard
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Phone: 361-880-3220
Fax: 361-880-3839

With copies to:

City of Corpus Christi-City Secretary
1201 Leopard
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Telephone: 361-880-3105
Fax: 361-880-3113

City of Corpus Christi-City Attorney
1201 Leopard
P.O. Box 9277
Corpus Christi, Texas 78469-9277
Telephone: 361-880-3361
Fax: 361-880-3239

If to Company:

with copy to:

Section 10.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is to be performed in Nueces County, Texas.

Section 10.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original, and all of which taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.06 Authority. By acceptance of this Agreement and/or benefits conferred hereunder, each party represents and warrants to the other that its undersigned agents have complete and

unrestricted authority to enter into this Agreement and to obligate and bind such party to all of the terms, covenants and conditions contained herein.

Section 10.07 Most Favored Nations. If CITY enters into a new Industrial District Agreement, or a renewal of any Industrial District Agreement, with a landowner which contains in lieu of tax payment terms and provisions more favorable to the landowner than those in this Agreement, COMPANY and its assigns shall have the right to either terminate this Agreement, or amend this Agreement to contain the more favorable in lieu of tax payment terms and provisions. "Landowner" shall not include any tourist-related business or facilities under Section 42.044, Texas Local Government Code.

The foregoing does not preclude the CITY from entering into a onetime, economic development agreement with any new major employer within the City's non-industrial district ETJ, or with any company proposing a major new investment within the City's non-industrial district ETJ, as part of the CITY'S economic development program.

EXHIBIT A
Geographic ID Number Designated By
Nueces County Appraisal District

EXHIBIT B
Schedule of Value

EXHIBIT C
City Ordinance
Creating Industrial Districts