

**FINDINGS OF THE BARBERS HILL
INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE
APPLICATION SUBMITTED
BY
ENTERPRISE PRODUCTS OPERATING LLC (#349)**



October 27, 2014

**FINDINGS
OF THE
BARBERS HILL INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY
ENTERPRISE PRODUCTS OPERATING LLC
(APPLICATION #349)**

OCTOBER 27, 2014

Board Findings of the Barbers Hill Independent School District

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SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
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ENTERPRISE PRODUCTS OPERATING LLC
(APPLICATION #349)

STATE OF TEXAS §

COUNTY OF CHAMBERS §

On the 27th day of October, 2014, a public meeting of the Board of Trustees of the Barbers Hill Independent School District was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of Enterprise Products Operating LLC (Application #349) (Enterprise) for an Appraised Value Limitation on Qualified Property for a degasser treater manufacturing facility, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. After hearing presentations from the District's administrative staff, and from consultants retained by the District to advise the Board in this matter, the Board of Trustees of the Barbers Hill Independent School District makes the following findings with respect to the application of Enterprise, and the economic impact of that application:

On September 20, 2013, the Texas Comptroller of Public Accounts received an Application from Enterprise for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is attached as **Attachment A**.

The Applicant, Enterprise (Texas Taxpayer Id. 12604305396), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be in good standing with the Texas Comptroller of Public Accounts. See **Attachment B**.

The Board of Trustees has acknowledged receipt of the Application, along with the requisite application fee, as established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

Board Findings of the Barbers Hill Independent School District

The Application was delivered to the Texas Comptroller's Office for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Chambers County Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054.

The Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code § 313.026, and a favorable recommendation was issued on February 24, 2014. A copy of the Comptroller's letter is attached to the findings as **Attachment C**.

After receipt of the Application, the Texas Comptroller of Public Accounts caused to be conducted an economic impact evaluation pursuant to Texas Tax Code § 313.026 and the Board of Trustees has carefully considered such evaluation. A copy of the economic impact evaluation is attached to these findings as **Attachment D**.

The Board of Trustees also directed that a specific financial analysis be conducted of the impact of the proposed value limitation on the finances of the Barbers Hill Independent School District. A copy of a report prepared by Moak, Casey & Associates, Inc. is attached to these findings as **Attachment E**.

The Board of Trustees has confirmed that the taxable value of property in the Barbers Hill Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in **Attachment F**.

After receipt of the Application, the District entered into negotiations with Enterprise, over the specific language to be included in the Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The proposed Agreement is attached to these findings as **Attachment G**.

Board Findings of the Barbers Hill Independent School District

After review of the Comptroller's recommendation, and in consideration of its own economic impact study the Board finds:

Board Finding Number 1.

There is a strong relationship between the Applicant's industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plan of this State as described in the strategic plan for economic development (ED Plan) submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Texas Government Code.

In support of Finding 1, the economic impact evaluation states:

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Enterprise Products Operating, LLC project requires appear to be in line with the focus and themes of the plan. Texas identified manufacturing as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the manufacturing industry.

Board Finding Number 2.

The economic condition of Mont Belvieu, Texas is in need of long-term improvement, based on the state's analysis of Chambers County data.

Based on information provided by the Comptroller's Office that focused on the county level, Chambers County is the 91st largest county in the state in terms of population. Population growth in Chambers County is up; the population of Chambers County grew by 2.5 percent between 2009 and 2010, slightly above the state average of 1.8 percent.

September 2011 employment for Chambers County was up 1.8 percent from September 2010, above the state's 0.9 percent increase in total employment during the same period, based on information provided by the Comptroller's Office. Even with the increase in total employment, however, the unemployment rate in Chambers County was 10.5 percent in September 2011, higher than the state average of 8.5 percent.

Board Findings of the Barbers Hill Independent School District

Chambers County has a higher per capita personal income than the state as a whole. In terms of per capita income, Chambers County's \$45,257 in 2009 ranked 13th among the 254 counties in Texas, while the Texas average was \$38,609 for the same period.

While the population growth and employment growth are generally positive trends, the higher unemployment rate reported in the analysis prepared by the Comptroller's Office indicates the need for long-term economic growth in the area served by Barbers Hill ISD. The local economy in Chambers County will benefit from economic activity like that associated with the Enterprise project. Major capital investments like this project are beneficial to the community on a number of fronts, including direct and indirect employment, expanded opportunities for existing businesses and increased local tax bases.

Board Finding Number 3.

The average salary level of qualifying jobs is expected to be at least \$62,000 per year. The review of the application by the State Comptroller's Office indicated that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs must pay 110 percent of the regional average manufacturing wage. Enterprise indicates that total employment will be approximately four (4) new qualifying jobs.

In support of Finding 3, the economic impact evaluation states:

After construction, the project will create four new jobs when fully operational. All four jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the Houston-Galveston Area Council of Governments Region, where Chambers County is located was \$55,317 in 2012. The annual average manufacturing wage for 2012-2013 for Chambers County is \$79,404. That same year, the county annual average wage for all industries was \$53,976. In addition to an annual average salary of \$62,000 each qualifying position will receive benefits such as medical insurance, dental insurance, life insurance, 401K savings plan, vacation and holiday pay.

Board Finding Number 4.

The level of the applicant's average investment per qualifying job over the term of the Agreement is estimated to be approximately \$27.5 million on the basis of the goal of four (4) new qualifying positions for the entire Enterprise project.

In support of Finding 4, the economic impact evaluation states:

The project's total investment is \$110 million, resulting in a relative level of investment per qualifying job of \$27.5 million.

Board Finding Number 5.

Based upon the information provided to the District with regard to the industry standard for staffing ratios of similar projects in the State of Texas, the District has determined that if the job creation requirement set forth in Texas Tax Code § 313.021(2)(A)(iv)(b) was applied, for the size and scope of the project described in the Application, the required number of jobs meets or exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility.

Board Finding Number 6.

Subsequent economic effects on the local and regional tax bases will be significant. In addition, the impact of the added infrastructure will be significant to the region.

In support of Finding 6, the economic impact evaluation states:

Table 1 depicts Enterprise Products Operating, LLC's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 15 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

Table 1: Estimated Statewide Economic Impact of Investment and Employment in Enterprise Products Operating, LLC

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2015	104	113	217	\$5,448,000	\$7,552,000	\$13,000,000
2016	4	18	22	\$248,000	\$1,752,000	\$2,000,000
2017	4	14	18	\$248,000	\$1,752,000	\$2,000,000
2018	4	12	16	\$248,000	\$1,752,000	\$2,000,000
2019	4	16	20	\$248,000	\$1,752,000	\$2,000,000
2020	4	16	20	\$248,000	\$1,752,000	\$2,000,000
2021	4	19	23	\$248,000	\$1,752,000	\$2,000,000
2022	4	17	21	\$248,000	\$1,752,000	\$2,000,000
2023	4	16	20	\$248,000	\$1,752,000	\$2,000,000
2024	4	17	21	\$248,000	\$1,752,000	\$2,000,000
2025	4	19	23	\$248,000	\$1,752,000	\$2,000,000
2026	4	16	20	\$248,000	\$1,752,000	\$2,000,000
2027	4	14	18	\$248,000	\$1,752,000	\$2,000,000
2028	4	14	18	\$248,000	\$1,752,000	\$2,000,000
2029	4	10	14	\$248,000	\$1,752,000	\$2,000,000

Source: CPA, REMI, Enterprise Products Operating, LLC

The statewide average ad valorem tax base for school districts in Texas was \$1.65 billion in 2012-2013. Barbers Hill ISD's ad valorem tax base in 2011 was \$3.3 billion. The statewide average wealth per WADA was estimated at \$343,155 for fiscal 2012-2013. During that same year, Barbers Hill ISD's estimated wealth per WADA was \$671,764. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Chambers County, and Mont Belvieu with all property tax incentives sought being granted using estimated market value from Enterprise Products Operating, LLC's application. Enterprise Products Operating, LLC has applied for both a value limitation under Chapter 313, Tax Code and a tax abatement with the county and city. Table 3 illustrates the estimated tax impact of the Enterprise Products Operating, LLC project on the region if all taxes are assessed.

Board Findings of the Barbers Hill Independent School District

Table 2 Estimated Direct Ad Valorem Taxes with all property tax incentives sought

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Barbers Hill ISD I&S Levy	Barbers Hill ISD M&O Levy	Barbers Hill ISD M&O and I&S Tax Levies (Before Credit Credited)	Barbers Hill ISD M&O and I&S Tax Levies (After Credit Credited)	Chambers County Tax Levy	City of Mont Belvieu Tax Levy	Estimated Total Property Taxes
				0.269800	1.060000			0.455040	0.436710	
2015	\$97,400,000	\$97,400,000		\$262,785	\$1,032,440	\$1,295,225	\$1,295,225	\$0	\$0	\$1,295,225
2016	\$95,452,000	\$95,452,000		\$257,529	\$1,011,791	\$1,269,321	\$1,269,321	\$0	\$0	\$1,269,321
2017	\$93,542,960	\$30,000,000		\$252,379	\$318,000	\$570,379	\$570,379	\$0	\$0	\$570,379
2018	\$91,672,101	\$30,000,000		\$247,331	\$318,000	\$565,331	\$364,155	\$0	\$0	\$364,155
2019	\$89,838,659	\$30,000,000		\$242,385	\$318,000	\$560,385	\$359,209	\$102,200	\$98,084	\$559,493
2020	\$88,041,886	\$30,000,000		\$237,537	\$318,000	\$555,537	\$354,361	\$160,250	\$153,795	\$668,406
2021	\$86,281,048	\$30,000,000		\$232,786	\$318,000	\$550,786	\$349,610	\$196,307	\$188,399	\$734,316
2022	\$84,555,427	\$30,000,000		\$228,131	\$318,000	\$546,131	\$344,955	\$384,761	\$369,262	\$1,098,978
2023	\$82,864,318	\$30,000,000		\$223,568	\$318,000	\$541,568	\$340,392	\$377,066	\$361,877	\$1,079,334
2024	\$81,207,032	\$30,000,000		\$219,097	\$318,000	\$537,097	\$335,921	\$369,524	\$354,639	\$1,060,084
2025	\$79,582,891	\$79,582,891		\$214,715	\$843,579	\$1,058,293	\$1,058,293	\$362,134	\$347,546	\$1,767,974
2026	\$77,991,234	\$77,991,234		\$210,420	\$826,707	\$1,037,127	\$1,037,127	\$354,891	\$340,596	\$1,732,614
2027	\$76,431,409	\$76,431,409		\$206,212	\$810,173	\$1,016,385	\$1,016,385	\$347,793	\$333,784	\$1,697,962
2028	\$74,902,781	\$74,902,781		\$202,088	\$793,969	\$996,057	\$996,057	\$340,838	\$327,108	\$1,664,003
2029	\$73,404,725	\$73,404,725		\$198,046	\$778,090	\$976,136	\$976,136	\$334,021	\$320,566	\$1,630,723
						Total	\$10,667,526	\$3,329,786	\$3,195,655	\$17,192,967

Assumes School Value Limitation and Tax Abatements from Chambers County and City of Mont Belvieu.

Source: CPA, Enterprise Products Operating, LLC

¹Tax Rate per \$100 Valuation

Table 3 Estimated Direct Ad Valorem Taxes without property tax incentives

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Barbers Hill ISD I&S Levy	Barbers Hill ISD M&O Levy	Barbers Hill ISD M&O and I&S Tax Levies	Chambers County Tax Levy	City of Mont Belvieu Tax Levy	Estimated Total Property Taxes	
				0.269800	1.060000		0.455040	0.436710		
2015	\$97,400,000	\$97,400,000		\$262,785	\$1,032,440	\$1,295,225	\$443,209	\$425,356	\$2,163,790	
2016	\$95,452,000	\$95,452,000		\$257,529	\$1,011,791	\$1,269,321	\$434,345	\$416,848	\$2,120,514	
2017	\$93,542,960	\$93,542,960		\$252,379	\$991,555	\$1,243,934	\$425,658	\$408,511	\$2,078,104	
2018	\$91,672,101	\$91,672,101		\$247,331	\$971,724	\$1,219,056	\$417,145	\$400,341	\$2,036,542	
2019	\$89,838,659	\$89,838,659		\$242,385	\$952,290	\$1,194,674	\$408,802	\$392,334	\$1,995,811	
2020	\$88,041,886	\$88,041,886		\$237,537	\$933,244	\$1,170,781	\$400,626	\$384,488	\$1,955,895	
2021	\$86,281,048	\$86,281,048		\$232,786	\$914,579	\$1,147,365	\$392,613	\$376,798	\$1,916,777	
2022	\$84,555,427	\$84,555,427		\$228,131	\$896,288	\$1,124,418	\$384,761	\$369,262	\$1,878,441	
2023	\$82,864,318	\$82,864,318		\$223,568	\$878,362	\$1,101,930	\$377,066	\$361,877	\$1,840,872	
2024	\$81,207,032	\$81,207,032		\$219,097	\$860,795	\$1,079,891	\$369,524	\$354,639	\$1,804,055	
2025	\$79,582,891	\$79,582,891		\$214,715	\$843,579	\$1,058,293	\$362,134	\$347,546	\$1,767,974	
2026	\$77,991,234	\$77,991,234		\$210,420	\$826,707	\$1,037,127	\$354,891	\$340,596	\$1,732,614	
2027	\$76,431,409	\$76,431,409		\$206,212	\$810,173	\$1,016,385	\$347,793	\$333,784	\$1,697,962	
2028	\$74,902,781	\$74,902,781		\$202,088	\$793,969	\$996,057	\$340,838	\$327,108	\$1,664,003	
2029	\$73,404,725	\$73,404,725		\$198,046	\$778,090	\$976,137	\$334,021	\$320,566	\$1,630,724	
						Total	\$16,930,595	\$5,793,426	\$5,560,054	\$28,284,075

Source: CPA, Enterprise Products Operating, LLC

¹Tax Rate per \$100 Valuation

Board Finding Number 7.

The revenue gains that will be realized by the school district if the Application is approved will be significant in the long-term, with special reference to revenues used for supporting school district debt.

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$96 million to the tax base for debt service purposes at the peak investment level for the 2017-18 school year. The Enterprise project remains fully taxable for debt services taxes, with Barbers Hill ISD currently levying a \$0.2698 per \$100 I&S rate. While the value of the Enterprise project is expected to depreciate over the life of the agreement and beyond, full access to the additional value will add to the District's I&S tax base and assist it in meeting its debt service needs.

Board Finding Number 8.

The effect of the applicant's proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District's facility needs, with current trends suggest little underlying enrollment growth based on the impact of the Enterprise project.

The summary of financial impact prepared by Moak, Casey & Associates, Inc., indicates that there will be little to no impact on school facilities created by the new manufacturing project and its 4 permanent jobs once it begins operations. This finding is confirmed by the TEA evaluation of this project's impact on the number and size of school facilities in Barbers Hill ISD as stated in **Attachment D**.

Board Finding Number 9.

The ability of the applicant to locate the proposed facility in another state or another region of this state is substantial, as a result of the highly competitive marketplace for economic development.

In support of Finding 9, the economic impact evaluation states:

According to Enterprise Products Operating, LLC's application, "Enterprise Products Operating, LLC is a leading midstream energy company with a large pipeline footprint in the United States. These

Board Findings of the Barbers Hill Independent School District

pipelines provide substantial flexibility in plant location. Enterprise Products Operating, LLC has Gas Manufacturing locations in TX, LA, NM and OK.”

Board Finding Number 10.

During the past two years, 40 projects in the Houston-Galveston Area Council of Governments Region applied for value limitation agreements under Tax Code, Chapter 313.

Board Finding Number 11.

The Board of Trustees hired consultants to review and verify the information in the Application from Enterprise. Based upon the consultants’ review, the Board has determined that the information provided by the Applicant is true and correct.

Board Finding Number 12.

The Board of Trustees has determined that the Tax Limitation Amount requested by Applicant is currently Thirty Million Dollars, which is consistent with the minimum values currently set out by Tax Code, § 313.054(a).

According to the Texas Comptroller of Public Accounts’ School and Appraisal Districts’ Property Value Study 2013 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year, Attachment F, the total 2013 industrial value for Barbers Hill ISD is \$3.60 billion. Barbers Hill ISD is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. Barbers Hill ISD is classified as a “rural” district due to its demographic characteristics. It is classified as a Category I district which can offer a minimum value limitation of \$30 million.

Board Finding Number 12.

The Applicant (Taxpayer Id. 12604305396) is eligible for the limitation on appraised value of qualified property as specified in the Agreement based on its “good standing” certification as a franchise-tax paying entity.

Board Finding Number 13.

The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District.

In support of this finding, the report of Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss under current law for several years that the value limitation is in effect without the proposed Agreement. However, with this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. Revenue protection measures are in place for the duration of the Agreement.

Board Finding Number 14.

Considering the purpose and effect of the law and the terms of the Agreement, that it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

It is therefore ORDERED that the Agreement attached hereto as **Attachment G** is approved and hereby authorized to be executed and delivered by and on behalf of the Barbers Hill Independent School District. It is further ORDERED that these findings and the Attachments referred to herein be attached to the Official Minutes of this meeting, and maintained in the permanent records of the Board of Trustees of the Barbers Hill Independent School District.

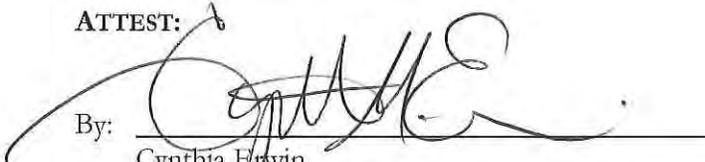
Board Findings of the Barbers Hill Independent School District

Dated the 27th day of October 2014.

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

By: 
Becky Tice
President, Board of Trustees

ATTEST:

By: 
Cynthia Erwin
Secretary, Board of Trustees



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

October 27, 2014

President and Members
Board of Trustees
Barbers Hill Independent School District
9600 Eagle Drive
Mont Belvieu, Texas 77580

Re: Recommendations and Findings of the firm Concerning Application of Enterprise Products Operating LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes (#349)

Dear President Tice and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Barbers Hill Independent School District, with respect to the pending Application of Enterprise Products Operating LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. Based upon our review, we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate revenue protection provisions to protect the interests of the District over the course of the Agreement.

As a result of the foregoing it is our recommendation that the Board of Trustees approve the Application of Enterprise Products Operating LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Casey". The signature is written in a cursive style.

Daniel T. Casey

www.moakcasey.com

Phone 512-485-7878

400 W. 15th Street★Suite 1410★Austin, TX 78701-1648

Fax 512-485-7888

O'HANLON, MCCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

BOB WEST AVENUE
AUSTIN, TEXAS 78701
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KEVIN O'HANLON
CERTIFIED, CIVIL APPELLATE
CERTIFIED, CIVIL TRIAL

LESLIE MCCOLLOM
CERTIFIED, CIVIL APPELLATE
CERTIFIED, LABOR AND EMPLOYMENT
TEXAS BOARD OF LEGAL SPECIALIZATION

JUSTIN DEMERATH

October 27, 2014

President and Members
Of the Board of Trustees
Barbers Hill Independent School District
9600 Eagle Drive
Mont Belvieu, Texas 77580

Re: Recommendations and Findings of the Firm Concerning Application of Enterprise Products Operating LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, first qualifying year 2014

Dear President Tice and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Barbers Hill Independent School District, with respect to the pending Application of Enterprise Products Operating LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, to be effected by an agreement with a first qualifying time year of 2014. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and Enterprise Products Operating LLC. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.

Letter to Barbers Hill ISD
October 27, 2014
Page 2 of 2

4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate legal provisions so as to protect the interests of the District.

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of Enterprise Products Operating LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Hanlon", written in a cursive style.

Kevin O'Hanlon
For the Firm

Attachment A

Application

O'HANLON, McCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

KEVIN O'HANLON

CERTIFIED, CIVIL APPELLATE

CERTIFIED, CIVIL TRIAL

LESLIE McCOLLOM

CERTIFIED, CIVIL APPELLATE

CERTIFIED, LABOR AND EMPLOYMENT

TEXAS BOARD OF LEGAL SPECIALIZATION

JUSTIN DEMERATH

September 20, 2013

Local Government Assistance & Economic Analysis
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528

RE: Application to the Barbers Hill Independent School District from Enterprise Products Operating LLC

FIRST QUALIFYING YEAR 2014

To the Local Government Assistance & Economic Analysis Division:

By copy of this letter transmitting the application for review to the Comptroller's Office, the Barbers Hill Independent School District is notifying the Applicant Enterprise Products Operating LLC of its intent to consider Enterprise Products Operating LLC's application for appraised value limitation on qualified property. The Applicant submitted the application to the school district on August 26, 2013. The Board voted at a properly posted Board meeting to accept the application on August 26, 2013. The application was determined complete by the school district on September 20, 2013. Please prepare the economic impact report.

The qualified property will be located on two noncontiguous reinvestment zones created by the City of Mont Belvieu. The school district will create a single contiguous reinvestment zone that includes both individual zones. The reinvestment zone for the project will be forwarded to you upon its adoption by the District.

Please note, no construction has begun at the project site as of the date of the filing of the application and the District's determination that the application is complete. The Applicant is aware that the determination of a completed application by the Comptroller determines what property may be eligible for a value limitation agreement. There is no existing property for this project.

Letter to Local Government Assistance & Economic Analysis Division
September 20, 2013
Page 2 of 2

The school district has determined that the wage information included in the application represents the most recent wage data available at the time of the application. The wage the Applicant has committed to paying on this project is above the required statutory minimums.

A paper copy of the application will be hand delivered to your office today. In accordance with 34 Tex. Admin Code §9.1054, a copy of the application will be submitted to the Chambers County Appraisal District.

Please feel free to contact me with questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Hanlon", written in a cursive style.

Kevin O'Hanlon
School District Consultant

Cc: Chief Appraiser
Chambers County Appraisal District

Enterprise Products Operating LLC

Greg Poole, Barbers Hill ISD



Application for Appraised Value Limitation on Qualified Property

(Tax Code, Chapter 313, Subchapter B or C)

Form 50-296
(Revised July 2013)

INSTRUCTIONS: This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application.
This notice must include:
 - the date on which the school district received the application;
 - the date the school district determined that the application was complete;
 - the date the school board decided to consider the application; and
 - a request that the comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original completed application to the Comptroller in a three-ring binder with tabs separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules as explained in the Confidentiality Notice below.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, make a recommendation to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application before the 151st day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to complete the recommendation, economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at www.texasahead.org/tax_programs/chapter313/. There are links on this Web page to the Chapter 313 statute, rules and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SCHOOL DISTRICT INFORMATION – CERTIFICATION OF APPLICATION

Authorized School District Representative		Date Application Received by District 8/26/13	
First Name Greg	Last Name Poole		
Title Superintendent of Schools			
School District Name Barbers Hill Independent School District			
Street Address 9600 EAGLE DRIVE			
Mailing Address PO BOX 1108			
City MONT BELVIEU	State TX	ZIP 77580-1108	
Phone Number (281) 576-2221	Fax Number (281) 576-3410		
Mobile Number (optional)	Email Address gpoole@bhisd.net		

I authorize the consultant to provide and obtain information related to this application. Yes No

Will consultant be primary contact? Yes No



SCHOOL DISTRICT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized School District Consultant (If Applicable)

First Name Devin Last Name O'Banlon

Title Attorney

Firm Name O'Banlon McCollo DeGrath P

Street Address 808 West Avenue

Mailing Address 808 West Avenue

City Austin State TX ZIP 78701

Phone Number 512-494-9949 Fax Number 512-494-9919

Mobile Number (Optional) _____ E-mail Address obanlon@808west.co

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

Signature (Authorized School District Representative)  Date 8-26-13

Has the district determined this application complete? Yes No

If yes, date determined complete. 9/20/13

Have you completed the school finance documents required by TAC 9.1054(c)(3)? Yes No

SCHOOL DISTRICT CHECKLIST AND REQUESTED ATTACHMENTS

	Checklist	Page X of 16	Check Completed
1	Date application received by the ISD	1 of 16	✓
2	Certification page signed and dated by authorized school district representative	2 of 16	✓
3	Date application deemed complete by ISD	2 of 16	✓
4	Certification pages signed and dated by applicant or authorized business representative of applicant	4 of 16	✓
5	Completed company checklist	12 of 16	✓
6	School finance documents described in TAC 9.1054(c)(3) (Due within 20 days of district providing notice of completed application)	2 of 16	will supplement



APPLICANT INFORMATION - CERTIFICATION OF APPLICATION

Authorized Business Representative (Applicant)

First Name Curt		Last Name Tate	
Title Senior Tax Director			
Organization Enterprise Products			
Street Address 1100 Louisiana Street			
Mailing Address P.O. Box 4018			
City Houston		State TX	ZIP 77210
Phone Number 713-381-8071		Fax Number 281-887-7139	
Mobile Number (optional)		Business e-mail Address ctate@eprod.com	

Will a company official other than the authorized business representative be responsible for responding to future information requests? Yes No

If yes, please fill out contact information for that person.

First Name		Last Name	
Title			
Organization			
Street Address			
Mailing Address			
City		State	ZIP
Phone Number		Fax Number	
Mobile Number (optional)		E-mail Address	

I authorize the consultant to provide and obtain information related to this application.. **N/A** Yes No

Will consultant be primary contact? **N/A** Yes No



APPLICANT INFORMATION – CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

First Name		Last Name	
Title			
Firm Name			
Street Address			
Mailing Address			
City	State	ZIP	
Phone Number		Fax Number	
Business Email Address			

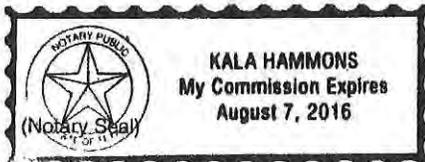
I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

Signature (Authorized Business Representative (Applicant))	Date
<i>Curt Jato</i>	8/26/2013

GIVEN under my hand and seal of office this 26th day of August, 2013

Kala Hammons
Notary Public, State of Texas



My commission expires 8/7/2016

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code § 37.10.

FEES AND PAYMENTS

Enclosed is proof of application fee paid to the school district.

For the purpose of this question, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

Please answer only either A OR B:

A. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code, 313.027(i)? Yes No

B. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? Yes No

BUSINESS APPLICANT INFORMATION

Legal Name Under Which Application is Made

Enterprise Products Operating LLC

Texas Taxpayer I.D. Number of Entity Subject to Tax Code, Chapter 171 (11 digits)

12604305396

NAICS Code

325120

Is the applicant a party to any other Chapter 313 agreements? Yes No

If yes, please list name of school district and year of agreement.

Barbers Hill (2009, 2010, 2011, 2012, 2013 -3 pending applications); Yoakum (2011)

APPLICANT BUSINESS STRUCTURE

Registered to do business in Texas with the Texas Secretary of State? Yes No

Identify Business Organization of Applicant (corporation, limited liability corporation, etc.)

Limited Liability Corporation

1. Is the applicant a combined group, or comprised of members of a combined group, as defined by Texas Tax Code Chapter 171.0001(7)? Yes No

If so, please attach documentation of the combined group membership and contact information.

2. Is the applicant current on all tax payments due to the State of Texas? Yes No

3. Are all applicant members of the combined group current on all tax payments due to the State of Texas? NA Yes No

If the answer to either question is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (Use attachment if necessary.)



ELIGIBILITY UNDER TAX CODE CHAPTER 313.024

Are you an entity to which Tax Code, Chapter 171 applies? [checked] Yes [] No

The property will be used as an integral part, or as a necessary auxiliary part, in one of the following activities:

- (1) manufacturing [checked] Yes [] No
(2) research and development [] Yes [checked] No
(3) a clean coal project... [] Yes [checked] No
(4) an advanced clean energy project... [] Yes [checked] No
(5) renewable energy electric generation [] Yes [checked] No
(6) electric power generation using integrated gasification combined cycle technology [] Yes [checked] No
(7) nuclear electric power generation [] Yes [checked] No
(8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7) [] Yes [checked] No

Are you requesting that any of the land be classified as qualified investment? [] Yes [checked] No

Will any of the proposed qualified investment be leased under a capitalized lease? [] Yes [checked] No

Will any of the proposed qualified investment be leased under an operating lease? [] Yes [checked] No

Are you including property that is owned by a person other than the applicant? [] Yes [checked] No

Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment? [] Yes [checked] No

PROJECT DESCRIPTION

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information. (Use attachments as necessary)

See Attachment 4

Describe the ability of your company to locate or relocate in another state or another region of the state.

Enterprise is leading midstream company with a large pipeline foot print in Texas, Louisiana, New Mexico, and Oklahoma. These pipelines provide substantial flexibility in plant location. Economic incentives make this possible project more attractive in the internal decision for capital investment.

PROJECT CHARACTERISTICS (CHECK ALL THAT APPLY)

- [checked] New Jobs [checked] Construct New Facility [] New Business / Start-up [] Expand Existing Facility
[] Relocation from Out-of-State [] Expansion [checked] Purchase Machinery & Equipment
[] Consolidation [] Relocation within Texas

PROJECTED TIMELINE

Begin Construction 4Q, 2013 Begin Hiring New Employees 2Q, 2014
Construction Complete 4Q, 2014 Fully Operational 1Q, 2015
Purchase Machinery & Equipment 4Q 2013

Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? [checked] Yes [] No

Note: Improvements made before that time may not be considered qualified property.

When do you anticipate the new buildings or improvements will be placed in service? 1Q, 2015



ECONOMIC INCENTIVES

Identify state programs the project will apply for:

State Source	Amount
_____	_____
_____	_____
_____	_____
Total	_____

Will other incentives be offered by local units of government? Yes No

Please use the following box for additional details regarding incentives. (Use attachments if necessary.)

Seeking tax abatements from Chambers County and City of Mont Belvieu. See Schedule D for details.

THE PROPERTY

Identify county or counties in which the proposed project will be located _____ Chambers County

Central Appraisal District (CAD) that will be responsible for appraising the property _____ Chambers County CAD

Will this CAD be acting on behalf of another CAD to appraise this property? Yes No

List all taxing entities that have jurisdiction for the property and the portion of project within each entity

County: _____ Chambers (100%) _____ City: _____ City of Mont Belvieu (100%)
(Name and percent of project) (Name and percent of project)

Hospital District: _____ N/A _____ Water District: _____ N/A
(Name and percent of project) (Name and percent of project)

Other (describe): _____ N/A _____ Other (describe): _____ N/A
(Name and percent of project) (Name and percent of project)

Is the project located entirely within this ISD? Yes No

If not, please provide additional information on the project scope and size to assist in the economic analysis.

N/A



INVESTMENT

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as rural, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at www.texasahead.org/tax_programs/chapter313/.

At the time of application, what is the estimated minimum qualified investment required for this school district? 30 Million

What is the amount of appraised value limitation for which you are applying? 30 Million

What is your total estimated qualified investment? 110 Million

NOTE: See 313.021(1) for full definition. Generally, Qualified Investment is the sum of the investment in tangible personal property and buildings and new improvements made between beginning of the qualifying time period (date of application final approval by the school district) and the end of the second complete tax year.

What is the anticipated date of application approval? June 2014

What is the anticipated date of the beginning of the qualifying time period? June 2014

What is the total estimated investment for this project for the period from the time of application submission to the end of the limitation period? 110 Million

Describe the qualified investment.[See 313.021(1).]

Attach the following items to this application:

- (1) a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment and
(3) a map of the qualified investment showing location of new buildings or new improvements with vicinity map.

Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or 313.053 for rural school districts) for the relevant school district category during the qualifying time period? Yes No

Except for new equipment described in Tax Code §151.318(q) or (q-1), is the proposed tangible personal property to be placed in service for the first time:

(1) in or on the new building or other new improvement for which you are applying? Yes No

(2) if not in or on the new building or other new improvement for which you are applying for an appraised value limitation, is the personal property necessary and ancillary to the business conducted in the new building or other new improvement? Yes No

(3) on the same parcel of land as the building for which you are applying for an appraised value limitation? Yes No

("First placed in service" means the first use of the property by the taxpayer.)

Will the investment in real or personal property you propose be counted toward the minimum qualified investment required by Tax Code §313.023, (or 313.053 for rural school districts) be first placed in service in this state during the applicable qualifying time period? Yes No

Does the investment in tangible personal property meet the requirements of Tax Code §313.021(1)? Yes No

If the proposed investment includes a building or a permanent, non-removable component of a building, does it house tangible personal property? Yes No

QUALIFIED PROPERTY

Describe the qualified property. [See 313.021(2)] (If qualified investment describes qualified property exactly you may skip items (1), (2) and (3) below.)

Attach the following items to this application:

- (1) a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your qualified property and
(3) a map of the qualified property showing location of new buildings or new improvements – with vicinity map.

Land

Is the land on which you propose new construction or improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? Yes No

If you answered "no" to the question above, what is the anticipated date on which you will submit proof of a reinvestment zone with boundaries encompassing the land on which you propose new construction or improvements?

Will the applicant own the land by the date of agreement execution? Yes No

Will the project be on leased land? Yes No

QUALIFIED PROPERTY (CONTINUED)

If the land upon which the new building or new improvement is to be built is part of the qualified property described by §313.021(2)(A), please attach complete documentation, including:

1. Legal description of the land
2. Each existing appraisal parcel number of the land on which the improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property
3. Owner
4. The current taxable value of the land. Attach estimate if land is part of larger parcel.
5. A detailed map (with a vicinity map) showing the location of the land

Attach a map of the reinvestment zone boundaries, certified to be accurate by either the governmental entity creating the zone, the local appraisal district, or a licensed surveyor. (With vicinity map)

Attach the order, resolution or ordinance establishing the zone, and the guidelines and criteria for creating the zone, if applicable.

Miscellaneous

Is the proposed project a building or new improvement to an existing facility? Yes No

Attach a description of any existing improvements and include existing appraisal district account numbers.

List current market value of existing property at site as of most recent tax year. 293,530 (land value) 2013
(Market Value) (Tax Year)

Is any of the existing property subject to a value limitation agreement under Tax Code 313? Yes No

Will all of the property for which you are requesting an appraised value limitation be free of a tax abatement agreement entered into by a school district for the duration of the limitation? Yes No

WAGE AND EMPLOYMENT INFORMATION

What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? 0

The last complete calendar quarter before application review start date is the:

First Quarter Second Quarter Third Quarter Fourth Quarter of
(year)

What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the TWC? 4018

Note: For job definitions see TAC §9.1051(14) and Tax Code 313.021(3). If the applicant intends to apply a definition for "new job" other than TAC §9.1051(14)(C), then please provide the definition of "new job" as used in this application.

N/A

Total number of new jobs that will have been created when fully operational 4

Do you plan to create at least 25 new jobs (at least 10 new jobs for rural school districts) on the land and in connection with the new building or other improvement? Yes No

Do you intend to request that the governing body waive the minimum new job creation requirement, as provided under Tax Code §313.025(f-1)? Yes No

If you answered "yes" to the question above, attach evidence documenting that the new job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards. **Note: Even if a minimum new job waiver is provided, 80% of all new jobs must be qualifying jobs pursuant to Texas Tax Code, §313.024(d).**

What is the maximum number of qualifying jobs meeting all criteria of §313.021(3) you are committing to create? 4

If this project creates more than 1,000 new jobs, the minimum required wage for this project is 110% of the average county weekly wage for all jobs as described by 313.021(3)(E)(ii).

If this project creates less than 1,000 new jobs, does this district have territory in a county that meets the demographic characteristics of 313.051(2)? (see table of information showing this district characteristic at www.texasahead.org/tax_programs/chapter313/)

If yes, the applicant must meet wage standard described in 313.051(b) (110% of the regional average weekly wage for manufacturing)

If no, the applicant shall designate one of the wage standards set out in §§313.021(5)(A) or 313.021(5)(B).



WAGE AND EMPLOYMENT INFORMATION (CONTINUED)

For the following three wage calculations please include on an attachment the four most recent quarters of data for each wage calculation. Show the average and the 110% calculation. Include documentation from TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(7).

Table with 2 columns: Description of wage calculation and Amount. Rows include county average weekly wage for all jobs, manufacturing jobs in the county, and manufacturing jobs in the region.

Please identify which Tax Code section you are using to estimate the wage standard required for this project:

- Checkboxes for §313.021(5)(A), §313.021(5)(B), §313.021(3)(E)(ii), and §313.051(b).

What is the estimated minimum required annual wage for each qualifying job based on the qualified property? 60,837.92

What is the estimated minimum required annual wage you are committing to pay for each of the qualifying jobs you create on the qualified property? 62,000

- Will 80% of all new jobs created by the owner be qualifying jobs as defined by 313.021(3)? [X] Yes [] No
Will each qualifying job require at least 1,600 of work a year? [X] Yes [] No
Will any of the qualifying jobs be jobs transferred from one area of the state to another? [] Yes [X] No
Will any of the qualifying jobs be retained jobs? [] Yes [X] No
Will any of the qualifying jobs be created to replace a previous employee? [] Yes [X] No
Will any required qualifying jobs be filled by employees of contractors? [] Yes [X] No

If yes, what percent? _____

Does the applicant or contractor of the applicant offer to pay at least 80% of the employee's health insurance premium for each qualifying job? [X] Yes [] No

Describe each type of benefits to be offered to qualifying jobholders. (Use attachments as necessary.)

See Attachment 15

ECONOMIC IMPACT

- Is an Economic Impact Analysis attached (If supplied by other than the Comptroller's office)? [] Yes [] No
Is Schedule A completed and signed for all years and attached? [X] Yes [] No
Is Schedule B completed and signed for all years and attached? [X] Yes [] No
Is Schedule C (Application) completed and signed for all years and attached? [X] Yes [] No
Is Schedule D completed and signed for all years and attached? [X] Yes [] No

Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, please attach a separate schedule showing the amount for each year affected, including an explanation.

CONFIDENTIALITY NOTICE**Property Tax Limitation Agreement Applications
Texas Government Code Chapter 313
Confidential Information Submitted to the Comptroller**

Generally, an application for property tax value limitation, the information provided therein, and documents submitted in support thereof, are considered public information subject to release under the Texas Public Information Act.

There is an exception, outlined below, by which information will be withheld from disclosure.

The Comptroller's office will withhold information from public release if:

- 1) it describes the specific processes or business activities to be conducted or the specific tangible personal property to be located on real property covered by the application;
- 2) the information has been segregated in the application from other information in the application; and
- 3) the party requesting confidentiality provides the Comptroller's office a list of the documents for which confidentiality is sought and for each document lists the specific reasons, including any relevant legal authority, stating why the material is believed to be confidential.

All applications and parts of applications which are not segregated and marked as confidential as outlined above will be considered public information and will be posted on the internet.

Such information properly identified as confidential will be withheld from public release unless and until the governing body of the school district acts on the application, or we are directed to do so by a ruling from the Attorney General.

Other information in the custody of a school district or the comptroller submitted in connection with the application, including information related to the economic impact of a project or the essential elements of eligibility under Texas Tax Code, Chapter 313, such as

the nature and amount of the projected investment, employment, wages, and benefits, will not be considered confidential business information and will be posted on the internet.

All documents submitted to the Comptroller, as well as all information in the application once the school district acts thereon, are subject to public release unless specific parts of the application or documents submitted with the application are identified as confidential. Any person seeking to limit disclosure of such submitted records is advised to consult with their legal counsel regarding disclosure issues and also to take the appropriate precautions to safeguard copyrighted material, trade secrets, or any other proprietary information. The Comptroller assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by respondents. A person seeking to limit disclosure of information must submit in writing specific detailed reasons, including any relevant legal authority, stating why that person believes the material to be confidential.

The following outlines how the Comptroller's office will handle requests for information submitted under the Texas Public Information Act for application portions and submitted records appropriately identified as confidential.

- This office shall forward the request for records and a copy of the documents at issue to the Texas Attorney General's office for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act.
- The Comptroller will notify the person who submitted the application/documents when the information is forwarded to the Attorney General's office.
- Please be aware that this Office is obligated to comply with an Attorney General's decision, including release of information ruled public even if it was marked confidential.



COMPANY CHECKLIST AND REQUESTED ATTACHMENTS

	Checklist	Page X of 16	Check Completed
1	Certification pages signed and dated by Authorized Business Representative (applicant)	4 of 16	✓
2	Proof of Payment of Application Fee (Attachment)	5 of 16	✓
3	For applicant members, documentation of Combined Group membership under Texas Tax Code 171.0001(7) (if Applicable) (Attachment)	5 of 16	
4	Detailed description of the project	6 of 16	✓
5	If project is located in more than one district, name other districts and list percentage in each district (Attachment)	7 of 16	
6	Description of Qualified Investment (Attachment)	8 of 16	✓
7	Map of qualified investment showing location of new buildings or new improvements with vicinity map.	8 of 16	✓
8	Description of Qualified Property (Attachment)	8 of 16	✓
9	Map of qualified property showing location of new buildings or new improvements with vicinity map	8 of 16	✓
10	Description of Land (Attachment)	9 of 16	✓
11	A detailed map showing location of the land with vicinity map.	9 of 16	✓
12	A description of all existing (if any) improvements (Attachment)	9 of 16	✓
13	Request for Waiver of Job Creation Requirement (if applicable) (Attachment)	9 of 16	✓
14	Calculation of three possible wage requirements with TWC documentation. (Attachment)	10 of 16	✓
15	Description of Benefits	10 of 16	✓
16	Economic Impact (if applicable)	10 of 16	
17	Schedule A completed and signed	13 of 16	✓
18	Schedule B completed and signed	14 of 16	✓
19	Schedule C (Application) completed and signed	15 of 16	✓
20	Schedule D completed and signed	16 of 16	✓
21	Map of Reinvestment Zone (Attachment) (Showing the actual or proposed boundaries and size, Certified to be accurate by either the government entity creating the zone, the local appraisal district, or a licensed surveyor, with vicinity map)*	9 of 16	
22	Order, Resolution, or Ordinance Establishing the Zone (Attachment)*	9 of 16	
23	Legal Description of Reinvestment Zone (Attachment)*	9 of 16	
24	Guidelines and Criteria for Reinvestment Zone(Attachment)*	9 of 16	

* To be submitted with application or before date of final application approval by school board.

Proof of payment of filing fee received by the
Comptroller of Public Accounts per TAC Rule
§9.1054 (b)(5)

*(Page Inserted by Office of Texas Comptroller of Public
Accounts)*

ATTACHMENT 3

Not Applicable

ATTACHMENT 4

Proposed Project Description

ATTACHMENT 4
APPLICATION FOR TAX ABATEMENT
BARBERS HILL INDEPENDENT SCHOOL DISTRICT

Proposed Project Description

Enterprise Products Operating LLC (Enterprise currently operates the Mot Belvieu Manufacturing Complex. Enterprise proposes to build a new gasoline manufacturing unit in Mont Belvieu Texas.

Gas manufacturing unit

This project will take untreated gasoline from the new north fracs and process the stream into treated gasoline and will use the UOP Minal technology.

Degassing Unit

This project will remove dissolved air and water from gasoline so that the resulting stream can meet pipeline grade diluent gasoline specs. The process involves various steps including water degassing of dissolved air compression and refrigeration of the resulting gas stream with any residual gasses routed to a thermal oxidizer, routing of the entire liquid gasoline stream to pumps, which then transfer the liquid stream to storage or to external customers.

New Gasoline Manufacturing Unit List of Improvements

Plant Components

- Reactors
- Product Injection and Metering
- Drain System
- Water wash system
- Catalyst impregnation system
- Merox plus Make-up system
- Ancillary tanks
- Reverse Osmosis system
- Air compressor system

New Degassing Unit List of Improvements

Plant Components

- Dehydration
- Pre-coolers

- Low-stage chiller and refrigeration
- Defrost system
- Vapor Recovery system
- Flash tanks
- Instrumentation
- Two 1500 HP pumps
- Associates electrical infrastructure (transformer, switchgear, breakers, MCC, etc.)

2-Ability to Relocate:

Enterprise is a leading midstream energy company with a large pipeline footprint in the United States. These pipelines provide substantial flexibility in plant location. Enterprise has Gas Manufacturing locations in TX, LA, NM, and OK.

- a. These pipeline provide substantial flexibility in determined where plants are built
- b. Enterprise has significant assets in Louisiana including interstate pipelines which can and do route product to and from Texas. This allows potential manufacturing facilities to be managed via pipelines in neighboring states.
- c. Like most business for every significant investment decision, there is a thorough review of the tax incentives offered in the region which helps determine Enterprise's long term investment approach in a site selection.

ATTACHMENT 6

Description of Qualifying Investment

New Gasoline Manufacturing Unit List of Improvements

Plant Components

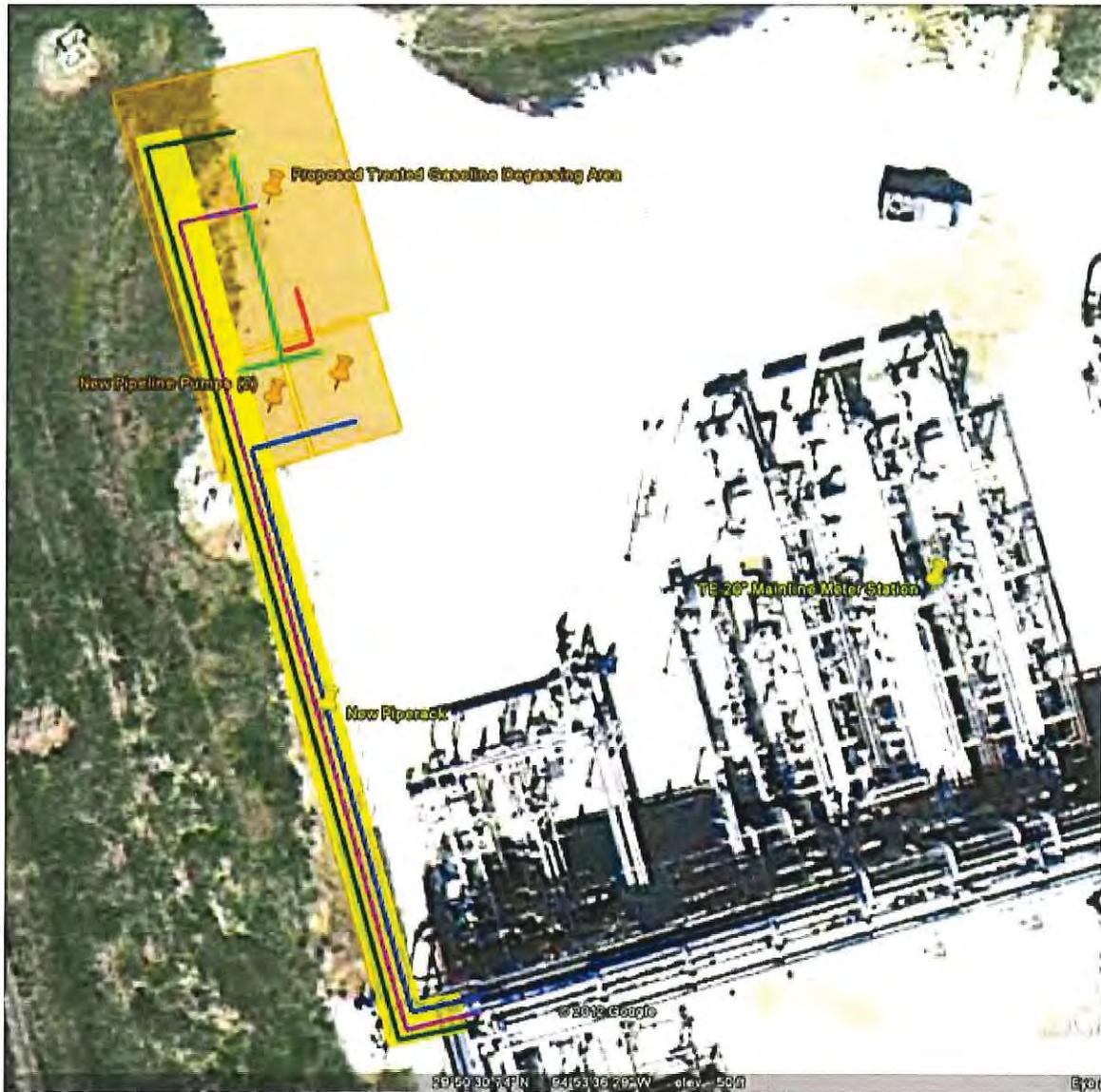
- Reactors
- Product Injection and Metering
- Drain System
- Water wash system
- Catalyst impregnation system
- Merox plus Make-up system
- Ancillary tanks
- Reverse Osmosis system
- Air compressor system

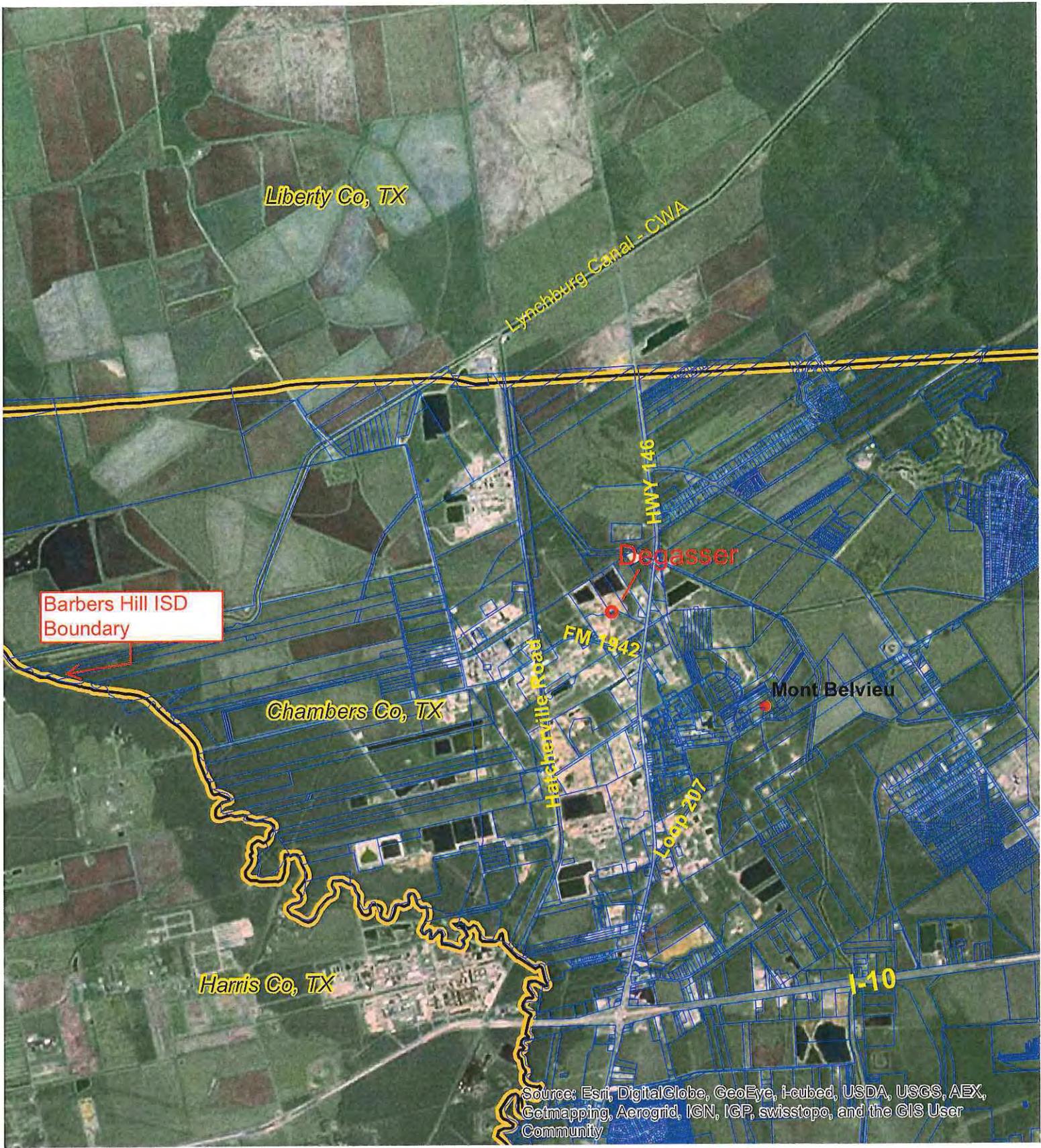
New Degassing Unit List of Improvements

Plant Components

- Dehydration
- Pre-coolers
- Low-stage chiller and refrigeration
- Defrost system
- Vapor Recovery system
- Flash tanks
- Instrumentation
- Two 1500 HP pumps
- Associates electrical infrastructure (transformer, switchgear, breakers, MCC, etc.)

Proposed Site





Liberty Co, TX

Lynchburg Canal - CWA

Barbers Hill ISD
Boundary

Chambers Co, TX

Harris Co, TX

HWY 146

Degasser

FM 1442

Mont Belvieu

Hatcherville Road

Loop 207

I-10

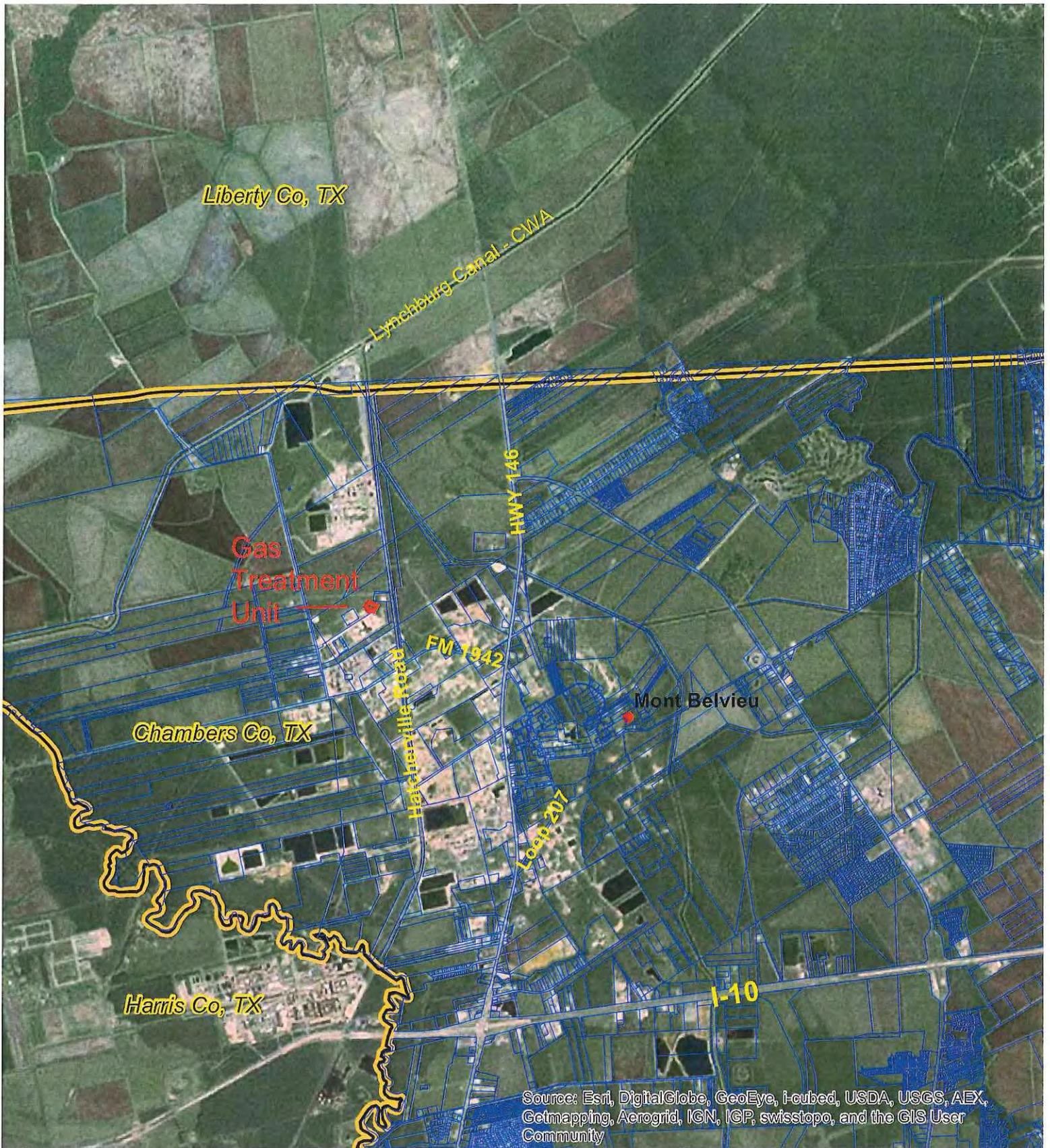
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX,
Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User
Community



Degasser



Treater
Replaces existing
laydown yard



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

ATTACHMENT 8

Description of Qualifying Property

New Gasoline Manufacturing Unit List of Improvements

Plant Components

- Reactors
- Product Injection and Metering
- Drain System
- Water wash system
- Catalyst impregnation system
- Merox plus Make-up system
- Ancillary tanks
- Reverse Osmosis system
- Air compressor system

New Degassing Unit List of Improvements

Plant Components

- Dehydration
- Pre-coolers
- Low-stage chiller and refrigeration
- Defrost system
- Vapor Recovery system
- Flash tanks
- Instrumentation
- Two 1500 HP pumps
- Associates electrical infrastructure (transformer, switchgear, breakers, MCC, etc.)

ATTACHMENT 9

Map of Qualified Property Showing location of proposed new investment with Vicinity Map

Liberty Co, TX

Lynchburg Canal - CWA

HWY 146

Degasser

FM 1942

Chambers Co, TX

Hatcherville Road

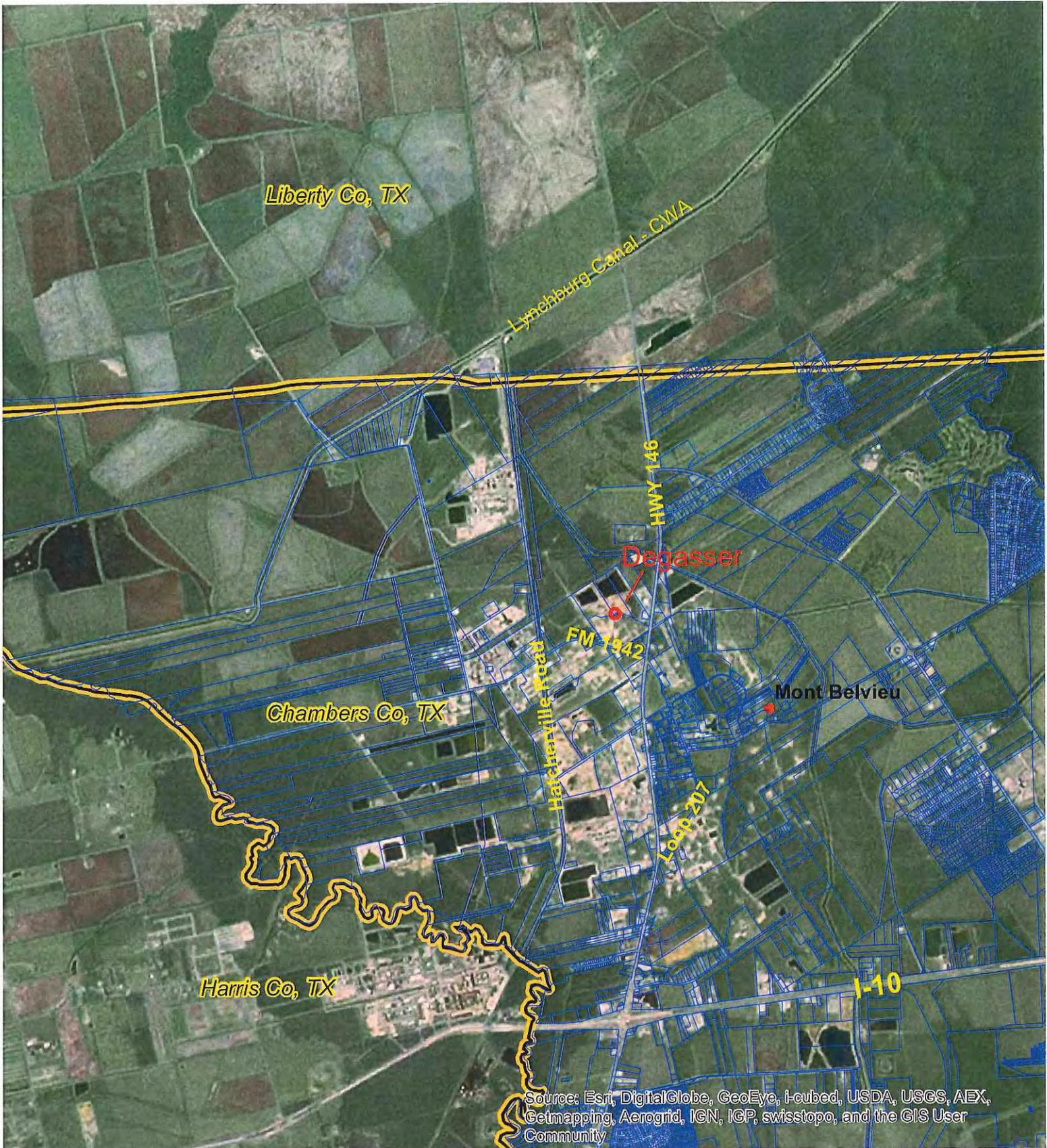
Mont Belvieu

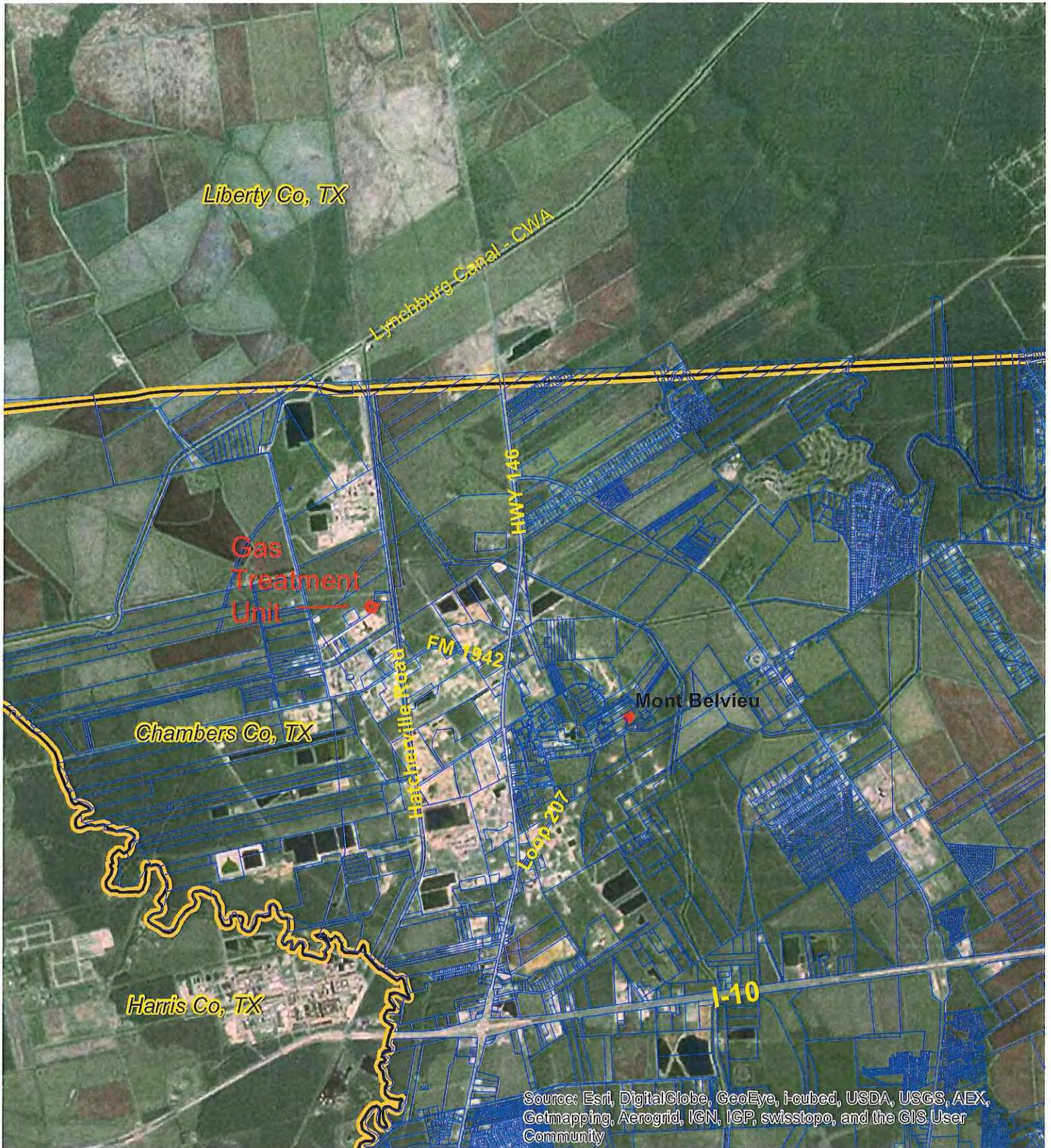
Loop 207

Harris Co, TX

I-10

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

ATTACHMENT 10-11

**Land Description and
Land Maps**

**LEGAL DESCRIPTION OF LAND
APPLICATION FOR TAX ABATEMENT
BARBERS HILL SCHOOL DISTRICT**

Degasser Unit

"EXHIBIT A"

THE STATE OF TEXAS
COUNTY OF CHAMBERS

FIELD NOTES of a 126.2412 acre tract of land situated in the T. & N.O.RR. Co. Survey, Section No. 1, Abstract No. 503 and the Dan Jergins Survey, Abstract No. 599; and being out of and a part of the residue of a 572.51 Acre tract of land called Second Tract from J.R. Barber to Kirby Oil and Gas Company recorded in Volume 161 at Page 598 of the Deed Records of Chambers County, Texas. This 126.2412 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 1927 DATUM, AS DEFINED IN ARTICLE 5300A OF THE REVISED CIVIL STATUTES OF THE STATE OF TEXAS.
ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9999062
REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/4 inch iron rod set for the Northwest corner of this tract of land and the Southwest corner of a 487.009 acre tract of land conveyed in a deed from Glenda Dal Brown to Exxon Corporation dated November 1, 1978 and recorded in Volume 425 at Page 515 of the Deed Records of Chambers County, Texas and being in the East Right-of-Way line of Hatcherville Road (70' R.O.W.). This corner as a Texas State Plane Coordinate Value of X = 762,238.95 and Y = 3,293,315.08.

THENCE North 66 deg 41 min 04 sec East with the North line of this tract of land and the South line of said 487.009 acre tract of land a distance of 3,399.51 feet to a 1/4 inch iron rod set for the Northeast corner of this tract of land and the Southeast corner of said 487.009 acre tract of land and being in the West Right-of-Way line of the Southern Pacific Railroad (100' R.O.W.). From this corner a found brass disk stamped "Exxon Chemical Company U.S.A." bears South 66 deg 41 min 04 sec West a distance of 2.08 feet.

THENCE South 07 deg 20 min 00 sec East with the East line of this tract of land and West Right-of-Way line of said Southern Pacific Railroad a distance of 1,438.10 feet to a 1/4 inch iron rod set for the Southeast corner of this tract of land and the Northeast corner of a 117.469 acre tract of land conveyed in a deed from Glenda Dal Brown to Enterprise Product Company dated December 05, 1991 and recorded in Volume 162 at Page 169 of the Official Records of Chambers County, Texas. From this corner a found 5/8 inch iron rod bears North 57 deg 22 min 27 sec East a distance of 2.53 feet.

**FIELD NOTES FOR A 19.973 ACRE TRACT IN THE HENRY GRIFFITH SURVEY,
ABSTRACT 12**

Field Notes describing a 19.973 acre tract of land situated in the Henry Griffith League, Abstract No. 12, Chambers County, Texas, and being a part of the residue of a 30 acre tract of land described as Tract 2, in a partition deed recorded in Volume 53, page 213 of the Chambers County Deed Records.

All bearings referred to herein are based on North 30°31'49" West, along the West line of said 19.973 acre tract of land.

BEGINNING at an angle iron found at the Northwest corner of said 30 acre tract, and being in the common line between said Henry Griffith Survey, A-12, and the T. & N.O.R.R. Survey, A-503, said angle iron also being at the most Northerly Northeast corner of the Enterprise 67.274 acre tract of land, recorded as various tracts in Volume 423, Page 431, Chambers County Deed Records;

THENCE North 59°09'47" East, along said common Survey line and North line of said 30 acre tract, at 214.05 feet pass a 3/4" iron pipe found at the Southeast corner of said T. & N.O.R.R. Survey, A-103, same being the Southwest corner of the C.C.P. Welch League, A-489, in all a total distance of 539.64 feet to an angle iron found at the Northeast corner of said 30 acre tract of land;

THENCE South 30°40'27" East, along the East line of said 30 acre tract, same being the West line of another 30 acre tract Recorded in Volume 53, Page 191, Chambers County Deed Records, a distance of 1984.18 feet to a 5/8" iron rod set at the Southeast corner of this 19.973 acre tract in the Northeasterly line of said Enterprise 67.724 acre tract;

THENCE North 61°03'08" West, along said Northeasterly line of the Enterprise 67.724 acre tract, a distance of 610.85 feet to a 5/8" iron rod found at an angle corner of said 67.724 acre tract;

THENCE South 59°19'29" West, along a line of the Enterprise 67.724 acre tract, a distance of 234.39 feet to a concrete monument with brass cap found at an interior corner of said 67.724 acre tract;

THENCE North 30°31'49" West, along the West line of said 30 acre tract, same being the most Northerly East line of said Enterprise 67.724 acre tract, a distance of 1455.67 feet to the POINT OF BEGINNING and containing 19.973 acres of land.

* * * * *

**FIELD NOTES OF A 2.9527 ACRE TRACT OF LAND, CHAMBERS COUNTY,
TEXAS**

A tract of land containing 2.9527 acres of land out of the Henry Griffith League, Abstract 12, in Chambers County, Texas, and being the same land described in a Warranty Deed as 4.0 acres, from S.C. Barber, et ux to Mrs. Bessie Brown, and recorded in Volume 150, Page 449 of the Chambers County, Texas, Deed Records, save and except a 1.055 acre tract out of the South part thereof, described in a deed from Delno Brown to Fred Chitty, recorded in Volume 298, Page 443 of the Deed Records of Chambers County, Texas.

Said 2.9527 acre tract being described by metes and bounds as follows:

COMMENCING at the Southwest corner of the above referenced 4.0 acre tract to Mrs. Bessie Brown, being also the Southwest corner of a 30 acre tract described in a Partition Deed to S. C. Barber as Tract 2, and recorded in Volume 53, Page 213 of the same Deed Records, and being also the Southeast corner of a 4 acre tract described in the Partition Deed to Q. K. Barber as Tract 1, recorded in Volume 53, Page 283 of said Deed Records and the Southwest corner of a 1.055 acre tract from Delno Brown to Fred Chitty, above referred to; thence North 31°08'21" West, a distance of 382.89 feet to the Northwest corner of aforesaid 1.055 acre tract for the most Southern Southwest and BEGINNING corner of the tract herein described;

THENCE North 31°08'21" West, along the West line of S.C. Barber 30 acres, and the Bessie Brown 4 acres, and the East line of said Q. K. Barber 4 acres, a distance of 421.16 feet to the Northeast corner of the Q. K. Barber 4 acre tract, and a re-entrant corner of both the said 30 acre and the Brown 4 acre tracts for a re-entrant corner of the tract herein described;

THENCE South 69°42'18" West, along the common South line of the 30 acre tract, and the 4 acre Brown tract, being also the North line of the Q. K. Barber 4 acre tract, a distance of 119.86 feet to a 1 1/4" iron pipe at the most Northern Southwest corner of said 30 acre tract and the Bessie Brown 4 acre tract, and being also the Southeast corner of the 29.6 acre tract in the Partition Deed to Lillie Stockbridge recorded in Volume 53, Page 188 and the Southeast corner of Lot 5 of the Partition of said 29.6 acre tract in Volume 219, Page 199, for the most Northern Southwest corner of the tract herein described;

THENCE North 30°31'49" West, along the West line of the S. C. Barber 30 acre, and the Brown 4 acre tracts and the East lines of both 29.6 acre tracts and aforesaid Lot 5, a distance of 314.44 feet to the Northwest corner of the Bessie Brown 4 acre tract for the Northwest corner of the tract herein described;

THENCE North 59°19'29" East, along the North line of said Bessie Brown 4 acre tract, a distance of 234.39 feet to the Northeast corner of aforesaid 4 acre tract,

for the Northeast corner of the tract herein described;

THENCE South 31°08'21" East, along the East line of said 4 acre tract, a distance of 757.18 feet to the Northeast corner of the 1.055 acre tract above referred to, for the Southeast corner of the tract herein described;

THENCE South 59°18'49" West, a distance of 120.00 feet to the PLACE OF BEGINNING and containing 2.9527 acres of land.

* * * * *

FIELD NOTES OF A 1.1245 ACRE TRACT OF LAND, CHAMBERS COUNTY, TEXAS

A tract of land containing 1.1245 acres out of a 5.907 acre tract of land described as Lot 5 of the Lillie Stockbridge Partition dated February 2, 1960 and, recorded in Volume 219, Page 199 et. seq of the Deed Records of Chambers County, Texas, and being a part of a 29.6 acre tract of land as described in that certain deed filed May 27, 1936 from J. R. Barber, et al to Lillie Stockbridge and recorded in Volume 53, Page 188 of the Deed Records of Chambers County, Texas. Said tract being also a part of the Henry Griffith League, Abstract 12, Chambers County, Texas.

BEGINNING at a 1 1/4" Iron Pipe found at the Southeast corner of the above said 5.907 acre and 29.6 acre tracts for the Southeast corner of the herein described tract;

THENCE South 69°42'18" West, along the South line of said 5.907 acre and 29.6 acre tracts, a distance of 148.86 feet to a point, being the Southwest corner of said 5.907 acre tract and the Southwest corner of the herein described tract;

THENCE North 30°31'49" West, along the West line of said 5.907 acre tract a distance of 354.33 feet to a point for the Northwest corner of the herein described tract;

THENCE North 83°50'06" East, a distance of 160.81 feet to a point in the East line of said 5.907 acre tract and said 29.6 acre tract for the Northeast corner of the herein described tract;

THENCE South 30°31'49" East, along the East line of said 5.907 acre tract and said 29.6 acre tract, a distance of 314.44 feet to the place of BEGINNING and containing 1.1245 acres of land.

* * * * *

**FIELD NOTES OF A 4.7827 ACRE TRACT OF LAND,
CHAMBERS COUNTY, TEXAS**

A tract of land containing 4.7827 acres out of a 5.907 acre tract of land described as Lot 5 of the Lillie Stockbridge Estate Partition dated February 2, 1960 and recorded in Volume 219, Page 199 et seq of the Deed Records of Chambers County, Texas, and being a part of a 29.6 acre tract of land as described in that certain deed filed May 27, 1936 from J. R. Barber, et al to Lillie Stockbridge and recorded in Volume 53, Page 188 of the Deed Records of Chambers County, Texas. Said tract being also a part of the Henry Griffith League, Abstract 12, Chambers County, Texas.

COMMENCING at an old 2 1/4" Iron Pipe with a 1/2" Iron Rod inside found at the Northwest corner of the above said 29.6 acre tract;

THENCE North 59°08'49" East, along the North line of said 29.6 acre tract, a distance of 778.97 feet to a 1 1/4" Iron Pipe found at the Northwest corner of the above said 5.907 acre tract, for the place of BEGINNING and Northwest corner of the herein described tract;

THENCE North 59°08'49" East, along the North line of said 29.6 acre tract and the North line of said 5.907 acre tract, a distance of 146.50 feet to an old Angle Iron found at the Northeast corner of said 29.6 acre tract and said 5.907 acre tract, for the Northeast corner of the herein described tract;

THENCE South 30°31'49" East, along the East line of said 29.6 acre tract and the East line of said 5.907 acre tract, a distance of 1455.66 feet to a point, for the Southeast corner of the herein described tract;

THENCE South 83°50'06" West, a distance of 160.81 feet to a point in the West line of said 5.907 acre tract, for the Southwest corner of the herein described tract;

THENCE North 30°31'49" West, along the West line of said 5.907 acre tract, a distance of 1388.49 feet to the place of BEGINNING and containing 4.7827 acres of land.

FIELD NOTES FOR A 19.973 ACRE TRACT IN THE HENRY GRIFFITH
SURVEY, ABSTRACT 12

Field Notes describing a 19.973 acre tract of land situated in the Henry Griffith League, Abstract No. 12, Chambers County, Texas, and being a part of the residue of a 30 acre tract of land described as Tract 2, in a partition deed recorded in Volume 53, page 213 of the Chambers County Deed Records.

All bearings referred to herein are based on North 30°31'49" West, along the West line of said 19.973 acre tract of land.

BEGINNING at an angle iron found at the Northwest corner of said 30 acre tract, and being in the common line between said Henry Griffith Survey, A-12, and the T. & N.O.R.R. Survey, A-503, said angle iron also being at the most Northerly Northeast corner of the Enterprise 67.274 acre tract of land, recorded as various tracts in Volume 423, Page 431, Chambers County Deed Records;

THENCE North 59°09'47" East, along said common Survey line and North line of said 30 acre tract, at 214.05 feet pass a 3/4" iron pipe found at the Southeast corner of said T. & N.O.R.R. Survey, A-103, same being the Southwest corner of the C.C.P. Welch League, A-489, in all a total distance of 539.64 feet to an angle iron found at the Northeast corner of said 30 acre tract of land;

THENCE South 30°40'27" East, along the East line of said 30 acre tract, same being the West line of another 30 acre tract Recorded in Volume 53, Page 191, Chambers County Deed Records, a distance of 1984.18 feet to a 5/8" iron rod set at the Southeast corner of this 19.973 acre tract in the Northeasterly line of said Enterprise 67.724 acre tract;

THENCE North 61°03'08" West, along said Northeasterly line of the Enterprise 67.724 acre tract, a distance of 610.85 feet to a 5/8" iron rod found at an angle corner of said 67.724 acre tract;

THENCE South 59°19'29" West, along a line of the Enterprise 67.724 acre tract, a distance of 234.39 feet to a concrete monument with brass cap found at an interior corner of said 67.724 acre tract;

THENCE North 30°31'49" West, along the West line of said 30 acre tract, same being the most Northerly East line of said Enterprise 67.724 acre tract, a distance of 1455.67 feet to the POINT OF BEGINNING and containing 19.973 acres of land:

FILED FOR RECORD

97 FEB 24 PM 1:19

Norma (Bezie) Rowland
COUNTY CLERK
CHAMBERS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF CHAMBERS
I, NORMA (Bezie) Rowland, hereby certify that this instrument
as FILED in file number sequence on the date and at the
time stamped hereon by me, and was duly RECORDED in
the volume and page of the OFFICIAL PUBLIC RECORDS of
Chambers County, Texas, as stamped hereon by me on



FEB 28 1997

Norma (Bezie) Rowland
COUNTY CLERK
CHAMBERS COUNTY, TEXAS

Liberty Co, TX

Lynchburg Canal - CWA

HWY 146

Degasser

FM 1942

Chambers Co, TX

Hatcherville Road

Mont Belvieu

Loop 207

Harris Co, TX

I-10

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**LEGAL DESCRIPTION OF LAND
APPLICATION FOR TAX ABATEMENT
BARBERS HILL SCHOOL DISTRICT**

Gas Manufacturing Unit

2006 SEP 06 PM
11:07 AM 2006

167639
RETURN TO:

COMMERCE TITLE
700 ROLLINGBROOK SUITE E
BAYTOWN, TEXAS 77521

OFFICIAL PUBLIC RECORDS
CHAMBERS COUNTY, TEXAS
Susan E. Roshto, County Clerk

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CHAMBERS §

That I, GLENDA DEL BROWN, of Kendall County, Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration cash to me in hand paid by ENTERPRISE PRODUCTS OPERATING L.P., the receipt of which is hereby acknowledged, have (subject to the exceptions, reservations and covenants hereinafter set forth) GRANTED, SOLD and CONVEYED, and by these presents do (subject to the exceptions, reservations and covenants hereinafter set forth) GRANT, SELL and CONVEY unto the said ENTERPRISE PRODUCTS OPERATING L.P., a Delaware Limited Partnership, whose mailing address is 2727 North Loop West, Houston, Texas 77008, all of that certain lot, tract or parcel of land described in "EXHIBIT A" attached hereto and made a part hereof for all purposes.

It is understood and agreed by and between the parties hereto that this conveyance is made subject to the exceptions set forth in "EXHIBIT B" attached hereto and made a part hereof for all purposes.

It is further understood and agreed by and between the parties hereto that this conveyance is made subject to the following any and all zoning laws, regulations and ordinances of municipal or other governmental authority, and any and all exceptions, reservations, restrictions and easements, if any, affecting the above-described property and shown of record among the Official Public Records of Chambers County, Texas, and any canals, pipelines, easements or rights-of-way

therefor physically located on the above-described property, whether documents therefor are recorded in such records or not.

TO HAVE AND TO HOLD the above-described premises (subject to the exceptions, reservations and covenants hereinabove set forth), together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said ENTERPRISE PRODUCTS TEXAS OPERATING L.P., its successors and assigns, forever; and the undersigned hereby binds herself, her heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises (subject to the exceptions, reservations and covenants hereinabove set forth), unto the said ENTERPRISE PRODUCTS TEXAS OPERATING L.P., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN TESTIMONY WHEREOF, Witness my hand this the 23rd day of Jan, A.D., 2006.

Glenda Del Brown
Glenda Del Brown

THE STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the 23RD day of JANUARY, A.D., 2006, by GLEND DEL BROWN.



Janice K. Pfeiffer
Notary Public, State of Texas
Printed Name: JANICE K. PFEIFFER
Commission Expires: 6-19-06

"EXHIBIT A"

THE STATE OF TEXAS)
COUNTY OF CHAMBERS)

FIELD NOTES of a 126.2412 acre tract of land situated in the T. & N.O.R.R.Co. Survey, Section No. 1, Abstract No. 503 and the Dan Jergins Survey, Abstract No. 599; and being out of and a part of the residue of a 572.51 Acre tract of land called Second Tract from J.R. Barber to Kirby Oil and Gas Company recorded in Volume 161 at Page 598 of the Deed Records of Chambers County, Texas. This 126.2412 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 1927 DATUM, AS DEFINED IN ARTICLE 5300A OF THE REVISED CIVIL STATUTES OF THE STATE OF TEXAS.
ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9999062
REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a $\frac{1}{4}$ inch iron rod set for the Northwest corner of this tract of land and the Southwest corner of a 487.009 acre tract of land conveyed in a deed from Glenda Del Brown to Exxon Corporation dated November 1, 1978 and recorded in Volume 425 at Page 515 of the Deed Records of Chambers County, Texas and being in the East Right-of-Way line of Hatcherville Road (70' R.O.W.). This corner as a Texas State Plane Coordinate Value of X = 762,238.95 and Y = 3,293,315.08.

THENCE North 66 deg 41 min 04 sec East with the North line of this tract of land and the South line of said 487.009 acre tract of land a distance of 3,399.51 feet to a $\frac{1}{4}$ inch iron rod set for the Northeast corner of this tract of land and the Southeast corner of said 487.009 acre tract of land and being in the West Right-of-Way line of the Southern Pacific Railroad (100' R.O.W.). From this corner a found brass disk stamped "Exxon Chemical Company U.S.A." bears South 66 deg 41 min 04 sec West a distance of 2.08 feet.

THENCE South 07 deg 20 min 00 sec East with the East line of this tract of land and West Right-of-Way line of said Southern Pacific Railroad a distance of 1,458.10 feet to a $\frac{1}{4}$ inch iron rod set for the Southeast corner of this tract of land and the Northeast corner of a 117.469 acre tract of land conveyed in a deed from Glenda Del Brown to Enterprise Product Company dated December 05, 1991 and recorded in Volume 162 at Page 169 of the Official Records of Chambers County, Texas. From this corner a found $\frac{5}{8}$ inch iron rod bears North 57 deg 22 min 27 sec East a distance of 2.53 feet.

THENCE South 57 deg 22 min 27 sec West with the South line of this tract of land and the North line of said 117.469 acre tract of land a distance of 3,334.56 feet to a $\frac{1}{4}$ inch iron rod set for the Southwest corner of this tract of land and the Northwest corner of said 117.469 acre tract of land, and being in the East Right-of-Way line of said Hatcherville Road. From this corner a found $\frac{5}{8}$ inch iron rod bears North 57 deg 22 min 27 sec East a distance of 3.04 feet.

THENCE North 14 deg 47 min 39 sec West with the West line of this tract of land and the East Right-of-Way line of said Hatcherville Road a distance of 1,714.32 feet to a $\frac{1}{4}$ inch iron rod set for an angle point of this tract of land, and being in the East Right-of-Way line of said Hatcherville Road.

THENCE North 14 deg 23 min 53 sec West with the West line of this tract of land and the East Right-of-Way line of said Hatcherville Road a distance of 248.81 feet to the PLACE OF BEGINNING, containing within said boundaries 126.2412 acres of land.

"EXHIBIT B"

There are no exceptions listed as "a", "b", or "c" in this exhibit. This exhibit begins with the exception designated as "d", and ends with exception designated as "mmm".

- d. Right of Way Deed dated August 21, 1918, recorded in Volume 16 at Page 86 of the Deed Records of Chambers County, Texas from Old River Company to Dayton - Goose Creek Railway Company.
- e. Right of Way dated May 15, 1929, recorded in Volume 28 at Page 150 of the Deed Records of Chambers County, Texas from Kirby petroleum Company to Gulf Pipeline Company.
- f. Right of Way dated February 24, 1930, recorded in Volume 30 at Page 339 of the Deed Records of Chambers County, Texas from Kirby petroleum Company to Humphrey Corporation.
- g. Right of Way dated December 31, 1931, recorded in Volume 33 at Page 630 of the Deed Records of Chambers County, Texas from Kirby petroleum Company to Gulf Pipeline Company.
- h. Right of Way dated June 6, 1947, recorded in Volume 103 at Page 561 of the Deed Records of Chambers County, Texas from Kirby petroleum Company to Texas Pipeline Company
- i. Right of Way dated December 3, 1952, recorded in Volume 146 at Page 537 of the Deed Records of Chambers County, Texas from Kirby petroleum Company to Sinclair Pipeline Company.
- j. Right of Way dated June 1, 1954, recorded in Volume 158 at Page 5 of the Deed Records of Chambers County, Texas from Kirby Petroleum Company to Texas natural Gasoline Corporation.
- k. Right of Way dated February 11, 1955, recorded in Volume 165 at Page 509 of the Deed Records of Chambers County, Texas from J.R. Barber and Lula Barber to Texas Natural Gasoline Corporation.
- l. Right of Way dated December 30, 1955, recorded in Volume 172 at Page 85 of the Deed Records of Chambers County, Texas from J.R. Barber and Lula Barber to Southern Canal Corporation.
- m. Right of Way dated July 20, 1956, recorded in Volume 181 at Page 43 of the Deed Records of Chambers County, Texas from J.R. Barber and Lula Barber to Texas Butadiene & Chemical Corporation.
- n. Right of Way Deed dated February 11, 1956, recorded in Volume 183 at Page 369 of the Deed Records of Chambers County, Texas from J.R. Barber and Lula Barber to Gulf Refining Company.

- o. Right of Way dated February 18, 1958, recorded in Volume 198 at Page 577 of the Deed Records of Chambers County, Texas from J.R. Barber and Lula Barber to Chambers County Water Control and Improvement District.
- p. Right of Way dated November 11, 1959, recorded in Volume 217 at Page 497 of the Deed Records of Chambers County, Texas from J.R. Barber, et ux to Southern Canal Company.
- q. Right of Way dated November 9, 1960, recorded in Volume 225 at Page 477 of the Deed Records of Chambers County, Texas from J.R. Barber to Southern Canal Company.
- r. Right of Way dated December 19, 1961, recorded in Volume 234 at Page 255 of the Deed Records of Chambers County, Texas from Lula Barber to Southern Canal Company.
- s. Right of Way dated July 6, 1962 recorded in Volume 239 at Page 140 of the Deed Records of Chambers County, Texas from Lula Barber, et al to Colonial Pipeline Company.
- t. Right of Way dated January 29, 1966 recorded in Volume 275 at Page 373 of the Deed Records of Chambers County, Texas from Lula Barber to Sinclair Pipeline Company.
- u. Easement:
To: Southern Canal Company
Recorded: October 18, 1967 in Volume 292 at Page 469, Deed Records, Chambers County, Texas.
Purpose: Canal
- v. Easement:
To: Gulf Refining Company
Recorded: February 5, 1968 in Volume 293 at Page 665, Deed Records, Chambers County, Texas.
Purpose:
- w. Right of Way dated February 5, 1968, recorded in Volume 294 at Page 203 of the Deed Records of Chambers County, Texas from Lula Barber to Sinclair Pipeline Company.
- x. Right of Way dated , recorded in Volume 165 at Page 509 of the Deed Records of Chambers County, Texas from J.R. Barber and Lula Barber to Texas Natural Gasoline Corporation.
- y. Right of Way dated April 23, 1970, recorded in Volume 315 at Page 505 of the Deed Records of Chambers County, Texas from Lula Barber to Lo-Vaca Gathering Company.
- z. Right of Way dated May 18, 1970, recorded in Volume 315 at Page 602 of the Deed Records of Chambers County, Texas from Lula Barber to Diamond Shamrock Corporation.
- aa. Right of Way dated May 18, 1970, recorded in Volume 316 at Page 138 of the Deed Records of Chambers County, Texas from Lula Barber to Cities Service Pipeline Company.
- bb. Right of Way dated August 17, 1970, recorded in Volume 318 at Page 466 of the Deed Records of Chambers County, Texas from Lula Barber to Santa Fe Pipeline Company.
- cc. Right of Way Deed dated October 10, 1970, recorded in Volume 320 at Page 162 of the Deed Records of Chambers County, Texas from Lula Barber to Coastal Industrial Water Authority.
- dd. Right of Way dated October 8, 1970, recorded in Volume 320 at Page 337 of the Deed Records of Chambers County, Texas from Lula Barber to Explorer Pipeline Company.

- ee. Right of Way dated July 15, 1975, recorded in Volume 371 at Page 652 of the Deed Records of Chambers County, Texas from Lula Barber to Blg Three Industries, Inc..
- ff. Right of Way dated August 26, 1975, recorded in Volume 373 at Page 405 of the Deed Records of Chambers County, Texas from Delno Brown Executor of the Estate of Lula Barber and Glenda Del Brown to Colonial Pipeline Company
- gg. Right of Way dated February 22, 1977, recorded in Volume 395 at Page 291 of the Deed Records of Chambers County, Texas from Delno Brown Executor of the Estate of Lula Barber and Glenda Del Brown to ARCO Pipeline Company
- hh. Right of Way dated December 21, 1978, recorded in Volume 428 at Page 420 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Lo Vaca Gathering Company
- ii. Right of Way dated February 2, 1979, recorded in Volume 430 at Page 541 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Houston Pipeline Company
- jj. Right of Way dated February 22, 1979, recorded in Volume 431 at Page 653 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Shell Pipeline Corporation
- kk. Right of Way dated October 31, 1980, recorded in Volume 464 at Page 272 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Exxon Pipeline Corporation
- ll. Right of Way dated August 8, 1980, recorded in Volume 467 at Page 447 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Blg Three Industries, Inc..
- mm. Valve Site Lease dated January 12, 1981, recorded in Volume 467 at Page 461 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Blg Three Industries, Inc..
- nn. Right of Way dated May 1, 1981, recorded in Volume 473 at Page 156 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Exxon Pipeline Company
- oo. Right of Way dated April 22, 1981, recorded in Volume 475 at Page 710 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Matador Pipeline Inc..
- pp. Right of Way dated May 18, 1981, recorded in Volume 478 at Page 481 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Matador Pipeline Inc.
- qq. Right of Way dated October 12, 1981, recorded in Volume 485 at Page 1 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Blg Three Industries, Inc..
- rr. Easement:
 To: Houston Lighting and Power Company
 Recorded: July 13, 1981 in Volume 478 at Page 481 ,Deed Records,Chambers County, Texas.
 Purpose: Utility
- ss. Right of Way dated February 1, 1982, recorded in Volume 493 at Page 446 of the Deed Records of Chambers County, Texas from Glenda Del Brown to Blg Three Industries, Inc..
- tt. Right of Way Contract dated May 31, 1988, recorded in Volume 50 at Page 106 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Mustang Pipeline Company

- uu. Easement:
To: Valero Transmissson
Recorded: September 12, 1988 In Volume 56 at page 677 ,Official Public Records,Chambers County, Texas.
Purpose: Pipellne
- vv. Right of Way Contract dated November 8, 1988, recorded In Volume 62 at Page 573 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Hlmont USA
- ww. Right of Way Contract dated December 5, 1991, recorded In Volume 162 at Page 177 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Enterprise Products Company
- xx. Right of Way Contract dated March 13, 1992, recorded In Volume 171 at Page 642 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Koch Pipellne Company
- yy. Right of Way Contract dated March 26, 1992, recorded In Volume 175 at Page 379 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Union Carbide Industrial Gases, Inc.
- zz. Right of Way dated August 11, 1994, recorded In Volume 248 at Page 241 of the Official Public Records of Chambers County, Texas from Exxon to City of Mount Belvieu..
- aaa. Right of Way Contract dated August 28, 1995 recorded In Volume 277 at Page 376 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Chevron USA
- bbb. Right of Way Contract dated June 27, 1995, recorded In Volume 279 at Page 591 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Exxon Pipellne Company
- ccc. Right of Way Contract dated October 29, 1996, recorded In Volume 314 at Page 345 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Mustang Pipellne Company
- ddd. Right of Way Contract dated June 9, 1997, recorded In Volume 334 at Page 362 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Koch Pipellne Company
- eee. Pipellne Right-of-Way Agreement dated July 28, 1998 and recorded In Volume 380 at Page 138 of the Official Public records of Chambers County, Texas.
- fff. Pipellne Work Space Agreement dated September 16, 1998, recorded In Volume 382 at Page 623 of the Official Public Records of Chambers County, Texas from Glenda Del Brown to Koch Pipellne Company
- ggg. Pipellne Right-of-Way Agreement dated September 5, 2003 and recorded In Volume 645 at Page 277 of the Official Public records of Chambers County, Texas.
- hhh. Easement:
To: Cobra Oil & Gas Corporation
Recorded: September 14, 2004 In Volume 733 at page 5 ,Official Public Records,Chambers County, Texas.
Purpose: Pipellne
- iii. Surface Agreement dated June 3, 2004 and recorded In Volume 703 at Page 644 of the Official Public records of Chambers County, Texas.

- jjj. Surface Agreement dated May 27, 2004 and recorded in Volume 733 at Page 13 of the Official Public records of Chambers County, Texas.
- kkk. Portion of subject property is in the City of Mount Belvieu, Texas, as set forth in Ordinance recorded in Volume 242, Page 324 of the Official Public Records of Chambers County, Texas.
- lll. A gravel road traversing the Southern portion of subject property as evidenced by plat prepared by Chambers Surveying & Mapping by Michael W. Chandler RPLS 5292 and dated July 12, 2005 under Job No. 05-1102
- mmm. Mineral and/or royalty interest:
 - Interest: An undivided 100%
 - Recorded: September 13, 1954 in Volume 161 at Page 598, Deed Records, Chambers County, Texas.

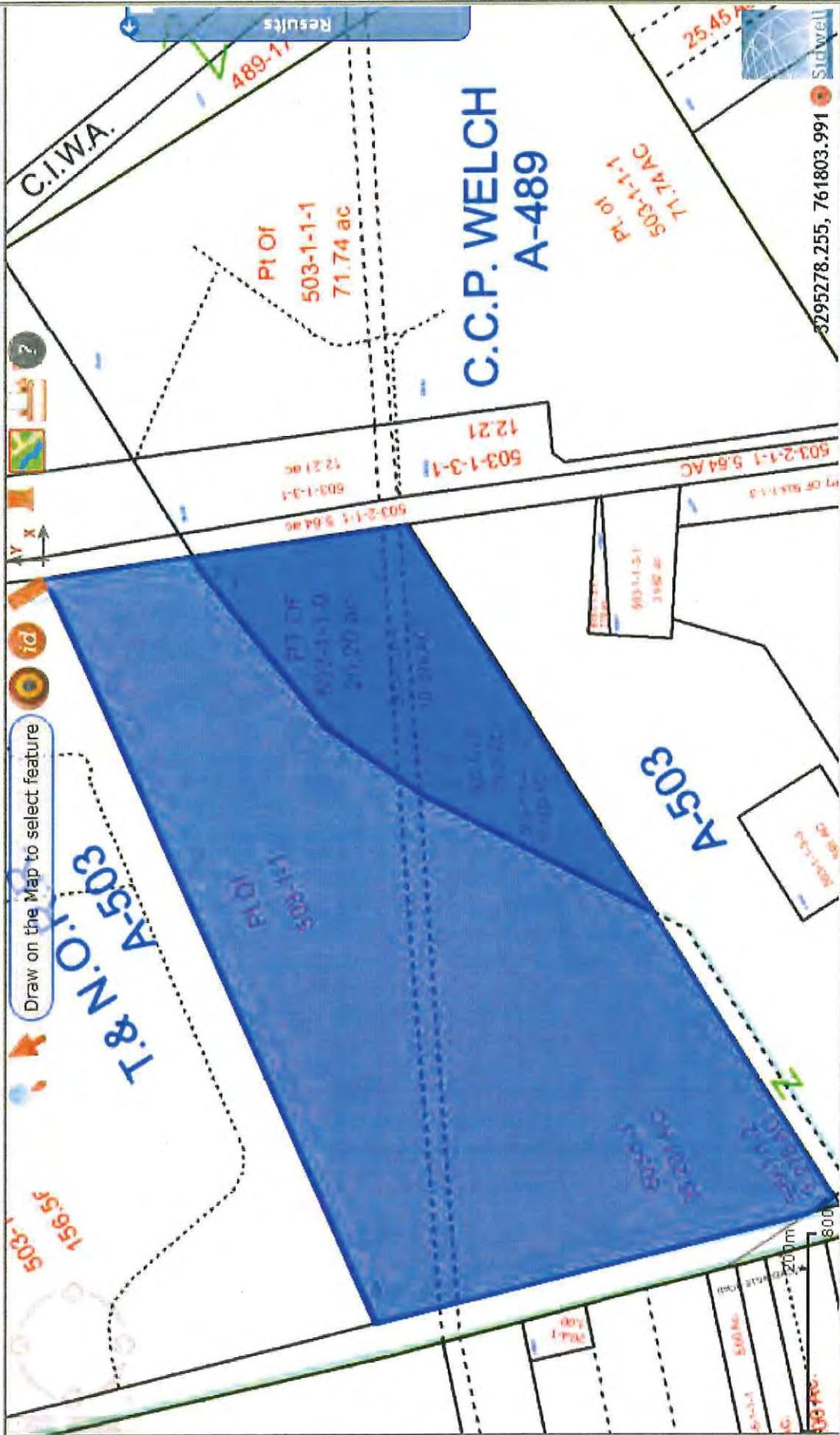
Map of Reinvestment Zone

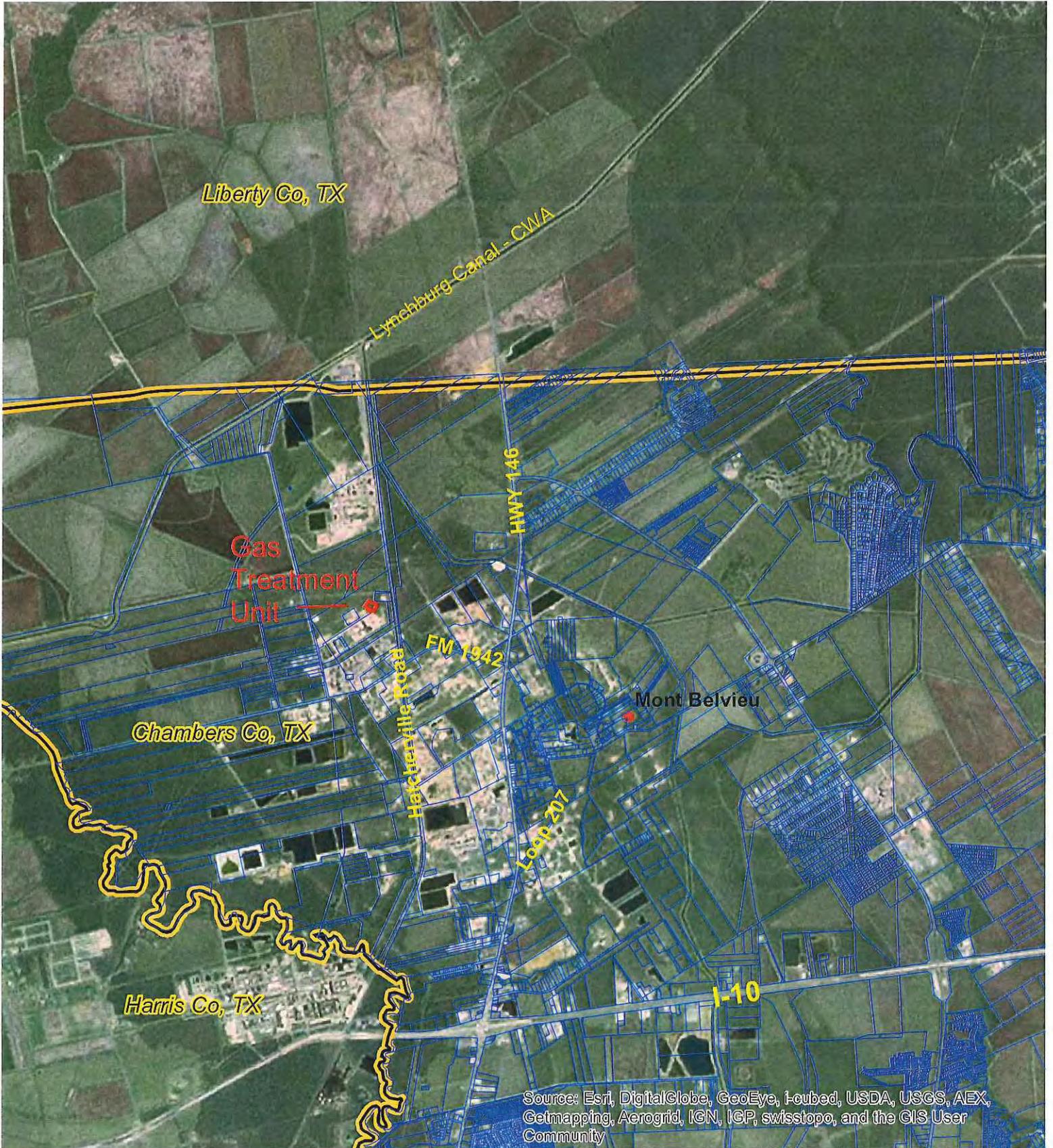
Chambers TX GIS - Microsoft Internet Explorer provided by EPCO, Inc.

<http://chamberstx.mygisonline.com/?pin=30934>

File Edit View Favorites Tools Help

Draw on the Map to select feature





Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**EXISTING APPRAISED VALUE AND ACCOUNT NUMBER
APPLICATION FOR TAX ABATEMENT
BARBERS HILL SCHOOL DISTRICT**

Chambers County Appraisal District

Chief Appraiser - Mitch McCullough



Official Website

Hosted By Pritchard & Abbott, Inc.



General Real Estate Property Details

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Property ID:

Account / Geo Number:

Property Legal Description:

Survey / Sub Division Abstract:

Property Location:

Block:

Owner Information:

Section / Lot:

[View Building Detail Information](#)

[View Land Detail Information](#)

Previous Owner:

Deed Information:

Volume:	<input type="text" value="323"/>
Page:	<input type="text" value="642"/>
File Number:	<input type="text" value="869-B"/>
Deed Date:	<input type="text" value="2/24/1997"/>

[View Previous Owner Information](#)

Property Detail:

Agent:	<input type="text" value="None"/>
Property Exempt:	<input type="text"/>
Category/SPTB Code:	<input type="text" value="F2"/>
Total Acres:	<input type="text" value="19.973"/>
Total Living Sqft:	<input type="text" value="See Detail"/>
Owner Interest:	<input type="text" value="1.000000"/>

The map link above is not affiliated with this website. It is a 3rd party GIS link to provide additional information only.

Click the button above for a printable version of this record with all available details.

Homestead Exemption:	
Homestead Cap Value:	0
Land Ag/Timber Value:	0
Land Market Value:	21,970
Improvement Value:	0
Property Market Value:	21,970

Jur Code	Description	Market Value	Homestead	Total Exemption	Taxable
00	CHAMBERS AD	21,970		0	21,970
01	CHAMBERS COUNTY	21,970		0	21,970
01R	CHAMBERS COUNTY ROAD	21,970		0	21,970
10	CITY OF MT BELVIEU	21,970		0	21,970
31	BARBERS HILL ISD	21,970		0	21,970
31IS	BARBERS HILL ISD I&S	21,970		0	21,970

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**EXISTING APPRAISED VALUE AND ACCOUNT NUMBER
APPLICATION FOR TAX ABATEMENT
BARBERS HILL SCHOOL DISTRICT**

Chambers County Appraisal District
 Chief Appraiser - Mitch McCullough



General Real Estate Property Details

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Property ID: 1874

Account / Geo Number:

00503-00100-00100-070001

Property Legal Description:

503 TR 1-1 T AND N O

SEC 1

Survey / Sub Division Abstract:

Property Location:

Block:

Section / Lot:

Owner Information:

MONT BELVIEU CAVERNS LLC

1100 LOUISIANA

10TH FLOOR

HOUSTON TX 77002

[View Building Detail Information](#)

[View Land Detail Information](#)

Previous Owner:

ENTERPRISE PRODUCTS OPERATING LP

[View Previous Owner Information](#)

Deed Information:

Volume: 1416

Page: 86

File Number: 84462

Deed Date: 5/23/2013

Property Detail:

Agent: None

Property Exempt:

Category/SPTB Code: E

Total Acres: 95.231

Total Living Sqft: See Detail

Owner Interest: 1.000000

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Homestead Exemption:	<input type="text"/>
Homestead Cap Value:	0
Land Ag/Timber Value:	0
Land Market Value:	214,270
Improvement Value:	0
Property Market Value:	214,270

[Homestead Form](#)

Jur Code	Description	Market Value	Homestead	Total Exemption	Taxable
00	CHAMBERS AD	214,270		0	214,270
01	CHAMBERS COUNTY	214,270		0	214,270
01R	CHAMBERS COUNTY ROAD	214,270		0	214,270
31	BARBERS HILL ISD	214,270		0	214,270
31IS	BARBERS HILL ISD I&S	214,270		0	214,270

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Chambers County Appraisal District

Chief Appraiser - Mitch McCullough



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General Real Estate Property Details

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Property ID: 30934

Account / Geo Number:
00503-00100-00100-070010

Property Legal Description:
503 TR 1-1-0 T AND N O

Survey / Sub Division Abstract:

Property Location:

Block:

Section / Lot:

Owner Information:
MONT BELVIEU CAVERNS LLC
1100 LOUISIANA
10TH FLOOR
HOUSTON TX 77002

[View Building Detail Information](#)

[View Land Detail Information](#)

Previous Owner:
ENTERPRISE PRODUCTS OPERATING LP

[View Previous Owner Information](#)

Deed Information:

Volume:	1416
Page:	86
File Number:	84462
Deed Date:	5/23/2013

Property Detail:

Agent:	None
Property Exempt:	
Category/SPTB Code:	E
Total Acres:	20.200
Total Living Sqft:	See Detail
Owner Interest:	1.000000

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Homestead Exemption:	<input type="text"/>
Homestead Cap Value:	0
Land Ag/Timber Value:	0
Land Market Value:	45,450
Improvement Value:	0
Property Market Value:	45,450

[Homestead Form](#)

Jur Code	Description	Market Value	Homestead	Total Exemption	Taxable
00	CHAMBERS AD	45,450		0	45,450
01	CHAMBERS COUNTY	45,450		0	45,450
01R	CHAMBERS COUNTY ROAD	45,450		0	45,450
10	CITY OF MT BELVIEU	45,450		0	45,450
31	BARBERS HILL ISD	45,450		0	45,450
31IS	BARBERS HILL ISD I&S	45,450		0	45,450

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Chambers County Appraisal District

Chief Appraiser - Mitch McCullough



General Real Estate Property Details

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Property ID: 34652

Account / Geo Number:
00503-00100-00100-070400

Property Legal Description:
503 TR 1-1-4 T AND N O

Survey / Sub Division Abstract:

Property Location:

Block:

Section / Lot:

Owner Information:
MONT BELVIEU CAVERNS LLC
1100 LOUISIANA
10TH FLOOR
HOUSTON TX 77002

[View Building Detail Information](#)

[View Land Detail Information](#)

Previous Owner:
ENTERPRISE PRODUCTS OPERATING LP

[View Previous Owner Information](#)

Deed Information:

Volume:	1416
Page:	86
File Number:	84462
Deed Date:	5/23/2013

Property Detail:

Agent:	None
Property Exempt:	
Category/SPTB Code:	E
Total Acres:	10.808
Total Living Sqft:	See Detail
Owner Interest:	1.000000

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Click the button above for a printable version of this record with all available details.

Homestead Exemption:	
Homestead Cap Value:	0
Land Ag/Timber Value:	0
Land Market Value:	11,890
Improvement Value:	0
Property Market Value:	11,890

[Homestead Form](#)

Jur Code	Description	Market Value	Homestead	Total Exemption	Taxable
00	CHAMBERS AD	11,890		0	11,890
01	CHAMBERS COUNTY	11,890		0	11,890
01R	CHAMBERS COUNTY ROAD	11,890		0	11,890
10	CITY OF MT BELVIEU	11,890		0	11,890
31	BARBERS HILL ISD	11,890		0	11,890
31IS	BARBERS HILL ISD I&S	11,890		0	11,890

[New Property Search](#)

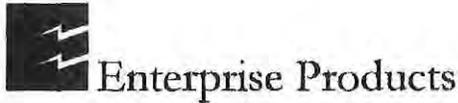
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P.O. Box 4018 Houston, Texas 77210-4018 713.381.6500
 1100 Louisiana Houston, Texas 77002-5227 www.epplp.com

Background information on Job Waiver request

The new manufacturing facility will create 4 new full time employees.

COMPARISON OF STAFFING FOR GAS TREATING/DEGASSING UNIT

Gas Treating /Degassing Unit.	FTE Operators	FTE Maintenance	FTE Admin/Supervision/ Safety, etc.	FTE Total
Hobbs , Texas	1	.25	.25	1.50
South Plant, Mont Belvieu	1	.25	.25	1.50
Port Allen, Louisiana	1	.25	.25	1.50
Average	1	.25	.25	1.50

If you have any questions, please feel free to contact me by telephone at 713-381-8071 or by email at ctate@eprod.com.

Sincerely,

Curt Tate
 Sr. Tax Director

Enclosures

ATTACHMENT 14

Wages Calculations

Calculations of Wages Information---Based on Most Recent Data Available

110% of County Average Weekly Wage for all Jobs

Year	Period	Wages
2013	1st Qtr	1,089
2012	4th Qtr	1,092
2012	3rd Qtr	989
2012	2nd Qtr	981
Average		1,038
		Average Weekly Salary
		110%
		\$ 1,141.53

110% of County Average Weekly Wage for Manufacturing jobs in County

Year	Period	Wages
2013	1st Qtr	1,494
2012	4th Qtr	1,597
2012	3rd Qtr	1,381
2012	2nd Qtr	1,634
Average		1,527
		Average Weekly Salary
		110%
		\$ 1,679.15

**110% of County Average Weekly Wage for Manufacturing jobs in Region
(Houston- Galveston Area Council)**

26.59 per hour
 40 hr per week
\$ 1,063.60 Average weekly Salary
 110%
 \$ 1,169.96
 52 Weeks
\$ 60,837.92 Annual Salary

Quarterly Employment and Wages (QCEW)

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FOR ALL INDUSTRIES JOBS IN CHAMBERS COUNTY

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2013	1st Qtr	Chambers County	Private	00	0	10	Total, All Industries	\$1,089
2012	1st Qtr	Chambers County	Private	00	0	10	Total, All Industries	\$1,016
2012	2nd Qtr	Chambers County	Private	00	0	10	Total, All Industries	\$981
2012	3rd Qtr	Chambers County	Private	00	0	10	Total, All Industries	\$989
2012	4th Qtr	Chambers County	Private	00	0	10	Total, All Industries	\$1,092

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FOR MANUFACTURING JOBS IN CHAMBERS COUNTY

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2012	1st Qtr	Chambers County	Private	31	2	31-33	Manufacturing	\$1,492
2013	1st Qtr	Chambers County	Private	31	2	31-33	Manufacturing	\$1,494
2012	2nd Qtr	Chambers County	Private	31	2	31-33	Manufacturing	\$1,634
2012	3rd Qtr	Chambers County	Private	31	2	31-33	Manufacturing	\$1,381
2012	4th Qtr	Chambers County	Private	31	2	31-33	Manufacturing	\$1,597

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2012 Manufacturing Wages by Council of Government Region

Wages for All Occupations

COG	Hourly	Annual
Texas	\$23.56	\$48,996
<u>1. Panhandle Regional Planning Commission</u>	\$20.12	\$41,850
<u>2. South Plains Association of Governments</u>	\$16.18	\$33,662
<u>3. NORTEX Regional Planning Commission</u>	\$17.83	\$37,076
<u>4. North Central Texas Council of Governments</u>	\$24.68	\$51,333
<u>5. Ark-Tex Council of Governments</u>	\$16.84	\$35,032
<u>6. East Texas Council of Governments</u>	\$19.61	\$40,797
<u>7. West Central Texas Council of Governments</u>	\$18.24	\$37,941
<u>8. Rio Grande Council of Governments</u>	\$16.17	\$33,631
<u>9. Permian Basin Regional Planning Commission</u>	\$21.93	\$45,624
<u>10. Concho Valley Council of Governments</u>	\$16.33	\$33,956
<u>11. Heart of Texas Council of Governments</u>	\$19.07	\$39,670
<u>12. Capital Area Council of Governments</u>	\$26.03	\$54,146
<u>13. Brazos Valley Council of Governments</u>	\$16.55	\$34,424
<u>14. Deep East Texas Council of Governments</u>	\$16.20	\$33,698
<u>15. South East Texas Regional Planning Commission</u>	\$29.38	\$61,118
<u>16. Houston-Galveston Area Council</u>	\$26.59	\$55,317
<u>17. Golden Crescent Regional Planning Commission</u>	\$21.03	\$43,742
<u>18. Alamo Area Council of Governments</u>	\$18.40	\$38,280
<u>19. South Texas Development Council</u>	\$13.54	\$28,170
<u>20. Coastal Bend Council of Governments</u>	\$22.97	\$47,786
<u>21. Lower Rio Grande Valley Development Council</u>	\$16.33	\$33,961
<u>22. Texoma Council of Governments</u>	\$22.57	\$46,949
<u>23. Central Texas Council of Governments</u>	\$17.16	\$35,689
<u>24. Middle Rio Grande Development Council</u>	\$18.93	\$39,380

Wages

Source: Texas Occupational Employment and Wages

Data published: July 2013

Data published annually, next update will be July 31, 2014

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

ATTACHMENT 15
BENEFITS

Enterprise offers to pay at least 80% of medical insurance, dental insurance, life insurance, 401K Savings Plan, Vacation & Holiday pay, Employee Unit Purchase Plan

ATTACHMENT 17-20

Schedule A, B, C and D

Schedule A (Rev. May 2010): Investment

Form 50-296

Applicant Name
Enterprise Products, LP
Barbers Hill ISD

PROPERTY INVESTMENT AMOUNTS										
(Estimated investment in each year. Do not put cumulative totals.)										
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Personal Property Investment (original cost) placed in service during this year	Column B: Building or permanent nonremovable component of building (annual amount only)	Column C: Sum of A and B Qualifying investment (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value	Column E: Total Investment (A+B+D)		
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment)	2013-2014	2013							
	Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property)	2013/2014	2013						\$	
	Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)	2014/2015	2014	110,000,000		110,000,000	0		110,000,000	
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	1	2015	\$	0	\$	0	0	\$	0
		2	2016		0		0	0		0
		3	2017		0		0	0		0
		4	2018		0		0	0		0
		5	2019		0		0	0		0
		6	2020		0		0	0		0
		7	2021		0		0	0		0
		8	2022		0		0	0		0
		9	2023		0		0	0		0
		10	2024		0		0	0		0
		11	2025		0		0	0		0
		12	2026		0		0	0		0
		13	2027		0		0	0		0
		14	2028		0		0	0		0
		15	2029		0		0	0		0
Credit Settle-Up Period	Continue to Maintain Viable Presence									
	Post-Settle-Up Period									
Qualifying Time Period										

Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(1)(A)-(D). For the purposes of investment, please list amount invested each year, not cumulative totals.

Column B: Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period. The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E).

Column D: Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value-for planning, construction and operation of the facility. The most significant example for many projects would be land. Other examples may be items such as professional services, etc. Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter these amounts for future years.

12/17/13

Justin Jato

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE

Schedule B (Rev. May 2010): Estimated Market And Taxable Value
Enterprise Products, LP

Form 50-296

Applicant Name
ISD Name

Barbers Hill ISD

Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Reductions from Market Value	Estimated Taxable Value	
			Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new building or "in or on the new improvement"		Final taxable value for I&S - after all reductions	Final taxable value for M&O - after all reductions
pre- year 1	2014-2015	2014	0	0	0	0	-	-
Complete tax years of qualifying time period	1	2015-2016	0	0	97,400,000	0	97,400,000	97,400,000
	2	2016-2017	0	0	95,452,000	0	95,452,000	95,452,000
	3	2017-2018	0	0	93,542,960	0	93,542,960	30,000,000
Value Limitation Period	4	2018-2019	0	0	91,672,101	0	91,672,101	30,000,000
	5	2019-2020	0	0	89,838,659	0	89,838,659	30,000,000
	6	2020-2021	0	0	88,041,886	0	88,041,886	30,000,000
	7	2021-2022	0	0	86,281,048	0	86,281,048	30,000,000
	8	2022-2023	0	0	84,555,427	0	84,555,427	30,000,000
	9	2023-2024	0	0	82,864,318	0	82,864,318	30,000,000
	10	2024-2025	0	0	81,207,032	0	81,207,032	30,000,000
Credit Settle-Up Period	11	2025-2026	0	0	79,582,891	0	79,582,891	79,582,891
	12	2026-2027	0	0	77,991,234	0	77,991,234	77,991,234
	13	2027-2028	0	0	76,431,409	0	76,431,409	76,431,409
Post-Settle-Up Period	14	2028-2029	0	0	74,902,781	0	74,902,781	74,902,781
	15	2029-2030	0	0	73,404,725	0	73,404,725	73,404,725

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

Curt Jato

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE

12/17/13

Schedule C- Application: Employment Information

Applicant Name
Enterprise Products, LP
ISD Name
Barbers Hill ISD

Form 50-296

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs		Qualifying Jobs	
				Column A: Number of Construction FTE's or man-hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
	pre-year 1	2014-2015	2014		\$ -	0	\$ -	0	\$ -
Complete tax years of qualifying time period	1	2015-2016	2015	100 FTE	\$ 52,000	4	\$ 62,000	4	\$ 62,000
	2	2016-2017	2016			4	\$ 62,000	4	\$ 62,000
	3	2017-2018	2017			4	\$ 62,000	4	\$ 62,000
	4	2018-2019	2018			4	\$ 62,000	4	\$ 62,000
	5	2019-2020	2019			4	\$ 62,000	4	\$ 62,000
Value Limitation Period	6	2020-2021	2020			4	\$ 62,000	4	\$ 62,000
	7	2021-2022	2021			4	\$ 62,000	4	\$ 62,000
	8	2022-2023	2022			4	\$ 62,000	4	\$ 62,000
	9	2023-2024	2023			4	\$ 62,000	4	\$ 62,000
	10	2024-2025	2024			4	\$ 62,000	4	\$ 62,000
Continue to Maintain Viable Presence	11	2025-2026	2025			4	\$ 62,000	4	\$ 62,000
	12	2026-2027	2026			4	\$ 62,000	4	\$ 62,000
	13	2027-2028	2027			4	\$ 62,000	4	\$ 62,000
Post- Settle-Up Period	14	2028-2029	2028			4	\$ 62,000	4	\$ 62,000
Post- Settle-Up Period	15	2029-2030	2029			4	\$ 62,000	4	\$ 62,000

Notes: For job definitions see TAC §9.1051(14) and Tax Code §313.021(3).

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal distinct data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

Out Date

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE

12/17/13

Schedule D: (Rev. May 2010): Other Tax Information

Form 50-296

Applicant Name: Enterprise Products, LP

ISD Name: Barbers Hill ISD

Other Property Tax Abatements Sought

	Sales Tax Information				Franchise Tax				Other Property Tax Abatements Sought			
	Year	School Year (YYYY-YYYY)	Tax/Calendar Year YYYY	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Franchise tax due from (or attributable to) the applicant	County	City	Hospital	Other		
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)		2014-2015	2014	\$ 11,000,000	99,000,000	0%	0%	0	0	0		
Tax Credit Period (with 50% cap on credit)	1	2015-2016	2015	\$ 600,000	\$ 900,000	\$ 15,196,069	100%	100%				
	2	2016-2017	2016	\$ 600,000	\$ 900,000	\$ 15,196,069	100%	100%				
	3	2017-2018	2017	\$ 600,000	\$ 900,000	\$ 15,196,069	100%	100%				
	4	2018-2019	2018	\$ 600,000	\$ 900,000	\$ 15,196,069	100%	100%				
	5	2019-2020	2019	\$ 600,000	\$ 900,000	\$ 15,196,069	75%	75%				
	6	2020-2021	2020	\$ 600,000	\$ 900,000	\$ 15,196,069	60%	60%				
	7	2021-2022	2021	\$ 600,000	\$ 900,000	\$ 15,196,069	50%	50%				
	8	2022-2023	2022	\$ 600,000	\$ 900,000	\$ 15,196,069	50%					
	9	2023-2024	2023	\$ 600,000	\$ 900,000	\$ 15,196,069	50%					
	10	2024-2025	2024	\$ 600,000	\$ 900,000	\$ 15,196,069	50%					
	11	2025-2026	2025	\$ 600,000	\$ 900,000	\$ 15,196,069						
	12	2026-2027	2026	\$ 600,000	\$ 900,000	\$ 15,196,069						
	13	2027-2028	2027	\$ 600,000	\$ 900,000	\$ 15,196,069						
	14	2028-2029	2028	\$ 600,000	\$ 900,000	\$ 15,196,069						
	15	2029-2030	2029	\$ 600,000	\$ 900,000	\$ 15,196,069						

*For planning, construction and operation of the facility.

Signature

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

12/17/13

DATE

Attachment B

Certificate of Account Status



Franchise Tax Account Status

As of: 10/20/2014 01:09:24 PM

This Page is Not Sufficient for Filings with the Secretary of State

ENTERPRISE PRODUCTS OPERATING LLC	
Texas Taxpayer Number	12604305396
Mailing Address	PO BOX 4018 HOUSTON, TX 77210-4018
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	06/30/2007
Texas SOS File Number	0800838920
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201

Attachment C

State Comptroller's Recommendation

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



February 24, 2014

Greg Poole
Superintendent
Barbers Hill Independent School District
P.O. Box 1108
Mont Belvieu, Texas 77580-1108

Dear Superintendent Poole:

On September 20, 2013, the Comptroller received the completed application (Application # 349) for a limitation on appraised value under the provisions of Tax Code Chapter 313¹. This application was originally submitted in August 2013 to the Barbers Hill Independent School District (the school district) by Enterprise Products Operating, LLC (the applicant). This letter presents the results of the Comptroller's review of the application:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to make a recommendation to the governing body of the school district as to whether the application should be approved or disapproved using the criteria set out by Section 313.026.

The school district is currently classified as a rural school district in Category 1 according to the provisions of Chapter 313. Therefore, the applicant properly applied under the provisions of Subchapter C, applicable to rural school districts. The amount of proposed qualified investment (\$110 million) is consistent with the proposed appraised value limitation sought (\$30 million). The property value limitation amount noted in this recommendation is based on property values available at the time of application and may change prior to the execution of any final agreement.

The applicant is an active franchise taxpayer in good standing, as required by Section 313.024(a), and is proposing the construction of a manufacturing facility in Chambers County, an eligible property use under Section 313.024(b). The Comptroller has determined that the property, as described by the application, meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

After reviewing the application using the criteria listed in Section 313.026, and the information provided by the applicant, the Comptroller's recommendation is that this application under Tax Code Chapter 313 be approved.

Our review of the application assumes the truth and accuracy of the statements in the application and that, if the application is approved, the applicant would perform according to the provisions of the agreement reached with the school district. Our recommendation does not address whether the applicant has complied with all Chapter 313 requirements; the school district is responsible for verifying that all requirements of the statute have been fulfilled. Additionally, Section 313.025 requires the school district to only approve an application if the school district finds that the information in the application is true and

¹ All statutory references are to the Texas Tax Code, unless otherwise noted.

correct, finds that the applicant is eligible for a limitation and determines that granting the application is in the best interest of the school district and this state. When approving a job waiver requested under Section 313.025(f-1), the school district must also find that the statutory jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility. As stated above, the Comptroller's recommendation is prepared by generally reviewing the application and supporting documentation in light of the Section 313.026 criteria and a cursory review of the industry standard evidence necessary to support the waiver of the required number of jobs.

Note that any new building or other improvement existing as of the application review start date of September 20, 2013, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2).

The Comptroller's recommendation is based on the application submitted by the school district and reviewed by the Comptroller. The recommendation may not be used by the school district to support its approval of the property value limitation agreement if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this recommendation is contingent on future compliance with the Chapter 313 and the Texas Administrative Code, with particular reference to the following requirements related to the execution of the agreement:

- 1) The applicant must provide the Comptroller a copy of the proposed limitation on appraised value agreement no later than ten (10) days prior to the meeting scheduled by the school district to consider approving the agreement, so that the Comptroller may review it for compliance with the statutes and the Comptroller's rules as well as consistency with the application;
- 2) The Comptroller must confirm that it received and reviewed the draft agreement and affirm the recommendation made in this letter;
- 3) The school district must approve and execute a limitation agreement that has been reviewed by the Comptroller within a year from the date of this letter; and
- 4) The school district must provide a copy of the signed limitation agreement to the Comptroller within seven (7) days after execution, as required by Section 313.025.

Should you have any questions, please contact Robert Wood, director of Economic Development & Analysis Division, by email at robert.wood@cpa.state.tx.us or by phone at 1-800-531-5441, ext. 3-3973, or direct in Austin at 512-463-3973.

Sincerely,



Martin A. Hubert
Deputy Comptroller

Enclosure

cc: Robert Wood

Attachment D

Economic Analysis

Economic Impact for Chapter 313 Project

Applicant	Enterprise Products Operating, LLC Products Operating, LLC
Tax Code, 313.024 Eligibility Category	Manufacturing
School District	Barbers Hills
2011-2012 Enrollment in School District	4,398
County	Chambers
Total Investment in District	\$110,000,000
Qualified Investment	\$110,000,000
Limitation Amount	\$30,000,000
Number of total jobs committed to by applicant	4*
Number of qualifying jobs committed to by applicant	4
Average Weekly Wage of Qualifying Jobs committed to by applicant	\$1,192
Minimum Weekly Wage Required Tax Code, 313.051(b)	\$1,170
Minimum Annual Wage committed to by applicant for qualified jobs	\$62,000
Investment per Qualifying Job	\$27,500,000
Estimated 15 year M&O levy without any limit or credit:	\$13,495,586
Estimated gross 15 year M&O tax benefit	\$6,263,068
Estimated 15 year M&O tax benefit (after deductions for estimated school district revenue protection--but not including any deduction for supplemental payments or extraordinary educational expenses):	\$5,569,370
Tax Credits (estimated - part of total tax benefit in the two lines above - appropriated through Foundation School Program)	\$1,408,231
Net M&O Tax (15 years) After Limitation, Credits and Revenue Protection:	\$7,926,216
Tax benefit as a percentage of what applicant would have paid without value limitation agreement (percentage exempted)	41.3%
Percentage of tax benefit due to the limitation	77.5%
Percentage of tax benefit due to the credit.	22.5%
* Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).	

This presents the Comptroller's economic impact evaluation of Enterprise Products Operating, LLC (the project) applying to Barbers Hill Independent School District (the district), as required by Tax Code, 313.026. This evaluation is based on information provided by the applicant and examines the following criteria:

- (1) the recommendations of the comptroller;
- (2) the name of the school district;
- (3) the name of the applicant;
- (4) the general nature of the applicant's investment;
- (5) the relationship between the applicant's industry and the types of qualifying jobs to be created by the applicant to the long-term economic growth plans of this state as described in the strategic plan for economic development submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Government Code, as that section existed before February 1, 1999;
- (6) the relative level of the applicant's investment per qualifying job to be created by the applicant;
- (7) the number of qualifying jobs to be created by the applicant;
- (8) the wages, salaries, and benefits to be offered by the applicant to qualifying job holders;
- (9) the ability of the applicant to locate or relocate in another state or another region of this state;
- (10) the impact the project will have on this state and individual local units of government, including:
 - (A) tax and other revenue gains, direct or indirect, that would be realized during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller; and
 - (B) economic effects of the project, including the impact on jobs and income, during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller;
- (11) the economic condition of the region of the state at the time the person's application is being considered;
- (12) the number of new facilities built or expanded in the region during the two years preceding the date of the application that were eligible to apply for a limitation on appraised value under this subchapter;
- (13) the effect of the applicant's proposal, if approved, on the number or size of the school district's instructional facilities, as defined by Section 46.001, Education Code;
- (14) the projected market value of the qualified property of the applicant as determined by the comptroller;
- (15) the proposed limitation on appraised value for the qualified property of the applicant;
- (16) the projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the agreement, if the property does not receive a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment and projected tax rates clearly stated;
- (17) the projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the agreement, if the property receives a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment clearly stated;
- (18) the projected effect on the Foundation School Program of payments to the district for each year of the agreement;
- (19) the projected future tax credits if the applicant also applies for school tax credits under Section 313.103; and
- (20) the total amount of taxes projected to be lost or gained by the district over the life of the agreement computed by subtracting the projected taxes stated in Subdivision (17) from the projected taxes stated in Subdivision (16).

Wages, salaries and benefits [313.026(6-8)]

After construction, the project will create four new jobs when fully operational. All four jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the Houston-Galveston Area Council of Governments Region, where Chambers County is located was \$55,317 in 2012. The annual average manufacturing wage for 2012-2013 for Chambers County is \$79,404. That same year, the county annual average wage for all industries was \$53,976. In addition to an annual average salary of \$62,000 each qualifying position will receive benefits such as medical insurance, dental insurance, life insurance, 401K savings plan, vacation and holiday pay. The project's total investment is \$110 million, resulting in a relative level of investment per qualifying job of \$27.5 million.

Ability of applicant to locate to another state and [313.026(9)]

According to Enterprise Products Operating, LLC's application, "Enterprise Products Operating, LLC is a leading midstream energy company with a large pipeline footprint in the United States. These pipelines provide substantial flexibility in plant location. Enterprise Products Operating, LLC has Gas Manufacturing locations in TX, LA, NM and OK."

Number of new facilities in region [313.026(12)]

During the past two years, 40 projects in the Houston-Galveston Area Council of Governments Region applied for value limitation agreements under Tax Code, Chapter 313.

Relationship of applicant's industry and jobs and Texas's economic growth plans [313.026(5)]

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Enterprise Products Operating, LLC project requires appear to be in line with the focus and themes of the plan. Texas identified manufacturing as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the manufacturing industry.

Economic Impact [313.026(10)(A), (10)(B), (11), (13-20)]

Table 1 depicts Enterprise Products Operating, LLC's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 15 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMEDI). The impact includes the construction period and the operating period of the project.

Table 1: Estimated Statewide Economic Impact of Investment and Employment in Enterprise Products Operating, LLC

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2015	104	113	217	\$5,448,000	\$7,552,000	\$13,000,000
2016	4	18	22	\$248,000	\$1,752,000	\$2,000,000
2017	4	14	18	\$248,000	\$1,752,000	\$2,000,000
2018	4	12	16	\$248,000	\$1,752,000	\$2,000,000
2019	4	16	20	\$248,000	\$1,752,000	\$2,000,000
2020	4	16	20	\$248,000	\$1,752,000	\$2,000,000
2021	4	19	23	\$248,000	\$1,752,000	\$2,000,000
2022	4	17	21	\$248,000	\$1,752,000	\$2,000,000
2023	4	16	20	\$248,000	\$1,752,000	\$2,000,000
2024	4	17	21	\$248,000	\$1,752,000	\$2,000,000
2025	4	19	23	\$248,000	\$1,752,000	\$2,000,000
2026	4	16	20	\$248,000	\$1,752,000	\$2,000,000
2027	4	14	18	\$248,000	\$1,752,000	\$2,000,000
2028	4	14	18	\$248,000	\$1,752,000	\$2,000,000
2029	4	10	14	\$248,000	\$1,752,000	\$2,000,000

Source: CPA, REMI, Enterprise Products Operating, LLC

The statewide average ad valorem tax base for school districts in Texas was \$1.65 billion in 2012-2013. Barbers Hill ISD's ad valorem tax base in 2011 was \$3.3 billion. The statewide average wealth per WADA was estimated at \$343,155 for fiscal 2012-2013. During that same year, Barbers Hill ISD's estimated wealth per WADA was \$671,764. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Chambers County, and Mont Belvieu with all property tax incentives sought being granted using estimated market value from Enterprise Products Operating, LLC's application. Enterprise Products Operating, LLC has applied for both a value limitation under Chapter 313, Tax Code and a tax abatement with the county and city. Table 3 illustrates the estimated tax impact of the Enterprise Products Operating, LLC project on the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Barbers Hill ISD I&S Levy	Barbers Hill ISD M&O Levy	Barbers Hill ISD M&O and I&S Tax Levies (Before Credit Credited)	Barbers Hill ISD M&O and I&S Tax Levies (After Credit Credited)	Chambers County Tax Levy	City of Mont Belvieu Tax Levy	Estimated Total Property Taxes
			0.269800	0.269800	1.060000			0.455040	0.436710	
2015	\$97,400,000	\$97,400,000		\$262,785	\$1,032,440	\$1,295,225	\$1,295,225	\$0	\$0	\$1,295,225
2016	\$95,452,000	\$95,452,000		\$257,529	\$1,011,791	\$1,269,321	\$1,269,321	\$0	\$0	\$1,269,321
2017	\$93,542,960	\$30,000,000		\$252,379	\$318,000	\$570,379	\$570,379	\$0	\$0	\$570,379
2018	\$91,672,101	\$30,000,000		\$247,331	\$318,000	\$565,331	\$364,155	\$0	\$0	\$364,155
2019	\$89,838,659	\$30,000,000		\$242,385	\$318,000	\$560,385	\$359,209	\$102,200	\$98,084	\$559,493
2020	\$88,041,886	\$30,000,000		\$237,537	\$318,000	\$555,537	\$354,361	\$160,250	\$153,795	\$668,406
2021	\$86,281,048	\$30,000,000		\$232,786	\$318,000	\$550,786	\$349,610	\$196,307	\$188,399	\$734,316
2022	\$84,555,427	\$30,000,000		\$228,131	\$318,000	\$546,131	\$344,955	\$384,761	\$369,262	\$1,098,978
2023	\$82,864,318	\$30,000,000		\$223,568	\$318,000	\$541,568	\$340,392	\$377,066	\$361,877	\$1,079,334
2024	\$81,207,032	\$30,000,000		\$219,097	\$318,000	\$537,097	\$335,921	\$369,524	\$354,639	\$1,060,084
2025	\$79,582,891	\$79,582,891		\$214,715	\$843,579	\$1,058,293	\$1,058,293	\$362,134	\$347,546	\$1,767,974
2026	\$77,991,234	\$77,991,234		\$210,420	\$826,707	\$1,037,127	\$1,037,127	\$354,891	\$340,596	\$1,732,614
2027	\$76,431,409	\$76,431,409		\$206,212	\$810,173	\$1,016,385	\$1,016,385	\$347,793	\$333,784	\$1,697,962
2028	\$74,902,781	\$74,902,781		\$202,088	\$793,969	\$996,057	\$996,057	\$340,838	\$327,108	\$1,664,003
2029	\$73,404,725	\$73,404,725		\$198,046	\$778,090	\$976,136	\$976,136	\$334,021	\$320,566	\$1,630,723
						Total	\$10,667,526	\$3,329,786	\$3,195,655	\$17,192,967

Assumes School Value Limitation and Tax Abatements from Chambers County and City of Mont Belvieu.

Source: CPA, Enterprise Products Operating, LLC

¹Tax Rate per \$100 Valuation

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Barbers Hill ISD I&S Levy	Barbers Hill ISD M&O Levy	Barbers Hill ISD M&O and I&S Tax Levies	Chambers County Tax Levy	City of Mont Belvieu Tax Levy	Estimated Total Property Taxes	
			0.269800	0.269800	1.060000		0.455040	0.436710		
2015	\$97,400,000	\$97,400,000		\$262,785	\$1,032,440	\$1,295,225	\$443,209	\$425,356	\$2,163,790	
2016	\$95,452,000	\$95,452,000		\$257,529	\$1,011,791	\$1,269,321	\$434,345	\$416,848	\$2,120,514	
2017	\$93,542,960	\$93,542,960		\$252,379	\$991,555	\$1,243,934	\$425,658	\$408,511	\$2,078,104	
2018	\$91,672,101	\$91,672,101		\$247,331	\$971,724	\$1,219,056	\$417,145	\$400,341	\$2,036,542	
2019	\$89,838,659	\$89,838,659		\$242,385	\$952,290	\$1,194,674	\$408,802	\$392,334	\$1,995,811	
2020	\$88,041,886	\$88,041,886		\$237,537	\$933,244	\$1,170,781	\$400,626	\$384,488	\$1,955,895	
2021	\$86,281,048	\$86,281,048		\$232,786	\$914,579	\$1,147,365	\$392,613	\$376,798	\$1,916,777	
2022	\$84,555,427	\$84,555,427		\$228,131	\$896,288	\$1,124,418	\$384,761	\$369,262	\$1,878,441	
2023	\$82,864,318	\$82,864,318		\$223,568	\$878,362	\$1,101,930	\$377,066	\$361,877	\$1,840,872	
2024	\$81,207,032	\$81,207,032		\$219,097	\$860,795	\$1,079,891	\$369,524	\$354,639	\$1,804,055	
2025	\$79,582,891	\$79,582,891		\$214,715	\$843,579	\$1,058,293	\$362,134	\$347,546	\$1,767,974	
2026	\$77,991,234	\$77,991,234		\$210,420	\$826,707	\$1,037,127	\$354,891	\$340,596	\$1,732,614	
2027	\$76,431,409	\$76,431,409		\$206,212	\$810,173	\$1,016,385	\$347,793	\$333,784	\$1,697,962	
2028	\$74,902,781	\$74,902,781		\$202,088	\$793,969	\$996,057	\$340,838	\$327,108	\$1,664,003	
2029	\$73,404,725	\$73,404,725		\$198,046	\$778,090	\$976,137	\$334,021	\$320,566	\$1,630,724	
						Total	\$16,930,595	\$5,793,426	\$5,560,054	\$28,284,075

Source: CPA, Enterprise Products Operating, LLC

¹Tax Rate per \$100 Valuation

Attachment 1 includes schedules A, B, C, and D provided by the applicant in the application. Schedule A shows proposed investment. Schedule B is the projected market value of the qualified property. Schedule C contains employment information, and Schedule D contains tax expenditures and other tax abatement information.

Attachment 2, provided by the district and reviewed by the Texas Education Agency, contains information relating to the financial impact of the proposed project on the finances of the district as well as the tax benefit of the value limitation. "Table 5" in this attachment shows the estimated 15 year M&O tax levy without the value limitation agreement would be \$13,495,586. The estimated gross 15 year M&O tax benefit, or levy loss, is \$6,263,068.

Attachment 3 is an economic overview of Chambers County.

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.



1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • www.tea.state.tx.us

Michael Williams
Commissioner

February 14, 2014

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed Enterprise Products Operating LLC project on the number and size of school facilities in Barbers Hill Independent School District (BHISD). Based on the analysis prepared by Moak, Casey and Associates for the school district and a conversation with the BHISD business manager, Calyn Wesson, the TEA has found that the operations of Enterprise Products Operating LLC project would not have a significant impact on the number or size of school facilities in BHISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information about this issue.

Sincerely,

A handwritten signature in blue ink, appearing to read "Al McKenzie".

Al McKenzie, Manager
Foundation School Program Support

AM/rk



TEXAS EDUCATION AGENCY

1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • www.tea.state.tx.us

Michael Williams
Commissioner

February 14, 2014

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

The Texas Education Agency (TEA) has analyzed the revenue gains that would be realized by the proposed Enterprise Products Operating LLC project for the Barbers Hill Independent School District (BHISD). Projections prepared by the TEA State Funding Division confirm the analysis that was prepared by Moak, Casey and Associates and provided to us by your division. We believe their assumptions regarding the potential revenue gain are valid, and their estimates of the impact of the Enterprise Products Operating LLC project on BHISD are correct.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information about this issue.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Al McKenzie', with a long horizontal flourish extending to the right.

Al McKenzie, Manager
Foundation School Program Support

AM/rk

Chambers County

Population

- Total county population in 2010 for Chambers County: 32,332 , up 2.5 percent from 2009. State population increased 1.8 percent in the same time period.
- Chambers County was the state's 91th largest county in population in 2010 and the 25 th fastest growing county from 2009 to 2010.
- Chambers County's population in 2009 was 68.9 percent Anglo (above the state average of 46.7 percent), 10.5 percent African-American (below the state average of 11.3 percent) and 18.4 percent Hispanic (below the state average of 36.9 percent).
- 2009 population of the largest cities and places in Chambers County:

Mont Belvieu:	2,913	Anahuac:	2,081
Beach City:	2,058	Old River-Winfree:	1,812
Cove:	307		

Economy and Income

Employment

- September 2011 total employment in Chambers County: 14,359 , up 1.8 percent from September 2010. State total employment increased 0.9 percent during the same period.
(October 2011 employment data will be available November 18, 2011).
- September 2011 Chambers County unemployment rate: 10.5 percent, up from 9.4 percent in September 2010. The statewide unemployment rate for September 2011 was 8.5 percent, up from 8.2 percent in September 2010.
- September 2011 unemployment rate in the city of:

(Note: County and state unemployment rates are adjusted for seasonal fluctuations, but the Texas Workforce Commission city unemployment rates are not. Seasonally-adjusted unemployment rates are not comparable with unadjusted rates).

Income

- Chambers County's ranking in per capita personal income in 2009: 13th with an average per capita income of \$45,257, down 1.5 percent from 2008. Statewide average per capita personal income was \$38,609 in 2009, down 3.1 percent from 2008.

Industry

- Agricultural cash values in Chambers County averaged \$22.26 million annually from 2007 to 2010. County total agricultural values in 2010 were up 44.2 percent from 2009. Major agriculture related commodities in Chambers County during 2010 included:
 - Aquaculture
 - Rice
 - Hunting
 - Hay
 - Other Beef
- 2011 oil and gas production in Chambers County: 758,413.0 barrels of oil and 3.6 million Mcf of gas. In September 2011, there were 182 producing oil wells and 62 producing gas wells.

Taxes

Sales Tax - Taxable Sales

(County and city taxable sales data for 1st quarter 2011 is currently targeted for release in mid-September 2011).

Quarterly (September 2010 through December 2010)

- Taxable sales in Chambers County during the fourth quarter 2010: \$53.17 million, up 18.5 percent from the same quarter in 2009.
- Taxable sales during the fourth quarter 2010 in the city of:

Mont Belvieu:	\$21.65 million, up 88.2 percent from the same quarter in 2009.
Anahuac:	\$2.21 million, up 1.5 percent from the same quarter in 2009.
Old River-Winfree:	\$0.00
Cove:	\$1.05 million, up 24.0 percent from the same quarter in 2009.

Taxable Sales through the end of 4th quarter 2010 (January 2010 through December 30, 2010)

- Taxable sales in Chambers County through the fourth quarter of 2010: \$192.70 million, down 1.9 percent from the same period in 2009.
- Taxable sales through the fourth quarter of 2010 in the city of:

Mont Belvieu:	\$64.92 million, up 14.8 percent from the same period in 2009.
Anahuac:	\$8.73 million, down 5.0 percent from the same period in 2009.
Old River-Winfree:	\$0.00
Cove:	\$3.77 million, up 5.7 percent from the same period in 2009.

Annual (2010)

- Taxable sales in Chambers County during 2010: \$192.70 million, down 1.9 percent from 2009.
- Chambers County sent an estimated \$12.04 million (or 0.07 percent of Texas' taxable sales) in state sales taxes to the state treasury in 2010.

■ Taxable sales during 2010 in the city of:

Mont Belvieu:	\$64.92 million, up 14.8 percent from 2009.
Anahuac:	\$8.73 million, down 5.0 percent from 2009.
Old River-Winfree:	\$0.00
Cove:	\$3.77 million, up 5.7 percent from 2009.

Sales Tax – Local Sales Tax Allocations

(The release date for sales tax allocations to cities for the sales activity month of September 2011 is currently scheduled for November 9, 2011.)

Monthly

- Statewide payments based on the sales activity month of August 2011: \$505.22 million, up 13.9 percent from August 2010.
- Payments to all cities in Chambers County based on the sales activity month of August 2011: \$251,094.84, down 9.6 percent from August 2010.
- Payment based on the sales activity month of August 2011 to the city of:

Mont Belvieu:	\$237,085.85, down 10.2 percent from August 2010.
Anahuac:	\$5,641.51, down 26.2 percent from August 2010.
Old River-Winfree*:	\$4,805.15, up 184.3 percent from August 2010.
Cove:	\$3,562.33, down 17.8 percent from August 2010.

Fiscal Year

- Statewide payments based on sales activity months from September 2010 through August 2011: \$6.08 billion, up 8.0 percent from the same period in 2010.
- Payments to all cities in Chambers County based on sales activity months from September 2010 through August 2011: \$3.65 million, up 68.9 percent from fiscal 2010.
- Payments based on sales activity months from September 2010 through August 2011 to the city of:

Mont Belvieu:	\$3.47 million, up 73.2 percent from fiscal 2010.
Anahuac:	\$87,555.03, down 15.7 percent from fiscal 2010.
Old River-Winfree*:	\$49,878.98, up 149.7 percent from fiscal 2010.
Cove:	\$46,617.53, up 27.9 percent from fiscal 2010.

January 2011 through August 2011 (Sales Activity Year-To-Date)

- Statewide payments based on sales activity months through August 2011: \$3.99 billion, up 8.3 percent from the same period in 2010.
- Payments to all cities in Chambers County based on sales activity months through August 2011: \$2.81 million, up 89.1 percent from the same period in 2010.
- Payments based on sales activity months through August 2011 to the city of:

Mont Belvieu:	\$2.69 million, up 93.5 percent from the same period in 2010.
Anahuac:	\$53,193.97, down 8.5 percent from the same period in 2010.
Old River-Winfree*:	\$37,220.66, up 185.7 percent from the same period in 2010.
Cove:	\$28,490.84, up 19.7 percent from the same period in 2010.

12 months ending in August 2011

- Statewide payments based on sales activity in the 12 months ending in August 2011: \$6.08 billion, up 8.0 percent from the previous 12-month period.
- Payments to all cities in Chambers County based on sales activity in the 12 months ending in August 2011: \$3.65 million, up 68.9 percent from the previous 12-month period.
- Payments based on sales activity in the 12 months ending in August 2011 to the city of:

Mont Belvieu:	\$3.47 million, up 73.2 percent from the previous 12-month period.
Anahuac:	\$87,555.03, down 15.7 percent from the previous 12-month period.
Old River-Winfree*:	\$49,878.98, up 149.7 percent from the previous 12-month period.
Cove:	\$46,617.53, up 27.9 percent from the previous 12-month period.

■ *City Calendar Year-To-Date (RJ 2011)*

- Payment to the cities from January 2011 through October 2011:

Mont Belvieu:	\$3.08 million, up 82.7 percent from the same period in 2010.
Anahuac:	\$67,392.60, down 15.2 percent from the same period in 2010.
Old River-Winfree*:	\$44,170.61, up 170.2 percent from the same period in 2010.
Cove:	\$34,087.81, up 16.4 percent from the same period in 2010.

Annual (2010)

- Statewide payments based on sales activity months in 2010: \$5.77 billion, up 3.3 percent from 2009.
- Payments to all cities in Chambers County based on sales activity months in 2010: \$2.33 million, up 8.0 percent from 2009.
- Payment based on sales activity months in 2010 to the city of:

Mont Belvieu:	\$2.17 million, up 11.7 percent from 2009.
Anahuac:	\$92,526.01, down 38.1 percent from 2009.
Old River-Winfree*:	\$25,685.64, up 20.4 percent from 2009.
Cove:	\$41,933.79, down 3.1 percent from 2009.

*On 10/1/2010, the city of Old River-Winfree's local sales tax rate increased by 0.00 from 1.500 percent to 1.500 percent.

Property Tax

- As of January 2009, property values in Chambers County: \$6.94 billion, down 6.3 percent from January 2008 values. The property tax base per person in Chambers County is \$220,680, above the statewide average of \$85,809. About 2.0 percent of the property tax base is derived from oil, gas and minerals.

State Expenditures

- Chambers County's ranking in state expenditures by county in fiscal year 2010: 87th. State expenditures in the county for FY2010: \$129.70 million, up 0.2 percent from FY2009.
- In Chambers County, 8 state agencies provide a total of 47 jobs and \$470,459.00 in annualized wages (as of 1st quarter 2011).
- Major state agencies in the county (as of first quarter 2011):
 - Department of Public Safety
 - Parks & Wildlife Department
 - Health & Human Services Commission
 - Department of Transportation
 - AgriLife Extension Service

Higher Education

- Community colleges in Chambers County fall 2010 enrollment:
 - None.
- Chambers County is in the service area of the following:
 - Galveston College with a fall 2010 enrollment of 2,318 . Counties in the service area include:
Chambers County
Galveston County
Jefferson County
 - Lee College with a fall 2010 enrollment of 6,719 . Counties in the service area include:
Chambers County
Hardin County
Harris County
Liberty County
 - San Jacinto Community College with a fall 2010 enrollment of 32,105 . Counties in the service area include:
Chambers County
Harris County
- Institutions of higher education in Chambers County fall 2010 enrollment:
 - None.

School Districts

- Chambers County had 3 school districts with 17 schools and 6,678 students in the 2009-10 school year.
(Statewide, the average teacher salary in school year 2009-10 was \$48,263. The percentage of students, statewide, meeting the 2010 TAKS passing standard for all 2009-10 TAKS tests was 77 percent.)
 - Anahuac ISD had 1,286 students in the 2009-10 school year. The average teacher salary was \$44,844. The percentage of students meeting the 2010 TAKS passing standard for all tests was 82 percent.
 - Barbers Hill ISD had 4,096 students in the 2009-10 school year. The average teacher salary was \$55,305. The percentage of students meeting the 2010 TAKS passing standard for all tests was 90 percent.
 - East Chambers ISD had 1,296 students in the 2009-10 school year. The average teacher salary was \$45,678. The percentage of students meeting the 2010 TAKS passing standard for all tests was 80 percent.

Attachment E

Summary of Financial Impact

**SUMMARY OF FINANCIAL IMPACT OF THE PROPOSED
ENTERPRISE PRODUCTS OPERATING, LLC PROJECT (#349)
ON THE FINANCES OF THE BARBERS HILL INDEPENDENT
SCHOOL DISTRICT INDEPENDENT SCHOOL DISTRICT UNDER A
REQUESTED CHAPTER 313 PROPERTY VALUE LIMITATION**

December 17, 2013

Final Report - Revised

PREPARED BY



Estimated Impact of the Proposed Enterprise Products Operating, LLC Project (#349) on the Finances of the Barbers Hill Independent School District Independent School District under a Requested Chapter 313 Property Value Limitation

Introduction

Enterprise Products Operating, LLC (Enterprise) has requested that the Barbers Hill Independent School District Independent School District (BHISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to BHISD on September 20, 2013, Enterprise proposes to invest \$110 million to construct a new gasoline manufacturing plant and a degassing unit in BHISD.

The Enterprise project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others.

Under the provisions of Chapter 313, BHISD may offer a minimum value limitation of \$30 million. The provisions of Chapter 313 call for the project to be fully taxable in the 2015-16 and 2016-17 school years, unless the District and the Company agree to an extension of the start of the two-year qualifying time period. For the purpose of this analysis, it is assumed that the qualifying time period will be the 2015-16 and 2016-17 school years. Beginning with the 2017-18 school year, the project would go on the local tax roll at \$30 million and remain at that level of taxable value for eight years for maintenance and operations (M&O) taxes.

The full taxable value of the project would be assessed for debt service taxes on voter-approved bond issues throughout the limitation period, with BHISD currently levying a \$0.2698 per \$100 I&S tax rate. The full taxable value of the investment is expected to reach \$96 million in the 2017-18 school year, with depreciation expected to reduce the taxable value of the project over the course of the value limitation agreement and beyond.

In the case of the Enterprise project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. BHISD would experience a revenue loss under current law in five of the eight value limitation years as a result of the implementation of the value limitation in the 2017-18 school year (for a total of -\$693,697).

Under the assumptions outlined below, the potential tax benefits under a Chapter 313 agreement could reach an estimated \$5.6 million over the course of the agreement. This amount is net of any anticipated revenue losses for the District. Since supplemental payments will be negotiated as part

of the Agreement, they were not deducted from the net tax savings for the Enterprise project at the time these estimates were prepared.

School Finance Mechanics

Under the current school finance system, the property values established by the Comptroller's Office that are used to calculate state aid and recapture lag by one year, a practical consequence of the fact that the Comptroller's Office needs this time to conduct its property value study and the audits of appraisal district operations in alternating years. A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 3-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter). The school funding formulas use the Comptroller's property values that reflect a reduction due to the property value limitation in years 4-11 as a result of the one-year lag in property values.

The third year is often problematical financially for a school district that approves a Chapter 313 value limitation. The implementation of the value limitation often results in a revenue loss to the school district in the third year of the agreement that would not be reimbursed by the state, but require some type of compensation from the applicant under the revenue protection provisions of the agreement. In years 4-10, smaller revenue losses would be anticipated when the state M&O property values are aligned at the minimum value established by the Board on both the local tax roll and the corresponding state property value study.

Under the HB 1 system adopted in 2006, most school districts received additional state aid for tax reduction (ASATR) that was used to maintain their target revenue amounts established at the revenue levels under old law for the 2005-06 or 2006-07 school years, whichever was highest. In terms of new Chapter 313 property value limitation agreements, adjustments to ASATR funding often moderated the impact of the reduced M&O collections as a result of the limitation, in contrast with the earlier formula-driven finance system.

House Bill 3646 as enacted in 2009 created more "formula" school districts that were less dependent on ASATR state aid than had been the case previously. The formula reductions enacted during the First Called Session in 2011 made \$4 billion in reductions to the existing school funding formulas for the 2011-12 and 2012-13 school years. For the 2011-12 school year, across-the-board reductions were made that reduced each district's WADA count and resulted in an estimated 781 school districts still receiving ASATR to maintain their target revenue funding levels, while an estimated 243 districts operated directly on the state formulas. For the 2012-13 school year, the changes called for smaller across-the-board reductions and funding ASATR-receiving target revenue districts at 92.35 percent of the level provided for under the existing funding formula, with 689 districts operating on formula and 335 districts still receiving ASATR funding.

Senate Bill 1 and House Bill 1025 as passed by the 83rd Legislature made significant increases to the basic allotment and other formula changes by appropriation. The ASATR reduction percentage is increased slightly to 92.63 percent, while the basic allotment is increased by \$325 and \$365, respectively, for the 2013-14 and 2015-16 school years. A slight increase in the guaranteed yield for the 6 cents above compressed—known as the Austin yield—is also included. With the basic allotment increase, it is estimated that approximately 300 school districts will still receive ASATR in the 2013-14 school year and 273 districts would do so in the 2015-16 school year. Current state policy calls for ASATR funding to be eliminated by the 2017-18 school year.

The treatment of ASATR funding is important for BHISD, since it has a relatively high target revenue level. ASATR funds also appear to offset some of the revenue loss in the initial 2017-18 limitation year under the proposed value limitation agreement, which will be discussed below.

One concern in projecting into the future is that the underlying state statutes in the Education Code were not changed in order to provide these funding increases. All of the major formula changes were made by appropriation, which gives them only a two-year lifespan unless renewed in the 2015 legislative session. Despite this uncertainty, it is assumed that these changes will remain in effect for the forecast period for the purpose of these estimates, assuming a continued legislative commitment to these funding levels in future years.

A key element in any analysis of the school finance implications is the provision for revenue protection in the agreement between the school district and the applicant. In the case of the Enterprise project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. This meets the statutory requirement under Section 313.027(f)(1) of the Tax Code to provide school district revenue protection language in the agreement.

Underlying Assumptions

There are several approaches that can be used to analyze the future revenue stream of a school district under a value limitation. Whatever method is used, a reasonable analysis requires the use of a multi-year forecasting model that covers the years in which the agreement is in effect. The Chapter 313 application now requires 15 years of data and analysis on the project being considered for a property value limitation.

The general approach used here is to use student enrollment increases consistent with recent demographic trends and maintain the most recent base taxable value for the District. The SB 1 basic allotment increases are reflected in the underlying models. With regard to ASATR funding the 92.63 percent reduction enacted for the 2013-14 school year and thereafter, until the 2017-18 school year. A statement of legislative intent was adopted in 2011 to no longer fund target revenue by the 2017-18 school year, so that change is reflected in the estimates presented below.

The projected taxable values of the Enterprise project are factored into the base model used here in order to simulate the financial impact of the project in the absence of a value limitation agreement. While previously-approved Chapter 313 agreements are also factored into the base estimates, the impact of the limitation value for the proposed Enterprise project is isolated separately and the focus of this analysis.

Student enrollment counts are estimated to be 4,537 students in average daily attendance (ADA) for the 2013-14 school year, with moderate increases expected during the forecast period in analyzing the effects of the Enterprise project on the finances of BHISD. The District's local tax base is estimated to be \$3.8 billion based on 2012 data and is maintained for the forecast period in order to isolate the effects of the property value limitation. An M&O tax rate of \$1.06 per \$100 is used throughout this analysis. BHISD has estimated state property wealth per weighted ADA or WADA of approximately \$665,073 for the 2012-13 school year. The enrollment and property value assumptions for the 15 years that are the subject of this analysis are summarized in Table 1.

School Finance Impact

School finance models were prepared for BHISD under the assumptions outlined above through the 2028-29 school year. Beyond the 2015-16 school year, no attempt was made to forecast the 88th percentile or Austin yield that influence future state funding beyond the projected level for that school year. In the analyses for other districts and applicants on earlier projects, these changes appeared to have little impact on the revenue associated with the implementation of the property value limitation, since the baseline and other models incorporate the same underlying assumptions.

Under the proposed agreement, a model is established to make a calculation of the “Baseline Revenue” by adding the value of the proposed Enterprise facility to the model, but without assuming that a value limitation is approved. The results of the model are shown in Table 2.

A second model is developed which adds the Enterprise value but imposes the proposed property value limitation effective in the third year, which in this case is the 2017-18 school year. The results of this model are identified as “Value Limitation Revenue Model” under the revenue protection provisions of the proposed agreement (see Table 3). A summary of the differences between these models is shown in Table 4.

Under these assumptions, BHISD would experience an initial revenue loss as a result of the implementation of the value limitation in the 2017-18 school year (-\$573,789). Future-year revenue losses are expected under current law for four of the remaining seven value-limitation years, with the total for all eight years estimated to be -\$693,697. The revenue reduction results from the mechanics of the six cents beyond the compressed M&O tax rate equalized to the Austin yield or not subject to recapture, which also reflect the one-year lag in value associated with the property value study.

As noted previously, no attempt was made to forecast further reductions in ASATR funding beyond the 92.63 percent adjustment adopted for the 2013-14 school year. It is assumed that ASATR will be eliminated beginning in the 2017-18 school year, based on the 2011 statement of legislative intent.

One risk factor under the estimates presented here relates to the implementation of the value limitation in the 2017-18 school year. The formula loss of \$573,789 cited above between the base and the limitation models is based on an assumption that Enterprise would see M&O tax savings of \$673,555 when the \$30 million limitation is implemented. Under the estimates presented here and as highlighted in Table 4, the elimination of ASATR funds beginning in 2017-18 and minimal reduction in recapture costs means no offset of the reduction in M&O taxes in the first year the value limitation is in effect.

The Comptroller’s state property value study influences these calculations, as noted previously. At the school-district level, a taxpayer benefiting from a property value limitation has two property values assigned by the local appraisal district for their property covered by the limitation: (1) a reduced value for M&O taxes, and (2) the full taxable value for I&S taxes. This situation exists for the eight years that the value limitation is in effect. Two state property value determinations are made for school districts granting Chapter 313 agreements, consistent with local practice. A consolidated single state property value had been provided previously.

Impact on the Taxpayer

Table 5 summarizes the impact of the proposed property value limitation in terms of the potential tax savings under the property value limitation agreement. The focus of this table is on the M&O tax rate only. As noted previously, the property is fully taxable in the first two years under the agreement. A \$1.06 per \$100 of taxable value M&O rate is assumed in 2013-14 and thereafter.

Under the assumptions used here, the potential tax savings from the value limitation total \$4.9 million over the life of the agreement. In addition, Enterprise would be eligible for a tax credit for M&O taxes paid on value in excess of the value limitation in each of the first two qualifying years. The credit amount is paid out slowly through years 4-10 due to statutory limits on the scale of these payments over these seven years, with catch-up payments permitted in years 11-13. The tax credits are expected to total approximately \$1.4 million over the life of the agreement, with no unpaid tax credits anticipated. The school district is to be reimbursed by the Texas Education Agency for the cost of these credits.

The key BHISD revenue losses are expected to total approximately \$693,697 over the course of the agreement. The total potential net tax benefits (inclusive of tax credits but after hold-harmless payments are made) are estimated to total \$5.6 million over the life of the agreement. While legislative changes to ASATR funding could increase the hold-harmless amount owed in the initial year of the agreement, there would still be a substantial tax benefit to Enterprise under the value limitation agreement for the remaining years that the limitation is in effect.

Facilities Funding Impact

The Enterprise project remains fully taxable for debt services taxes, with BHISD currently levying a \$0.2698 per \$100 I&S rate. While the value of the Enterprise project is expected to depreciate over the life of the agreement and beyond, full access to the additional value is expected to enhance BHISD's ability to meet its debt service obligations.

The Enterprise project is not expected to affect BHISD in terms of enrollment. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

Conclusion

The proposed Enterprise manufacturing project enhances the tax base of BHISD. It reflects continued capital investment in keeping with the goals of Chapter 313 of the Tax Code.

Under the assumptions outlined above, the potential tax savings for the applicant under a Chapter 313 agreement could reach an estimated \$5.6 million. (This amount is net of any anticipated revenue losses for the District.) The additional taxable value also enhances the tax base of BHISD in meeting its future debt service obligations.

Table 1 – Base District Information with Enterprise Products Operating, LLC Project Value and Limitation Values

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
Pre-Year 1	2014-15	4,718.56	5,545.10	\$1.0600	\$0.2698	\$5,461,700,445	\$5,461,700,445	\$4,485,892,091	\$4,485,892,091	\$808,983	\$808,983
1	2015-16	4,907.30	5,771.95	\$1.0600	\$0.2698	\$6,056,015,445	\$6,056,015,445	\$5,406,604,365	\$5,406,604,365	\$936,703	\$936,703
2	2016-17	5,103.60	5,979.74	\$1.0600	\$0.2698	\$4,232,002,445	\$4,232,002,445	\$6,000,919,365	\$6,000,919,365	\$1,003,542	\$1,003,542
3	2017-18	5,307.74	6,192.80	\$1.0600	\$0.2698	\$4,230,093,405	\$4,166,550,445	\$4,176,906,365	\$4,176,906,365	\$674,477	\$674,477
4	2018-19	5,520.05	6,443.24	\$1.0600	\$0.2698	\$4,228,222,546	\$4,166,550,445	\$4,174,997,325	\$4,111,454,365	\$647,966	\$638,104
5	2019-20	5,740.85	6,700.97	\$1.0600	\$0.2698	\$4,226,389,104	\$4,166,550,445	\$4,173,126,466	\$4,111,454,365	\$622,765	\$613,562
6	2020-21	5,970.49	6,969.00	\$1.0600	\$0.2698	\$4,380,042,027	\$4,322,000,141	\$4,171,293,024	\$4,111,454,365	\$598,549	\$589,963
7	2021-22	6,209.31	7,247.76	\$1.0600	\$0.2698	\$4,524,215,631	\$4,467,934,583	\$4,324,945,947	\$4,266,904,061	\$596,728	\$588,720
8	2022-23	6,457.68	7,537.68	\$1.0600	\$0.2698	\$5,075,179,766	\$5,020,624,339	\$4,469,119,551	\$4,412,838,503	\$592,904	\$585,438
9	2023-24	6,715.99	7,839.18	\$1.0600	\$0.2698	\$5,023,904,156	\$4,971,039,838	\$5,020,083,686	\$4,965,528,259	\$640,384	\$633,424
10	2024-25	6,984.63	8,152.75	\$1.0600	\$0.2698	\$6,576,116,320	\$6,524,909,288	\$4,968,808,076	\$4,915,943,758	\$609,464	\$602,980
11	2025-26	7,264.01	8,478.86	\$1.0600	\$0.2698	\$6,476,324,054	\$6,476,324,054	\$6,521,020,240	\$6,469,813,208	\$769,092	\$763,052
12	2026-27	7,554.57	8,818.01	\$1.0600	\$0.2698	\$6,396,668,478	\$6,396,668,478	\$6,421,227,974	\$6,421,227,974	\$728,194	\$728,194
13	2027-28	7,856.75	9,170.74	\$1.0600	\$0.2698	\$6,311,061,442	\$6,311,061,442	\$6,341,572,398	\$6,341,572,398	\$691,501	\$691,501
14	2028-29	8,171.02	9,537.56	\$1.0600	\$0.2698	\$6,202,057,498	\$6,202,057,498	\$6,255,965,362	\$6,255,965,362	\$655,929	\$655,929
15	2029-30	8,497.87	9,919.07	\$1.0600	\$0.2698	\$6,100,758,254	\$6,100,758,254	\$6,146,961,418	\$6,146,961,418	\$619,712	\$619,712

*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

Table 2– “Baseline Revenue Model”--Project Value Added with No Value Limitation

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2014-15	\$53,715,817	\$1,556,618	\$0	-\$15,766,390	\$3,222,949	\$0	\$0	\$42,728,995
1	2015-16	\$59,540,104	\$1,618,930	\$535,637	-\$23,163,656	\$3,572,406	\$0	\$0	\$42,103,420
2	2016-17	\$41,664,776	\$1,684,165	\$14,250,996	-\$17,687,751	\$2,499,887	\$0	\$0	\$42,412,073
3	2017-18	\$41,658,776	\$1,751,871	\$0	-\$6,540,695	\$2,499,527	\$0	\$0	\$39,369,479
4	2018-19	\$41,640,068	\$1,822,317	\$0	-\$5,186,099	\$2,498,404	\$0	\$0	\$40,774,690
5	2019-20	\$41,621,733	\$1,895,209	\$0	-\$3,995,371	\$2,497,304	\$11,761	\$0	\$42,030,637
6	2020-21	\$43,127,173	\$1,971,018	\$0	-\$4,123,693	\$2,587,630	\$117,312	\$0	\$43,679,440
7	2021-22	\$44,539,721	\$2,049,859	\$0	-\$5,610,705	\$2,672,383	\$129,767	\$0	\$43,781,025
8	2022-23	\$49,938,826	\$2,131,853	\$0	-\$7,618,366	\$2,996,330	\$165,627	\$0	\$47,614,270
9	2023-24	\$49,435,986	\$2,217,128	\$0	-\$11,868,357	\$2,966,159	\$0	\$0	\$42,750,916
10	2024-25	\$64,647,334	\$2,305,812	\$0	-\$15,046,614	\$3,878,840	\$103,379	\$0	\$55,888,751
11	2025-26	\$63,659,128	\$2,398,045	\$0	-\$26,189,010	\$3,819,548	\$0	\$0	\$43,687,711
12	2026-27	\$62,878,504	\$2,493,967	\$0	-\$25,261,387	\$3,772,710	\$0	\$0	\$43,883,794
13	2027-28	\$62,039,555	\$2,593,726	\$0	-\$24,422,032	\$3,722,373	\$0	\$0	\$43,933,622
14	2028-29	\$60,971,316	\$2,697,474	\$0	-\$23,455,479	\$3,658,279	\$0	\$0	\$43,871,590
15	2029-30	\$59,978,583	\$2,805,373	\$0	-\$22,382,100	\$3,598,715	\$34,749	\$0	\$44,035,320

Table 3-- "Value Limitation Revenue Model"--Project Value Added with Value Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2014-15	\$53,715,817	\$1,556,618	\$0	-\$15,766,390	\$3,222,949	\$0	\$0	\$42,728,995
1	2015-16	\$59,540,104	\$1,618,930	\$535,637	-\$23,163,656	\$3,572,406	\$0	\$0	\$42,103,420
2	2016-17	\$41,664,776	\$1,684,165	\$14,250,996	-\$17,687,751	\$2,499,887	\$0	\$0	\$42,412,073
3	2017-18	\$41,023,347	\$1,751,871	\$0	-\$6,440,928	\$2,461,401	\$0	\$0	\$38,795,690
4	2018-19	\$41,023,347	\$1,822,317	\$0	-\$4,585,935	\$2,461,401	\$0	\$0	\$40,721,130
5	2019-20	\$41,023,347	\$1,895,209	\$0	-\$3,412,414	\$2,461,401	\$48,722	\$0	\$42,016,265
6	2020-21	\$42,546,754	\$1,971,018	\$0	-\$3,539,134	\$2,552,805	\$154,661	\$0	\$43,686,104
7	2021-22	\$43,976,911	\$2,049,859	\$0	-\$5,046,866	\$2,638,615	\$165,637	\$0	\$43,784,156
8	2022-23	\$49,393,271	\$2,131,853	\$0	-\$7,032,782	\$2,963,596	\$203,942	\$0	\$47,659,881
9	2023-24	\$48,907,343	\$2,217,128	\$0	-\$11,359,974	\$2,934,441	\$0	\$0	\$42,698,938
10	2024-25	\$64,135,264	\$2,305,812	\$0	-\$14,432,751	\$3,848,116	\$145,036	\$0	\$56,001,477
11	2025-26	\$63,659,128	\$2,398,045	\$0	-\$25,899,154	\$3,819,548	\$0	\$0	\$43,977,567
12	2026-27	\$62,878,504	\$2,493,967	\$0	-\$25,261,387	\$3,772,710	\$0	\$0	\$43,883,794
13	2027-28	\$62,039,555	\$2,593,726	\$0	-\$24,422,032	\$3,722,373	\$0	\$0	\$43,933,622
14	2028-29	\$60,971,316	\$2,697,474	\$0	-\$23,455,479	\$3,658,279	\$0	\$0	\$43,871,590
15	2029-30	\$59,978,583	\$2,805,373	\$0	-\$22,382,100	\$3,598,715	\$34,749	\$0	\$44,035,320

Table 4 – Value Limit less Project Value with No Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2014-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2015-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	2016-17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	2017-18	-\$635,429	\$0	\$0	\$99,766	-\$38,126	\$0	\$0	-\$573,789
4	2018-19	-\$616,721	\$0	\$0	\$600,165	-\$37,003	\$0	\$0	-\$53,559
5	2019-20	-\$598,386	\$0	\$0	\$582,957	-\$35,903	\$36,961	\$0	-\$14,371
6	2020-21	-\$580,419	\$0	\$0	\$584,559	-\$34,825	\$37,349	\$0	\$6,664
7	2021-22	-\$562,810	\$0	\$0	\$563,840	-\$33,768	\$35,870	\$0	\$3,132
8	2022-23	-\$545,555	\$0	\$0	\$585,584	-\$32,734	\$38,315	\$0	\$45,610
9	2023-24	-\$528,643	\$0	\$0	\$508,383	-\$31,718	\$0	\$0	-\$51,978
10	2024-25	-\$512,070	\$0	\$0	\$613,863	-\$30,724	\$41,657	\$0	\$112,726
11	2025-26	\$0	\$0	\$0	\$289,856	\$0	\$0	\$0	\$289,856
12	2026-27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	2027-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	2028-29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	2029-30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Table 5 - Estimated Financial Impact of the Enterprise Products Operating, LLC Project Property Value Limitation Request Submitted to BHISD at \$1.06 M&O Tax Rate

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	Tax Credits for First Two Years Above Limit	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits
Pre-Year 1	2013-14	\$0	\$0	\$0	\$1.060	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2015-16	\$97,400,000	\$97,400,000	\$0	\$1.060	\$1,032,440	\$1,032,440	\$0	\$0	\$0	\$0	\$0
2	2016-17	\$95,452,000	\$95,452,000	\$0	\$1.060	\$1,011,791	\$1,011,791	\$0	\$0	\$0	\$0	\$0
3	2017-18	\$93,542,960	\$30,000,000	\$63,542,960	\$1.060	\$991,555	\$318,000	\$673,555	\$0	\$673,555	-\$573,789	\$99,767
4	2017-18	\$91,672,101	\$30,000,000	\$61,672,101	\$1.060	\$971,724	\$318,000	\$653,724	\$201,176	\$854,900	-\$53,559	\$801,341
5	2018-19	\$89,838,659	\$30,000,000	\$59,838,659	\$1.060	\$952,290	\$318,000	\$634,290	\$201,176	\$835,466	-\$14,371	\$821,094
6	2019-20	\$88,041,886	\$30,000,000	\$58,041,886	\$1.060	\$933,244	\$318,000	\$615,244	\$201,176	\$816,420	\$0	\$816,420
7	2020-21	\$86,281,048	\$30,000,000	\$56,281,048	\$1.060	\$914,579	\$318,000	\$596,579	\$201,176	\$797,755	\$0	\$797,755
8	2021-22	\$84,555,427	\$30,000,000	\$54,555,427	\$1.060	\$896,288	\$318,000	\$578,288	\$201,176	\$779,463	\$0	\$779,463
9	2022-23	\$82,864,318	\$30,000,000	\$52,864,318	\$1.060	\$878,362	\$318,000	\$560,362	\$201,176	\$761,538	-\$51,978	\$709,559
10	2023-24	\$81,207,032	\$30,000,000	\$51,207,032	\$1.060	\$860,795	\$318,000	\$542,795	\$201,176	\$743,970	\$0	\$743,970
11	2024-25	\$79,582,891	\$79,582,891	\$0	\$1.060	\$843,579	\$843,579	\$0	\$0	\$0	\$0	\$0
12	2025-26	\$77,991,234	\$77,991,234	\$0	\$1.060	\$826,707	\$826,707	\$0	\$0	\$0	\$0	\$0
13	2026-27	\$76,431,409	\$76,431,409	\$0	\$1.060	\$810,173	\$810,173	\$0	\$0	\$0	\$0	\$0
14	2027-28	\$74,902,781	\$74,902,781	\$0	\$1.060	\$793,969	\$793,969	\$0	\$0	\$0	\$0	\$0
15	2028-29	\$73,404,725	\$73,404,725	\$0	\$1.060	\$778,090	\$778,090	\$0	\$0	\$0	\$0	\$0
						\$13,495,586	\$8,640,749	\$4,854,836	\$1,408,231	\$6,263,068	-\$693,697	\$5,569,370

Tax Credit for Value Over Limit in First 2 Years	Year 1	Year 2	Max Credits
	\$714,440	\$693,791	\$1,408,231
	Credits Earned		\$1,408,231
	Credits Paid		\$1,408,231
	Excess Credits Unpaid		\$0

***Note:** School District Revenue-Loss estimates are subject to change based on numerous factors, including legislative and Texas Education Agency administrative changes to school finance formulas, year-to-year appraisals of project values, and changes in school district tax rates. One of the most substantial changes to the school finance formulas related to Chapter 313 revenue-loss projections could be the treatment of Additional State Aid for Tax Reduction (ASATR). Legislative intent is to end ASATR in 2017-18 school year. Additional information on the assumptions used in preparing these estimates is provided in the narrative of this Report.

Attachment F

Taxable Value of Property



Window on State Government

Susan Combs Texas Comptroller of Public Accounts

2013 ISD Summary Worksheet

036/Chambers

036-902/Barbers Hill ISD

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
A. Single-Family Residences	948,930,280	N/A	948,930,280	948,930,280
B. Multi-Family Residences	8,266,530	N/A	8,266,530	8,266,530
C1. Vacant Lots	27,793,030	N/A	27,793,030	27,793,030
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	1,444,140	N/A	1,444,140	1,444,140
D2. Real Prop Farm & Ranch	834,110	N/A	834,110	834,110
E. Real Prop NonQual Acres	63,233,040	N/A	63,233,040	63,233,040
F1. Commercial Real	56,778,120	N/A	56,778,120	56,778,120
F2. Industrial Real	2,412,062,353	N/A	2,412,062,353	2,412,062,353
G. Oil, Gas, Minerals	52,834,757	N/A	52,834,757	52,834,757
J. Utilities	72,570,222	N/A	72,570,222	72,570,222
L1. Commercial Personal	16,064,820	N/A	16,064,820	16,064,820
L2. Industrial Personal	1,190,426,121	N/A	1,190,426,121	1,190,426,121
M. Other Personal	3,188,510	N/A	3,188,510	3,188,510
N. Intangible				

Pers/Uncert	0	N/A	0	0
O. Residential Inventory	1,015,450	N/A	1,015,450	1,015,450
S. Special Inventory	2,012,370	N/A	2,012,370	2,012,370
Subtotal	4,857,453,853		4,857,453,853	4,857,453,853
Less Total Deductions	743,537,109		743,537,109	743,537,109
Total Taxable Value	4,113,916,744		4,113,916,744	4,113,916,744 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
4,158,962,534	4,113,916,744	4,077,888,964	4,032,843,174	4,113,916,744	4,032,843,174

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
45,045,790	81,073,570

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
4,579,190,932	4,534,145,142	4,498,117,362	4,453,071,572	4,534,145,142	4,453,071,572

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

Attachment G

Participation Agreement

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE
OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

by and between

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

and

ENTERPRISE PRODUCTS OPERATING LLC

(Texas Taxpayer ID # 12604305396)

COMPTROLLER APPLICATION NUMBER 349

Dated

October 27, 2014

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

STATE OF TEXAS §

COUNTY OF CHAMBERS §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **BARBERS HILL INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the Texas Education Code, and **ENTERPRISE PRODUCTS OPERATING LLC**, a Texas limited liability company (Texas Taxpayer Identification Number *12604305396*), hereinafter referred to as the "Applicant." The Applicant and the District are each hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties." Certain capitalized and other terms used in this Agreement shall have the meanings ascribed to them in Section 1.3.

RECITALS

WHEREAS, on August 26, 2013, the Superintendent of Schools of the Barbers Hill Independent School District (hereinafter referred to as "Superintendent"), acting as agent of the Board of Trustees of the District (hereinafter referred to as "Board of Trustees"), received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, on August 26, 2013, the Board of Trustees authorized the Superintendent to accept, on behalf of the District, the Application from Enterprise Products Operating LLC, and on September 20, 2013, the Superintendent acknowledged receipt of the Application and the requisite application fee as established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy CCG (Local); and,

WHEREAS, the Application was delivered to the office of the Texas Comptroller of Public Accounts (hereinafter referred to as the "Comptroller") for review pursuant to Texas Tax Code § 313.025(d); and,

WHEREAS, all of the Application was delivered to the office of the Texas Comptroller of Public Accounts (hereinafter referred to as the "Comptroller") for review pursuant to Texas Tax Code § 313.025(d); and,

WHEREAS, the Comptroller established December 9, 2013 as the Completed Application Date; and,

WHEREAS, pursuant to 34 Texas Administrative Code § 9.1054, the Application was delivered for review to the Chambers County Appraisal District established in Chambers County, Texas (the “Appraisal District”), pursuant to Texas Tax Code § 6.01; and,

WHEREAS, the Comptroller, pursuant to Texas Tax Code § 313.025(d), reviewed the Application and on February 24, 2014, the Texas Comptroller’s Office, via letter, recommended that the Application be approved; and,

WHEREAS, on May 8, 2014, pursuant to Tex. Tax Code § 313.025(b) and 34 Tex. Admin. Code § 9.1054(d), the Board of Trustees of Barbers Hill ISD approved an extension of the 151 day time period after the date the Comptroller has determined the application complete, in which to take action on the Application; and,

WHEREAS, on July 31, 2014, pursuant to the authority granted to him by the Board of Trustees, the Superintendent granted an extension of time at the request of Applicant which action was approved and ratified by the Board of trustees on September 22, 2014 pursuant to Tex. Tax Code § 313.025(b) and 34 Tex. Admin. Code § 9.1054(d), the Board of Trustees of Barbers Hill ISD approved an extension of the 151 day time period after the date the Comptroller has determined the application complete, in which to take action on the Application; and,

WHEREAS, the Comptroller conducted an economic impact evaluation pursuant to Chapter 313 of the Texas Tax Code, which was presented to the Board of Trustees at the October 27, 2014 public hearing held in connection with the Board of Trustees’ consideration of the Application; and,

WHEREAS, the Board of Trustees carefully reviewed the economic impact evaluation pursuant to Texas Tax Code § 313.026 and carefully considered the Comptroller’s positive recommendation for the project; and,

WHEREAS, on October 27, 2014, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District; and,

WHEREAS, on October 27, 2014, the Board of Trustees made factual findings pursuant to Texas Tax Code § 313.025(f), including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) this Agreement is in the best interest of the District and the State of Texas; (iii) the Applicant is eligible for the limitation on appraised value of the Applicant’s Qualified Property; (iv) each criterion referenced in Texas Tax Code § 313.025(e) has been met; and (v) the jobs creation requirement in Texas Tax Code § 313.025(f-1) exceeds the industry standard for the number of employees reasonably necessary for the operation of the Qualified Investment; and,

WHEREAS, the Barbers Hill Independent School District was within an area that qualified as a strategic investment area under Texas Tax Code Chapter 171, Subchapter O

immediately before that Subchapter expired; and because of that fact, the District qualifies as a rural school district under the provisions of Texas Tax Code § 313.051(a)(1); and,

WHEREAS, on October 27, 2014, the Board of Trustees determined that the Tax Limitation Amount requested by the Applicant, and as defined in Sections 1.2 and 1.3, below, is consistent with the minimum values set out by Texas Tax Code §§ 313.022(b) and 313.052, as such Tax Limitation Amount was computed as of the date of this Agreement; and,

WHEREAS, the District received written notification, pursuant to 34 Texas Administrative Code § 9.1055(e)(2)(A), that the Comptroller reviewed this Agreement, and reaffirmed the recommendation previously made on February 24, 2014, that the Application be approved; and,

WHEREAS, on October 27, 2014, the Board of Trustees approved the form of this Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the President and Secretary of the Board of Trustees to execute and deliver such Agreement to the Applicant;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
AUTHORITY, TERM, DEFINITIONS, AND GENERAL PROVISIONS

Section 1.1. AUTHORITY

This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Texas Tax Code § 313.027.

Section 1.2. TERM OF THE AGREEMENT

This Agreement shall commence and first become effective on the Commencement Date, as defined in Section 1.3, below. In the event that the Applicant makes a Qualified Investment in the amount defined in Section 2.6 below, between the Commencement Date and the end of the Qualifying Time Period, the Applicant will be entitled to the Tax Limitation Amount defined in Section 1.3 below, for the following Tax Years: 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024. The limitation on the local ad valorem property values for Maintenance and Operations purposes shall commence with the property valuations made as of January 1, 2017, the appraisal date for the third full Tax Year following the Commencement Date.

The period beginning with the Commencement Date of October 27, 2014 and ending on December 31, 2016 will be referred to herein as the "Qualifying Time Period," as that term is defined in Texas Tax Code § 313.021(4). The Applicant shall not be entitled to a tax limitation during the Qualifying Time Period.

Unless sooner terminated as provided herein, the limitation on the local ad valorem property values shall terminate on December 31, 2024. This Agreement will terminate, in full, on the Final Termination Date, except as otherwise provided herein. The termination of this Agreement shall not (i) release any obligations, liabilities, rights and remedies arising out of any breach of, or failure to comply with, this Agreement occurring prior to such termination, or (ii) affect the right of a Party to enforce the payment of any amount, including any Tax Credit, to which such Party was entitled before such termination or to which such Party became entitled as a result of an event that occurred before such termination, so long as the right to such payment survives said termination.

Except as otherwise provided herein, the Tax Years for which this Agreement is effective are as set forth below and set forth opposite each such Tax Year are the corresponding year in the term of this Agreement, the date of the Appraised Value determination for such Tax Year, and a summary description of certain provisions of this Agreement corresponding to such Tax Year (it being understood and agreed that such summary descriptions are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement):

Full Tax Year of Agreement	Date of Appraised Value Determination	School Year	Tax Year	Summary Description of Provisions
Partial Year (Commencing October 27, 2014)	January 1, 2014	2014-15	2014	Start of Qualifying Time Period beginning with Commencement Date. No limitation on value. First year for computation of Annual Limit.
1	January 1, 2015	2015-16	2015	Qualifying Time Period. No limitation on value. Possible tax credit in future years.
2	January 1, 2016	2016-17	2016	Qualifying Time Period. No limitation on value. Possible tax credit in future years.
3	January 1, 2017	2017-18	2017	\$ 30 million property value limitation.
4	January 1, 2018	2018-19	2018	\$ 30 million property value limitation. Possible tax credit due to Applicant.
5	January 1, 2019	2019-20	2019	\$ 30 million property value

Full Tax Year of Agreement	Date of Appraised Value Determination	School Year	Tax Year	Summary Description of Provisions
				limitation. Possible tax credit due to Applicant.
6	January 1, 2020	2020-21	2020	\$ 30 million property value limitation. Possible tax credit due to Applicant.
7	January 1, 2021	2021-22	2021	\$ 30 million property value limitation. Possible tax credit due to Applicant.
8	January 1, 2022	2022-23	2022	\$ 30 million property value limitation. Possible tax credit due to Applicant.
9	January 1, 2023	2023-24	2023	\$ 30 million property value limitation. Possible tax credit due to Applicant.
10	January 1, 2024	2024-25	2024	\$ 30 million property value limitation. Possible tax credit due to Applicant.
11	January 1, 2025	2025-26	2025	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
12	January 1, 2026	2026-27	2026	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
13	January 1, 2027	2027-28	2027	No tax limitation. Possible tax credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.

Section 1.3. DEFINITIONS

Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning, to-wit:

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the Texas Tax Code, as amended.

“Affiliate” means any other person or entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Applicant. For purposes of this definition, “control” when used with respect to any person or of an entity means (i) the ownership, directly or indirectly, of fifty (50) percent or more of the voting securities of such person or other entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise.

“Affiliated Group” means a group of one or more entities in which a controlling interest is owned by a common owner or owners, either corporate or non-corporate, or by one or more of the member entities.

“Aggregate Limit” means, for any Tax Year during the term of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and for all previous Tax Years during the course of this Agreement, less all amounts paid by the Applicant to or on behalf of the District under Article IV.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented from time to time in accordance with Section 6.3.

“Annual Limit” means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Texas Tax Code § 313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated for each year by multiplying the District’s Average Daily Attendance for the applicable school year, as calculated pursuant to Texas Education Code § 42.005, times the greater of \$100, or any larger amount allowed by Texas Tax Code § 313.027(i), if such limit amount is increased for any future year of this Agreement. The Annual Limit shall first be computed for Tax Year 2014, which, by virtue of the Commencement Date is the first year of the Qualifying Time Period under this Agreement.

“Applicant” means Enterprise Products Operating LLC, (Texas Taxpayer ID # 12604305396), the company listed in the Preamble of this Agreement who, on August 26, 2013, filed the Original Application with the District for an Appraised Value Limitation on Qualified Property, and on November 14, 2013 Supplemental Application Materials pursuant to Chapter 313 of the Texas Tax Code. The term “Applicant” shall also include the Applicants’ assigns and successors-in-interest and their direct and indirect subsidiaries.

"Applicable School Finance Law" means Chapters 41 and 42 of the Texas Education Code, the Texas Economic Development Act (Chapter 313 of the Texas Tax Code), Chapter 403, Subchapter M, of the Texas Government Code applicable to the District, and the Constitution and general laws of the State applicable to the independent school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of the Applicant's obligation to the District, either with or without the limitation of property values made pursuant to this Agreement.

"Application" means the Original Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, of the Texas Tax Code) filed with the District by the Applicant on August 26, 2013, filed the Original Application with the District together with the Supplemental Application Materials filed with the District on November 14, 2013, which collectively have been certified by the Comptroller's Office to collectively constitute a complete final Application as of the date of December 9, 2013. The term includes all forms required by the Comptroller's Office, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

"Appraised Value" shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

"Appraisal District" means the Chambers County Appraisal District.

"Board of Trustees" means the Board of Trustees of the Barbers Hill Independent School District.

"Commencement Date" means October 27, 2014 the date upon which the Parties executed this Agreement.

"Completed Application Date" means December 9, 2013, the date upon which the Revised Application was found to be complete the Comptroller's Office.

"Comptroller" means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

"Comptroller's Rules" means the applicable rules and regulations of the Comptroller set forth at Chapter 34, Texas Administrative Code, Chapter 9, Subchapter D, together with any court or administrative decisions interpreting same.

"County" means Chambers County, Texas.

"Cumulative Payments" means for each year of this Agreement the total of all payments, calculated under both Article III and Article IV of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus payments paid by Applicant for all previous Tax Years under Article III and Article IV of this Agreement.

"Cumulative Unadjusted Tax Benefit" means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for the applicable Tax Year added to the Unadjusted Tax Benefit from all previous Tax Years of this Agreement.

"Determination of Breach" shall have the meaning assigned to such term in Section 7.8 of the Agreement

"District" or "School District" means the Barbers Hill Independent School District, being a duly authorized and operating independent school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant's Qualified Property or the Applicant's Qualified Investment.

"Final Termination Date" means December 31, 2027. However, any payment obligations of any Party arising under this Agreement prior to the Final Termination Date will survive until paid by the Party owing same.

"Force Majeure" means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the Applicant, the Applicant's Qualified Property or the Applicant's Qualified Investment or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Applicant's Qualified Property or the Applicant's Qualified Investment; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require the Applicant to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of the Applicant to ship or failure of carriers to transport electricity from the Applicant's facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Applicant has no reasonable control and which forbids or prevents performance.

"Land" shall have the meaning assigned to such term in Section 2.2.

"Maintain Viable Presence" means, after the development and construction of the project described in the Application and in the description of the Applicant's Qualified Investment and Qualified Property as set forth in Section 2.3, below, (i) the operation over the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the maintenance of at least the number of New Jobs required by Chapter 313 of the Texas Tax Code from the time they are created until the Final Termination Date; and (iii) the maintenance of at least the number of Qualifying Jobs set forth in the Application from the time they are created until the Final Termination Date.

"M&O Amount" shall have the meaning assigned to such term in Section 3.2 of the Agreement.

"Maintenance and Operations Revenue" or "M&O Revenue" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Texas Education Code § 45.002 and Article VII § 3 of the Texas Constitution, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the Texas Education Code or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the Texas Education Code.

"Market Value" shall have the meaning assigned to such term in Section 1.04(7) of the Texas Tax Code.

"Net Tax Benefit" means an amount (but not less than zero) equal to (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties, (ii) adding to the amount determined under clause (i) all Tax Credits received by the Applicant under Chapter 313, Texas Tax Code, and (iii) subtracting from the sum of the amounts determined under clauses (i) and (ii) the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for all Tax Years of this Agreement, plus (B) any payments due to the District under Article III under this Agreement.

"New Jobs" means the total number of "new" jobs, defined by 34 Texas Administrative Code § 9.1051, which the Applicant will create in connection with the project which is the subject of its Application. In accordance with the requirements of Texas Tax Code § 313.024(d), Eighty Percent (80%), of all New Jobs created by the Applicant on the project shall also be Qualifying Jobs, as defined below.

“Qualified Investment” has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller’s Rules, as these provisions existed on the date of this Agreement, applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller’s Rules.

“Qualifying Jobs” means the number of New Jobs the Applicant will create in connection with the project which is the subject of its Application, which meet the requirements of Texas Tax Code §313.021(3).

“Qualified Property” has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the date of this Agreement, applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller’s Rules.

“Qualifying Time Period” means the period that begins on the Commencement Date of October 27, 2014 and ends on December 31, 2016.

“Revenue Protection Amount” means the amount calculated pursuant to Section 3.2 of this Agreement.

“State” means the State of Texas.

“Substantive Document” means a document or other information or data in electronic media determined by the Comptroller to substantially involve or include information or data significant to an application, the evaluation or consideration of an application, or the agreement or implementation of an agreement for limitation of appraised value pursuant to Texas Tax Code, Chapter 313. The term includes, but is not limited to, any application requesting a limitation on appraised value and any amendments or supplements, any economic impact evaluation made in connection with an application, any agreement between applicant and the school district and any subsequent amendments or assignments, any school district written finding or report filed with the comptroller as required under this subchapter, and any application requesting school tax credits under Texas Tax Code, § 313.103.

“Tax Credit” means the tax credit, either to be paid by the District to the Applicant, or to be applied against any taxes that the District imposes on the Applicant’s Qualified Property, as computed under the provisions of Subchapter D of the Act, and rules adopted by the Comptroller and/or the Texas Education Agency, provided that the Applicant complies with the requirements under such provisions, including the timely filing of a completed application under Texas Tax Code § 313.103 and the duly adopted administrative rules.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on Qualified Property/Qualified Investment for years three (3) through ten (10) of this Agreement pursuant to Texas Tax Code § 313.054. That is, for each of the eight (8) Tax

Years 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024, the Appraised Value of the Applicant's Qualified Investment for the District's maintenance and operations ad valorem tax purposes shall not exceed, and the Tax Limitation Amount shall be, the lesser of:

- (a) the Market Value of the Applicant's Qualified Investment; or
- (b) Thirty Million Dollars (\$30,000,000.00).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code § 313.022(b) or § 313.052, as applicable.

"Tax Year" shall have the meaning assigned to such term in Section 1.04(13) of the Texas Tax Code (*i.e.*, the calendar year).

"Taxable Value" shall have the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code.

"Texas Education Agency Rules" means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313, Texas Tax Code, which are set forth at Title 19 – Part 2, Texas Administrative Code, together with any court or administrative decisions interpreting same.

"Unadjusted Tax Benefit" means for each year of this Agreement the total of all gross tax savings calculated for each year of the Agreement by multiplying the Applicant's taxable value for debt service taxes for each applicable Tax Year, minus the Tax Limitation Amount defined in Section 2.6 below, as Thirty Million Dollar (\$30,000,000.00), multiplied by the District's Maintenance & Operations tax rate for the applicable Tax Year.

ARTICLE II PROPERTY DESCRIPTION

Section 2.1. LOCATION WITHIN A QUALIFIED REINVESTMENT OR ENTERPRISE ZONE

The Applicant's Qualified Property upon which the Applicant's Qualified Investment will be located is within an area designated as a reinvestment zone under Chapter 311 or 312 of the Texas Tax Code. The legal description of the reinvestment zone in which the Applicant's Qualified Property is located is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 2.2. LOCATION OF QUALIFIED PROPERTY

The location of the Applicant's Qualified Property upon which the Applicant's Qualified Investment will be located is described in the legal description which is attached to this Agreement as **EXHIBIT 2** and is incorporated herein by reference for all purposes. The Parties

expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** without the express authorization of each of the Parties.

Section 2.3. DESCRIPTION OF QUALIFIED INVESTMENT AND QUALIFIED PROPERTY

The Qualified Investment and/or Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 3**, which is attached hereto and incorporated herein by reference for all purposes ("Applicant's Qualified Investment"). Qualified Investment shall be that property, described in **EXHIBIT 3** which is placed in service under the terms of the Application, during the Qualifying Time Period described in both Section 1.2, above and the definition of Qualifying Time Period set forth in Section 1.3, above. Qualified Property shall be all property, described in **EXHIBIT 3**, including, but not limited to the Applicant's Qualified Investment, together with the land described in **EXHIBIT 2** which: 1) is owned by the Applicant; 2) was first placed in service after December 9, 2013, the Completed Application Date established by the Comptroller; and 3) is used in connection with the activities described in the Application. Property which is not specifically described in **EXHIBIT 3** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Investment or Qualified Property for purposes of this Agreement, unless pursuant to Texas Tax Code § 313.027(e) and Section 8.3 of this Agreement, the Board of Trustees, by official action, provides that such other property is a part of the Applicant's Qualified Investment for purposes of this Agreement.

Property owned by the Applicant which is not described on **EXHIBIT 3** may not be considered to be Qualified Property unless the Applicant:

- (a) submits to the District and the Comptroller a written request to add such property to this Agreement, which request shall include a specific description of the additional property to which the Applicant requests that the Tax Limitation Amount apply;
- (b) notifies the District and the Comptroller of any other changes to the information that was provided in the Application approved by the District; and,
- (c) provides any additional information reasonably requested by the District or the Comptroller necessary to re-evaluate the economic impact analysis for the new or changed conditions.

Section 2.4. APPLICANT'S OBLIGATIONS TO PROVIDE CURRENT INVENTORY OF QUALIFIED PROPERTY

At the end of the Qualifying Time Period, or at any other time when there is a material change in the Applicant's Qualified Property located on the land described in **EXHIBIT 2**; upon a reasonable request of the District, the Comptroller, or the Appraisal District, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a specific and detailed description of the tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Applicant's

Qualified Property to which the Tax Limitation Amount applies including maps or surveys of sufficient detail and description to locate all such described property within the boundaries of the real property which is subject to this Agreement.

Section 2.5. QUALIFYING USE

The Applicant's Qualified Investment described above in Section 2.3 qualifies for a Tax Limitation Agreement under Texas Tax Code § 313.024(b)(1) as a manufacturing facility.

Section 2.6. LIMITATION ON APPRAISED VALUE

So long as the Applicant makes a Qualified Investment in the amount Thirty Million Dollars (\$30,000,000.00), or greater, during the Qualifying Time Period; and unless this Agreement has been terminated as provided herein before such Tax Year, for each of the following eight (8) Tax Years: 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024, the Appraised Value of the Applicant's Qualified Investment for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- (a) the Market Value of the Applicant's Qualified Investment; or
- (b) Thirty Million Dollars (\$30,000,000.00).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code § 313.022 (b) or § 313.052.

**ARTICLE III
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES**

Section 3.1. INTENT OF THE PARTIES

Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Texas Tax Code § 313.027(f)(1), be compensated by the Applicant for any loss that the District incurs in its Maintenance and Operations Revenue as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to, all such other payments as are set forth in Article IV. Subject only to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the risk of any negative financial consequence to the District in making the decision to enter into this Agreement will be borne by the Applicant and not by the District, and paid by the Applicant to the District in addition to any and all payments due under Article IV.

Section 3.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT

Subject to the provisions of Sections 5.1 and 5.2, the amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "M&O Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The M&O Amount owed by the Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue;

Where:

- i. "Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property and/or Qualified Investment been subject to the ad valorem maintenance & operations tax at the actual Board-adopted tax rate for the applicable year.
- ii. "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to Maintenance and Operations Revenue because of any portion of this agreement.

In making the calculations required by this Section 3.2:

- iii. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.
- iv. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property and/or the Applicant's Qualified Investment will be presumed to be one hundred percent (100%)
- v. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 3.2 results in a negative number, the negative number will be considered to be zero.
- vi. All calculations made for years three (3) through ten (10) of this Agreement under Section 3.2, this Agreement will reflect the Tax Limitation Amount for such year.
- vii. All calculations made under this Section 3.2 shall be made by a methodology which isolates the full M & O revenue impact caused

by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or other factors not contained in this Agreement.

Section 3.3. COMPENSATION FOR LOSS OF OTHER REVENUES

In addition to the amounts determined pursuant to Section 3.2 above, and to the extent provided in Section 6.3, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

- (a) all non-reimbursed costs incurred by the District in paying or otherwise crediting to the account of the Applicant, any applicable tax credit to which the Applicant may be entitled pursuant to Chapter 313, Subchapter D of the Texas Tax Code, and for which the District does not receive reimbursement from the State pursuant to Texas Educ. Code § 42.2515, or other similar or successor statute.
- (b) all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project.
- (c) any other loss of District revenues which are, or may be attributable to the payment by the Applicant to or on behalf any other third party beneficiary.

Section 3.4. CALCULATIONS TO BE MADE BY THIRD PARTY

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") jointly approved each year by the District and the Applicant. If the Parties cannot agree on the Third Party, then the Third Party shall be selected by the mediator provided in Section 7.9 of this Agreement.

Section 3.5. DATA USED FOR CALCULATIONS

The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 3.4. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent

adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 3.6. DELIVERY OF CALCULATIONS

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 3.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 3.2 and/or 3.3 and Article IV, and/or under Section 5.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation and fee for a period of five (5) years after payment. The Applicant shall not be liable for any of Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement. The District shall cause the Third Party to agree to be bound by the provisions of this Section 3.6.

Section 3.7. PAYMENT BY APPLICANT

The Applicant shall pay any amount determined to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 3.6, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or tax credit or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of any expenses under this Section 3.7 and Section 3.6, above, in excess of Nine Thousand Five Hundred Dollars (\$9,500.00).

Section 3.8. RESOLUTION OF DISPUTES

Pursuant to Sections 3.3, 3.4, and 3.6, should the Applicant disagree with the certification containing the calculations, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days of receipt of the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District. Any appeal by the Applicant of the final

determination of the Third Party may be made, in writing, to the District's Board of Trustees within thirty (30) days of the final determination of certification containing the calculations.

Section 3.9. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT

If, at the time the Third Party selected under Section 3.4 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the values placed by the Appraisal District on the Qualified Investment, and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Qualified Investment by the Appraisal District.

If as a result of an appraisal appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 3.10. EFFECT OF STATUTORY CHANGES

Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 5.1, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State because of its participation in this Agreement, the Applicant shall make payments to the District, up to the revenue protection amount limit set forth in Section 5.1, that are necessary to offset any negative impact on the District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District.

ARTICLE IV

Section 4.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS

In interpreting the provisions of Article IV, the parties agree as follows:

(a) Amounts Exclusive of Indemnity Amounts

In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article III, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the Supplemental Payments set forth in this Article IV (the "Supplemental

Payments”). The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant’s obligation to make Supplemental Payments under this Article IV are separate and independent of the obligation of the Applicant to pay the amounts described in Article III; provided, however, that all payments under Articles III and IV are subject to the limitations contained in Section 5.1, and that all payments under this Article IV are subject to the separate limitations contained in Section 4.4.

(b) Adherence to Statutory Limits on Supplemental Payments

It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant, under this Article IV, shall not exceed the limit imposed by the provisions of Texas Tax Code 313.027(i), as such limit is allowed or required to be increased by the Legislature in a future year of this Agreement; however in such event, it shall not exceed the Stipulated Supplemental Payment Amount described in Sections 4.2 and 4.3, below.

Section 4.2. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT FOR TAX YEARS - 2014, 2015, AND 2016

For each of Tax Years 2014, 2015, and 2016 Applicant’s Stipulated Supplemental amount shall be equal to the Annual Limit. Such amounts shall be due and payable on or before January 31 of the calendar year following the Tax Year for which the amount is calculated.

Section 4.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT FOR TAX YEARS 2017 THROUGH 2024 - SUBJECT TO AGGREGATE LIMIT

Beginning with Tax Year 2017, and continuing thereafter through Tax Year 2024, the District shall be entitled to receive Supplemental Payments in an amount equal to the lesser of:

- (a) the Applicant’s “Stipulated Supplemental Payment Amount,” which is hereby defined as Fifty Percent (50%) of the Net Tax Benefit; or,
- (b) the Aggregate Limit.

Section 4.4. ANNUAL CALCULATION OF STIPULATED SUPPLEMENTAL PAYMENT AMOUNT

The Parties agree that for each Tax Year during the term of this Agreement, beginning with the third full year following the completion of Tax Year 2016, the Stipulated Supplemental Payment Amount, described in Section 4.3 will annually be calculated based upon the then most current estimate of tax savings to the Applicant, which will be made, based upon assumptions of student counts, tax collections, and other applicable data, in accordance with the following formula:

Taxable Value of the Applicant's Qualified Property for such Tax Year had this Agreement not been entered into by the Parties (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's interest and sinking fund tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Minus,

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's maintenance and operations tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Multiplied by,

The District's maintenance and operations tax rate for such Tax Year, or the school tax rate of any other governmental entity, including the State of Texas, for such Tax Year;

Plus,

Any Tax Credit received by the Applicant with respect to such Tax Year;

Minus,

Any amounts previously paid to the District under Article III;

Multiplied by,

The number 0.5;

Minus,

Any amounts previously paid to the District under Sections 4.2 and 4.3 with respect to such Tax Year.

In the event that there are changes in the data upon which the calculations set forth herein are made, the Third Party described in Section 3.4, above, shall adjust the Stipulated Supplemental Payment Amount calculation to reflect such changes in the data.

Section 4.5. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT AND APPLICATION OF AGGREGATE LIMIT

For each Tax Year during the term of this Agreement, beginning with Tax Year three (Tax Year 2017) and continuing thereafter through Tax Year ten (Tax Year 2024), the District, or its successor beneficiary should one be designated under Section 4.6, below, shall not be entitled to receive Supplemental Payments, computed under Sections 4.2, 4.3 and 4.4, above, that exceed the Aggregate Limit.

If, for any Tax Year during the term of this Agreement the payment of the Applicant's Stipulated Supplemental Payment Amount, calculated under Sections 4.2, 4.3 and 4.4, above for such Tax Year, exceeds the Aggregate Limit for that Tax Year, the difference between the Applicant's Stipulated Supplemental Payment Amount so calculated and the Aggregate Limit for such Tax Year, shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, and to the extent not limited by the Aggregate Limit in any subsequent Tax Year during the term of this Agreement, shall be paid to the District.

Any of the Applicant's Stipulated Supplemental Payment Amount, which cannot be paid to the District prior to the end of Tax Year ten (Tax Year 2024), because such payment would exceed the Aggregate Limit, will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

Section 4.6. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS

- (a) All calculations required by this Article IV, including but not limited to: (i) the calculation of the Applicant's Stipulated Supplemental Payment Amount; (ii) the determination of both the Annual Limit and the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of the Applicant's Supplemental Payments eligible to be paid to the District by the Applicant; and, (iv) the carry forward and accumulation of any of the Applicant's Stipulated Supplemental Payment Amounts unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 3.4.
- (b) The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 3.6.
- (c) The payment of all amounts due under this Article shall be made at the time set forth in Section 3.7.

Section 4.7. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY

At any time during this Agreement, the Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement,

direct that the Applicant's payment under this Article IV be made to the District's educational foundation, or to a similar entity. Such foundation or entity may only use such funds received under this Article IV to support the educational mission of the District and its students. Any designation of such a foundation or entity must be made by recorded vote of the Board of Trustees at a properly posted public meeting of the Board of Trustees. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 6.1, below. Such designation may be rescinded by the Board of Trustees, by Board action, at any time and any such rescission will be effective after delivery of notice of such action to the Applicant in conformance with the provisions of Section 8.1.

Any designation of a successor beneficiary under this Section shall not alter the Aggregate Limit on Supplemental Payments described in Section 4.5, above.

ARTICLE V ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

SECTION 5.1. ANNUAL LIMITATION AFTER FIRST THREE YEARS

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year during the term of this Agreement after the 2017 Tax Year, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles III and IV with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Section 3.4 and Section 3.6, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii) ("Excess Payment"), then the payments otherwise due from the Applicant to the District under Articles III and IV shall be reduced until such Excess Payment is eliminated.

Section 5.2. OPTION TO CANCEL AGREEMENT

In the event that any payment otherwise due from the Applicant to the District under Article III and/or Article IV with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 5.1 above, then the Applicant shall have the option to terminate this Agreement, and any Excess Payment shall be a credit against any payments due the District under any other Tax Limitation Agreement entered into between Applicant and the District. The Applicant may exercise such option to cancel this Agreement by notifying the District of its election in writing not later than the July 31 of the year next following the Tax Year with respect to which a reduction under Section 5.1 is applicable. Any cancellation of this Agreement under the foregoing provisions of this Section 5.2 shall be effective immediately prior to the second

Tax Year next following the Tax Year in which the reduction giving rise to the option occurred. In addition to the foregoing, in the event the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, during the Qualifying Time Period, to terminate this Agreement by notifying the District in writing of its exercise of such option. Any termination of this Agreement under the immediately preceding sentence shall be effective immediately prior to the beginning of the Tax Year immediately following the Tax Year during which such notification is delivered to the District. Upon such termination this Agreement shall terminate and be of no further force or effect; provided, however, that the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged.

ARTICLE VI TAX CREDITS

Section 6.1. APPLICANT'S ENTITLEMENT TO TAX CREDITS

The Applicant shall be entitled to Tax Credits from the District under and in accordance with the provisions of Subchapter D of the Act and Comptroller Rules, provided that the Applicant complies with the requirements under such provisions, including the filing of a completed Application under Section 313.103 of the Texas Tax Code and Comptroller Rules.

Section 6.2. DISTRICT'S OBLIGATIONS WITH RESPECT TO TAX CREDITS

The District shall timely comply and shall cause the District's collector of taxes to timely comply with their obligations under Subchapter D of the Act and Comptroller Rules, including, but not limited to, such obligations set forth in Section 313.104 of the Texas Tax Code, and either Comptroller and/or Texas Education Agency Rules.

Section 6.3. COMPENSATION FOR LOSS OF TAX CREDIT PROTECTION REVENUES

If after the Applicant has actually received the benefit of a Tax Credit under Section 6.1, the District does not receive aid from the State pursuant to Texas Education Code § 42.2515 or other similar or successor statute with respect to all or any portion of such Tax Credit for reasons other than the District's failure to comply with the requirements for obtaining such aid, then the District shall notify the Applicant in writing thereof and the circumstances surrounding the State's failure to provide such aid to the District. The Applicant shall pay to the District the amount of such Tax Credit for which the District did not receive such aid within thirty (30) calendar days after receipt of such notice, and such payment shall be subject to the same provisions for late payment as are set forth in Section 7.4 and 7.5. If the District receives aid from the State for all or any portion of a Tax Credit with respect to which the Applicant has made a payment to the District under this Section 6.3, then the District shall pay to the Applicant the amount of such aid within thirty (30) calendar days after the District's receipt thereof.

**ARTICLE VII
ADDITIONAL OBLIGATIONS OF APPLICANT**

Section 7.1. DATA REQUESTS

During the term of this Agreement, and upon the written request of one Party or by the Comptroller (the "Requesting Party"), the other Party shall provide the Requesting Party with all information reasonably necessary for the Requesting Party to determine whether the other Party is in compliance with its obligations, including any employment obligations which may arise under this Agreement. The Applicant shall allow authorized employees of the District, the Comptroller, and/or the Appraisal District to have access to the Applicant's Qualified Property and/or business records, in accordance with Texas Tax Code § 22.07, during the term of this Agreement, in order to inspect the project to determine compliance with the terms hereof. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is private personnel data, proprietary, a trade secret or confidential in nature or is subject to a confidentiality agreement with any third party.

Section 7.2. REPORTS TO OTHER GOVERNMENTAL AGENCIES

The Applicant shall timely make any and all reports that are or may be required under the provisions of law or administrative regulation, including but not limited to the annual report or certifications that may be required to be submitted by the Applicant to the Comptroller under the provisions of Texas Tax Code § 313.032. The Applicant shall forward a copy of all such required reports or certifications to the District contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation under this Agreement.

Section 7.3. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE

By entering into this Agreement, the Applicant warrants that:

- (a) it will abide by all of the terms of the Agreement;
- (b) it will Maintain Viable Presence in the District through the Final Termination Date of this Agreement; provided, however, that notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of this Agreement, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided

the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure; and,

- (c) it will meet applicable minimum eligibility requirements under Texas Tax Code, Chapter 313 throughout the value limitation and tax-credit settle-up periods.

Section 7.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT

(a) In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 5.2, or in the event that the Applicant or its successor-in-interest fails to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, after the notice and cure period provided by Section 7.8, then the District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 7.5, on that recaptured ad valorem tax revenue. For purposes of this recapture calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV and any amounts due the Applicant under Section 5.2 and Section 6.3.

(b) Notwithstanding Section 7.4(a), in the event that the District determines that the Applicant has failed to Maintain Viable Presence and provides written notice of termination of the Agreement, then the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of such termination notice. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a Tax Limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 7.5. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV and any amounts due the Applicant under Section 5.2 and Section 6.3. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

Section 7.5. CALCULATION OF PENALTY AND INTEREST

In determining the amount of penalty or interest, or both, due in the event of a breach and resulting termination of this Agreement, the District shall first determine the base amount of recaptured taxes owed less all credits under Section 7.4 for each Tax Year during the term of this Agreement since the Commencement Date. The District shall calculate penalty or interest for each Tax Year during the term of this Agreement since the Commencement Date in accordance with the methodology set forth in Chapter 33 of the Texas Tax Code, as if the base amount calculated for such Tax Year less all credits under Section 7.4 had become due and payable on

February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code § 33.01(a), or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code § 33.01(c), or its successor statute.

Section 7.6 MATERIAL BREACH OF AGREEMENT

The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions:

- (a) Applicant is determined to have failed to meet its obligations to have made accurate material representations of fact in the submission of its Application as is required by Section 8.13, below.
- (b) Applicant fails to Maintain Viable Presence in the District, as required by Section 7.3 of this Agreement, through the Final Termination Date of this Agreement.
- (c) Applicant fails to make any payment required under Articles III or IV of this Agreement on or before its due date.
- (d) Applicant fails to create and maintain at least the number of New Jobs set forth it committed to create and maintain as set forth on Schedule C, Column C of its Application.
- (e) Applicant fails to create and maintain at least the number of New Jobs set forth it committed to create and maintain as set forth on Schedule C, Column E of its Application.
- (f) Applicant fails to create and maintain at least Eighty Percent (80%) of all New Jobs as Qualifying Jobs.
- (g) Applicant makes any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement, in excess of the amounts set forth in Articles III and IV, above. Voluntary donations made by the Applicant to the District after the date of execution of this Agreement, and not mandated by this Agreement or made in recognition of or in consideration for this Agreement, are not barred by this provision.
- (h) Applicant fails to comply in any material respects with any other term of this Agreement, or the Applicant fails to meet its obligations under the applicable Comptroller's Rules, and under the Texas Economic Development Act.

Section 7.7 LIMITED STATUTORY CURE OF MATERIAL BREACH

In accordance with the provisions of Texas Tax Code § 313.0275, for any full Tax Year which commences after the project has become operational, the Applicant may cure the Material Breach of this Agreement, described in Sections 7.6(d) and 7.6(e) or 7.6(f), above, without the termination of the remaining term of this Agreement. In order to cure any such non-compliance with Sections 7.6(d) and 7.6(e) or 7.6(f) for such Tax Year, the Applicant may make the liquidated damages payment required by Texas Tax Code § 313.0275(b), in accordance with the provisions of Texas Tax Code § 313.0275(c).

Section 7.8. DETERMINATION OF MATERIAL BREACH AND TERMINATION OF AGREEMENT

Prior to making a determination under Section 7.4 or Section 7.6 that the Applicant is in Material Breach of this Agreement, such as making a material misrepresentation in the Application, failing to Maintain Viable Presence in the District as required by Section 7.3 of this Agreement, failing to make any payment required under this Agreement when due, or that the Applicant has otherwise committed a Material Breach of this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the Material Breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that a Material Breach of this Agreement has not occurred, and/or that it has cured or undertaken to cure any such Material Breach.

If the Board of Trustees is not satisfied with such response and/or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to whether or not a Material Breach of this Agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall also terminate the Agreement and determine the amount of recaptured taxes under Section 7.4 (net of all credits under Section 7.4), and the amount of any penalty and/or interest under Section 7.5 that are owed to the District.

After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination.").

Section 7.9. DISPUTE RESOLUTION

After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, the Applicant shall have a ninety (90) day period (the "Cure Period") in which either to tender payment or evidence of its efforts to cure, or to initiate

mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within the Cure Period, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then residing in Chambers County, Texas. The Parties agree to sign a document that designates the mediator and the mediation will be governed by the provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

In the event that any mediation is not successful in resolving the dispute or that payment is not received before the expiration of such ninety (90) days, the District shall have the remedies for the collection of the amounts determined under Section 7.8 as are set forth in Texas Tax Code Chapter 33, Subchapters B and C, for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Texas Tax Code § 33.07.

In any event where a dispute between the District and the Applicant under this Agreement cannot be resolved by the Parties, after completing the procedures required above in this Section, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any covenant, agreement or undertaking made by a Party pursuant to this Agreement.

Section 7.10. LIMITATION OF OTHER DAMAGES

Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the greater of any amounts calculated under Sections 7.4 and 7.5 above. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement.

The Parties further agree that the limitation of damages and remedies set forth in this Section 7.10 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 7.11. BINDING ON SUCCESSORS

In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.1. INFORMATION AND NOTICES

Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained. Notice shall be deemed effective on receipt by the addressee as aforesaid.

Notices to the District shall be addressed to the District's Authorized Representative as follows:

Dr. Greg Poole, Superintendent
BARBERS HILL INDEPENDENT SCHOOL DISTRICT
P.O. Box 1108
9600 Eagle Drive
Mont Belvieu, Texas 77580

with a copy to:

Kevin O'Hanlon
O'HANLON, MCCOLLOM & DEMERATH
808 West Avenue
Austin, Texas 78701

or at such other address or to such other facsimile transmission number and to the attention of such other person as the District may designate by written notice to the Applicant.

Notices to the Applicant shall be addressed to:

ATTN: CURT TATE, Senior Director, Tax
ENTERPRISE PRODUCTS OPERATING LLC
P.O. Box 4018
Houston, Texas 77210-4018
1100 Louisiana Street
Houston, Texas 77002

with copies to:

ATTN: General Counsel
ENTERPRISE PRODUCTS OPERATING LLC
P.O. Box 4018
Houston, Texas 77210-4018
1100 Louisiana Street
Houston, Texas 77002

and

Timothy E. Young
IKARD WYNNE LLP
2901 Via Fortuna, Suite 450
Austin, Texas 78746

or at such other address and to the attention of such other person as the Applicant may designate by written notice to the District.

Section 8.2. EFFECTIVE DATE, TERMINATION OF AGREEMENT

- (a) This Agreement shall be and become effective on the date of final approval of this Agreement by the Board of Trustees,
- (b) The obligation to Maintain Viable Presence under this Agreement shall remain in full force and effect through the Final Termination Date.
- (c) In the event that the Applicant fails to make a Qualified Investment in the amount of Thirty Million Dollars (\$30,000,000.00), or greater, during the Qualifying Time Period, this Agreement shall become null and void on December 31, 2016.

Section 8.3. AMENDMENTS TO AGREEMENT; WAIVERS

This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement. By official action of the Board of Trustees, this Agreement may be amended to include, in the Applicant's Qualified Investment, additional or replacement Qualified Property not specified in **EXHIBIT 3**, provided that the Applicant reports to the District, the Comptroller, and the Appraisal District, in the same format, style, and presentation as the Application, all relevant investment, value, and employment information that is related to the additional or replacement property. Any amendment of the Agreement adding additional or replacement Qualified Property pursuant to this Section 8.3 shall, (1) require that all property added by amendment be eligible property as defined by Texas Tax Code, § 313.024; (2) clearly identify the property, investment, and

employment information added by amendment from the property, investment, and employment information in the original Agreement; and (3) define minimum eligibility requirements for the recipient of limited value. This Agreement may not be amended to extend the value limitation time period beyond its eight year statutory term.

Section 8.4. ASSIGNMENT

The Applicant may assign this Agreement, or a portion of this Agreement, to an Affiliate or a new owner or lessee of all or a portion of the Applicant's Qualified Property and/or the Applicant's Qualified Investment, provided that the Applicant shall provide written notice of such assignment to the District. Upon such assignment, the Applicant's assignee will be liable to the District for outstanding taxes or other obligations arising under this Agreement. A recipient of limited value under Texas Tax Code, Chapter 313 shall notify immediately the District, the Comptroller, and the Appraisal District in writing of any change in address or other contract information for the owner of the property subject to the limitation agreement for the purposes of Texas Tax Code § 313.032. The assignee's or its reporting entity's Texas Taxpayer Identification Number shall be included in the notification.

Section 8.5. MERGER

This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 8.6. MAINTENANCE OF COUNTY APPRAISAL DISTRICT RECORDS

When appraising the Applicant's Qualified Property and the Applicant's Qualified Investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser of the Appraisal District shall determine the Market Value thereof and include both such Market Value and the appropriate value thereof under this Agreement in its appraisal records.

Section 8.7. GOVERNING LAW

This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Chambers County, Texas.

Section 8.8. AUTHORITY TO EXECUTE AGREEMENT

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 8.9. SEVERABILITY

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 8.9, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 8.10. PAYMENT OF EXPENSES

Except as otherwise expressly provided in this Agreement, or as covered by the application fee, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorneys' fees (including a reasonable hourly fee for in-house legal counsel), costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party..

Section 8.11. INTERPRETATION

When a reference is made in this Agreement to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase "but not limited to" words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement

has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

Section 8.12. EXECUTION OF COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be 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 8.13. ACCURACY OF REPRESENTATIONS CONTAINED IN APPLICATION

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application. The Applicant warrants that all material representations, information, and facts contained in the Application are true and correct. The parties further agree that the Application and all the attachments thereto are included by reference into this Agreement as if set forth herein in full.

In the event that the Board of Trustees, after completing the procedures required by Sections 7.8 and 7.9 of this Agreement, makes a written determination that the Application was either incomplete or inaccurate as to any material representation, information, or fact, the Agreement shall be invalid and void except for the enforcement of the provisions required by 34 Texas Administrative Code § 9.1053(f)(2)(K).

Section 8.14. PUBLICATION OF DOCUMENTS

The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; the approved and executed copy of this Agreement or any amendment thereto; and each application requesting Tax Credits under Texas Tax Code § 313.103, as follows:

- a. Within seven days of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website.
- b. District shall provide on its website a link to the location of those documents posted on the Comptroller's website.

This Section 8.14 does not require the publication of information that is confidential under Texas Tax Code § 313.028.

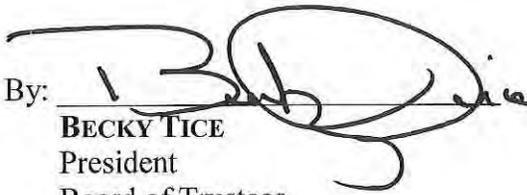
IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 27th day of October, 2014.

**ENTERPRISE PRODUCTS
OPERATING LLC, a Texas
Limited Liability Company**

By: Enterprise Products OLPGP, Inc.,
a Delaware corporation
Its Sole Manager

By: 
MICHAEL J. KNESEK
SENIOR VICE PRESIDENT, PRINCIPAL
ACCOUNTING OFFICER & CONTROLLER

**BARBERS HILL INDEPENDENT
SCHOOL DISTRICT**

By: 
BECKY TICE
President
Board of Trustees

Attest: 
By: **CYNTHIA ERWIN**
Secretary
Board of Trustees

EXHIBIT 1

DESCRIPTION OF QUALIFIED REINVESTMENT ZONE

All Qualified Property owned by the Applicant and located within the boundaries of both the Barbers Hill Independent School District and the Reinvestment Zone originally created on June 22, 2009 by action of the City Council of the City of Mont Belvieu, Texas in adopting *City of Mont Belvieu Ordinance No. 2009-017*. The Reinvestment Zone created thereby was amended by *City of Mont Belvieu Ordinance No. 2013-021* on August 26, 2013, and by *City of Mont Belvieu Ordinance No. 2013-035* on November 13, 2013.

A map of the Reinvestment Zone created by *City of Mont Belvieu Ordinance No. 2009-017*, as amended by *City of Mont Belvieu Ordinance No. 2013-021* and by *City of Mont Belvieu Ordinance No. 2013-035* is attached to this **EXHIBIT 1**.

Specifically, all Qualified Property of the Applicant located within the boundaries on the map and/or chart attached to **this EXHIBIT 1** is included.



ORDINANCE NO. 2013-035

AN ORDINANCE OF THE CITY OF MONT BELVIEU, TEXAS, AMENDING ORDINANCE NO. 2009-017, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 2013-021, TO INCLUDE ADDITIONAL TRACTS OF LAND IN A PREVIOUSLY DESIGNATED REINVESTMENT ZONE FOR PURPOSES OF TAX ABATEMENT.

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

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

WHEREAS, the City adopted revised guidelines and criteria governing tax abatement agreements in Ordinance 2013-011 dated May 13, 2013;

WHEREAS, the City previously designated a reinvestment zone under Ordinance No. 2009-017 on June 22, 2009, consisting of a tract of land containing 126.2412 acres of land as described on Exhibit "A" hereto;

WHEREAS, the City previously amended Ordinance No. 2009-017 to include four additional tracts of land within the designated reinvestment zone, which are described on Exhibit "B" hereto, through the adoption of Ordinance No. 2013-021 on August 26, 2013. The tracts listed in Exhibit "A" and Exhibit "B" are hereinafter collectively referred to as the "EPOLLC Reinvestment Zone";

WHEREAS, Enterprise Products Operating L.L.C., wishes to add additional contiguous tracts of land, as more particularly described in Exhibit "C" hereto, to the EPOLLC Reinvestment Zone;

WHEREAS, the City properly complied with the notice requirements pursuant to Section 312.201(d) of the Texas Property Tax Code and conducted a public hearing held on Wednesday, November 13, 2013, regarding the second amendment of Ordinance 2009-017 by including additional tracts of land in the designation of the EPOLLC Reinvestment Zone for tax abatement purposes, the deeds and legal descriptions of which are a matter of public record in Chambers County and in the office of the City Secretary of the City of Mont Belvieu, Texas;

WHEREAS, the City Council finds that the improvements sought within the designated EPOLLC Reinvestment Zone, as amended, are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of a tax abatement agreement entered into under Section 312.204 of the Texas Property Tax Code; and

WHEREAS, the City Council also finds that the creation of the reinvestment zone is reasonably likely to continue to contribute to the retention or expansion of primary employment and attract major investment to the zone.

NOW, THEREFORE,

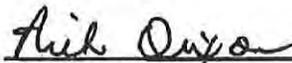
**BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF MONT BELVIEU, TEXAS:**

1. That Ordinance No. 2009-017, adopted on June 22, 2009, and amended by Ordinance No. 2013-021, adopted August 26, 2013, which designated the EPOLLC Reinvestment Zone, is hereby amended to include the additional tracts of land described on Exhibit "C" hereto within the EPOLLC Reinvestment Zone.

2. For purposes of clarification, the tracts of land which comprise the EPOLLC Reinvestment Zone as originally designated are described on Exhibit "A" and Exhibit "B" hereto, and the tracts of land to be added to the EPOLLC Reinvestment Zone by virtue of this Ordinance are identified on Exhibit "C" hereto.

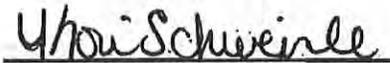
3. The EPOLLC Reinvestment Zone, as amended by this Ordinance, is designated for the purposes of Chapter 312 of the Texas Property Tax Code and consists of all of the tracts of land described on Exhibit "A," Exhibit "B," and Exhibit "C" hereto.

PASSED and APPROVED on this, the 13th day of November, 2013.



Nick Dixon, Mayor

ATTEST:



Kori Schweinle, City Secretary

Exhibit "A"
to
Ordinance of the City of Mont Belvieu, Texas
Amending Ordinance 2009-017 to Include Additional Tracts of Land
In a Previously Designated Reinvestment Zone

"EXHIBIT A"

THE STATE OF TEXAS,
COUNTY OF CHAMBERS.

FIELD NOTES of a 126.2412 acre tract of land situated in the T. & N.O.B.R.Co. Survey, Section No. 1, Abstract No. 509 and the Dan Jorgins Survey, Abstract No. 599; and being out of and a part of the residue of a 572.51 Acre tract of land called Second Tract from J.R. Barber to Kirby Oil and Gas Company recorded in Volume 162 at Page 598 of the Deed Records of Chambers County, Texas. This 126.2412 acre tract of land is more particularly described by metes and bounds as follows, to-wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 1927 DATUM, AS DEFINED IN ARTICLE 5100A OF THE REVISED CIVIL STATUTES OF THE STATE OF TEXAS.

ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9999062
REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a 1/4 inch iron rod set for the Northwest corner of this tract of land and the Southwest corner of a 487.009 acre tract of land conveyed in a deed from Glenda Dal Brown to Exxon Corporation dated November 1, 1978 and recorded in Volume 425 at Page 515 of the Deed Records of Chambers County, Texas and being in the East Right-of-Way line of Hatcherly Road (70' R.O.W.). This corner as a Texas State Plane Coordinate Value of X = 762,238.95 and Y = 3,293,315.08.

THENCE North 66 deg 41 min 04 sec East with the North line of this tract of land and the South line of said 487.009 acre tract of land a distance of 3,399.51 feet to a 1/4 inch iron rod set for the Northeast corner of this tract of land and the Southeast corner of said 487,009 acre tract of land and being in the West. Right-of-Way line of the Southern Pacific Railroad (100' R.O.W.). From this corner a found brass disk stamped "Bacon Chemical Company U.S.A." bears South 66 deg 41 min 04 sec West a distance of 2.08 feet.

THENCE South 07 deg 20 min 00 sec East with the East line of this tract of land and West Right-of-Way line of said Southern Pacific Railroad a distance of 1,458.10 feet to a 1/4 inch iron rod set for the Southeast corner of this tract of land and the Northeast corner of a 117.469 acre tract of land conveyed in a deed from Glenda Dal Brown to Enterprise Product Company dated December 05, 1991 and recorded in Volume 162 at Page 169 of the Official Records of Chambers County, Texas. From this corner a found 5/8 inch iron rod bears North 57 deg 22 min 27 sec East a distance of 2.53 feet.

THENCE South 57 deg 22 min 27 sec West with the South line of this tract of land and the North line of said 117.469 acre tract of land a distance of 3,334.56 feet to a 1/4 inch iron rod set for the Southwest corner of this tract of land and the Northwest corner of said 117.469 acre tract of land, and being in the East Right-of-Way line of said Hatcherville Road. From this corner a found 5/8 inch iron rod bears North 57 deg 22 min 27 sec East a distance of 3.04 feet.

THENCE North 14 deg 47 min 39 sec West with the West line of this tract of land and the East Right-of-Way line of said Hatcherville Road a distance of 1,714.33 feet to a 1/4 inch iron rod set for an angle point of this tract of land, and being in the East Right-of-Way line of said Hatcherville Road.

THENCE North 14 deg 23 min 53 sec West with the West line of this tract of land and the East Right-of-Way line of said Hatcherville Road a distance of 248.81 feet to the PLACE OF BEGINNING, containing within said boundaries 126.2412 acres of land.

Exhibit "B"
to
Ordinance of the City of Mont Belvieu, Texas
Amending Ordinance 2009-017 to Include Additional Tracts of Land
In a Previously Designated Reinvestment Zone

**FIELD NOTES FOR A 19.973 ACRE TRACT IN THE HENRY GRIFFITH SURVEY,
ABSTRACT 12**

Field Notes describing a 19.973 acre tract of land situated in the Henry Griffith League, Abstract No. 12, Chambers County, Texas, and being a part of the residue of a 30 acre tract of land described as Tract 2, in a partition deed recorded in Volume 53, page 213 of the Chambers County Deed Records.

All bearings referred to herein are based on North 30°31'49" West, along the West line of said 19.973 acre tract of land.

BEGINNING at an angle iron found at the Northwest corner of said 30 acre tract, and being in the common line between said Henry Griffith Survey, A-12, and the T. & N.O.R.R. Survey, A-503, said angle iron also being at the most Northerly Northeast corner of the Enterprise 67.724 acre tract of land, recorded as various tracts in Volume 423, Page 431, Chambers County Deed Records;

THENCE North 59°09'47" East, along said common Survey line and North line of said 30 acre tract, at 214.05 feet pass a 3/4" iron pipe found at the Southeast corner of said T. & N.O.R.R. Survey, A-103, same being the Southwest corner of the C.C.P. Welch League, A-489, in all a total distance of 539.64 feet to an angle iron found at the Northeast corner of said 30 acre tract of land;

THENCE South 30°40'27" East, along the East line of said 30 acre tract, same being the West line of another 30 acre tract Recorded in Volume 53, Page 191, Chambers County Deed Records, a distance of 1984.18 feet to a 5/8" iron rod set at the Southeast corner of this 19.973 acre tract in the Northeasterly line of said Enterprise 67.724 acre tract;

THENCE North 61°03'08" West, along said Northeasterly line of the Enterprise 67.724 acre tract, a distance of 810.85 feet to a 5/8" iron rod found at an angle corner of said 67.724 acre tract;

THENCE South 59°19'29" West, along a line of the Enterprise 67.724 acre tract, a distance of 234.39 feet to a concrete monument with brass cap found at an interior corner of said 67.724 acre tract;

THENCE North 30°31'49" West, along the West line of said 30 acre tract, same being the most Northerly East line of said Enterprise 67.724 acre tract, a distance of 1455.67 feet to the POINT OF BEGINNING and containing 19.973 acres of land.

* * * * *

**FIELD NOTES OF A 2.9527 ACRE TRACT OF LAND, CHAMBERS COUNTY,
TEXAS**

A tract of land containing 2.9527 acres of land out of the Henry Griffith League, Abstract 12, in Chambers County, Texas, and being the same land described in a Warranty Deed as 4.0 acres, from S.C. Barber, et ux to Mrs. Bessie Brown, and recorded in Volume 150, Page 449 of the Chambers County, Texas, Deed Records, save and except a 1.055 acre tract out of the South part thereof, described in a deed from Delno Brown to Fred Chitty, recorded in Volume 298, Page 443 of the Deed Records of Chambers County, Texas.

Said 2.9527 acre tract being described by metes and bounds as follows:

COMMENCING at the Southwest corner of the above referenced 4.0 acre tract to Mrs. Bessie Brown, being also the Southwest corner of a 30 acre tract described in a Partition Deed to S. C. Barber as Tract 2, and recorded in Volume 53, Page 213 of the same Deed Records, and being also the Southeast corner of a 4 acre tract described in the Partition Deed to Q. K. Barber as Tract 1, recorded in Volume 53, Page 283 of said Deed Records and the Southwest corner of a 1.055 acre tract from Delno Brown to Fred Chitty, above referred to; thence North 31°08'21" West, a distance of 382.89 feet to the Northwest corner of aforesaid 1.055 acre tract for the most Southern Southwest and BEGINNING corner of the tract herein described;

THENCE North 31°08'21" West, along the West line of S.C. Barber 30 acres, and the Bessie Brown 4 acres, and the East line of said Q. K. Barber 4 acres, a distance of 421.16 feet to the Northeast corner of the Q. K. Barber 4 acre tract, and a re-entrant corner of both the said 30 acre and the Brown 4 acre tracts for a re-entrant corner of the tract herein described;

THENCE South 69°42'18" West, along the common South line of the 30 acre tract, and the 4 acre Brown tract, being also the North line of the Q. K. Barber 4 acre tract, a distance of 119.86 feet to a 1 1/4" iron pipe at the most Northern Southwest corner of said 30 acre tract and the Bessie Brown 4 acre tract, and being also the Southeast corner of the 29.6 acre tract in the Partition Deed to Lillie Stockbridge recorded in Volume 53, Page 188 and the Southeast corner of Lot 5 of the Partition of said 29.6 acre tract in Volume 219, Page 199, for the most Northern Southwest corner of the tract herein described;

THENCE North 30°31'49" West, along the West line of the S. C. Barber 30 acre, and the Brown 4 acre tracts and the East lines of both 29.6 acre tracts and aforesaid Lot 5, a distance of 314.44 feet to the Northwest corner of the Bessie Brown 4 acre tract for the Northwest corner of the tract herein described;

THENCE North 59°19'29" East, along the North line of said Bessie Brown 4 acre tract, a distance of 234.39 feet to the Northeast corner of aforesaid 4 acre tract,

for the Northeast corner of the tract herein described;

THENCE South $31^{\circ}08'21''$ East, along the East line of said 4 acre tract, a distance of 757.18 feet to the Northeast corner of the 1.055 acre tract above referred to, for the Southeast corner of the tract herein described;

THENCE South $59^{\circ}18'49''$ West, a distance of 120.00 feet to the PLACE OF BEGINNING and containing 2.9527 acres of land.

* * * * *

FIELD NOTES OF A 1.1245 ACRE TRACT OF LAND, CHAMBERS COUNTY, TEXAS

A tract of land containing 1.1245 acres out of a 5.907 acre tract of land described as Lot 5 of the Lillie Stockbridge Partition dated February 2, 1960 and, recorded in Volume 219, Page 199 et. seq of the Deed Records of Chambers County, Texas, and being a part of a 29.6 acre tract of land as described in that certain deed filed May 27, 1936 from J. R. Barber, et al to Lillie Stockbridge and recorded in Volume 53, Page 188 of the Deed Records of Chambers County, Texas. Said tract being also a part of the Henry Griffith League, Abstract 12, Chambers County, Texas.

BEGINNING at a 1 1/4" Iron Pipe found at the Southeast corner of the above said 5.907 acre and 29.6 acre tracts for the Southeast corner of the herein described tract;

THENCE South 69°42'18" West, along the South line of said 5.907 acre and 29.6 acre tracts, a distance of 148.86 feet to a point, being the Southwest corner of said 5.907 acre tract and the Southwest corner of the herein described tract;

THENCE North 30°31'49" West, along the West line of said 5.907 acre tract a distance of 354.33 feet to a point for the Northwest corner of the herein described tract;

THENCE North 83°50'06" East, a distance of 160.81 feet to a point in the East line of said 5.907 acre tract and said 29.6 acre tract for the Northeast corner of the herein described tract;

THENCE South 30°31'49" East, along the East line of said 5.907 acre tract and said 29.6 acre tract, a distance of 314.44 feet to the place of **BEGINNING** and containing 1.1245 acres of land.

* * * * *

**FIELD NOTES OF A 4.7827 ACRE TRACT OF LAND,
CHAMBERS COUNTY, TEXAS**

A tract of land containing 4.7827 acres out of a 5.907 acre tract of land described as Lot 5 of the Lillie Stockbridge Estate Partition dated February 2, 1960 and recorded in Volume 219, Page 199 et seq of the Deed Records of Chambers County, Texas, and being a part of a 29.6 acre tract of land as described in that certain deed filed May 27, 1936 from J. R. Barber, et al to Lillie Stockbridge and recorded in Volume 53, Page 188 of the Deed Records of Chambers County, Texas. Said tract being also a part of the Henry Griffith League, Abstract 12, Chambers County, Texas.

COMMENCING at an old 2 1/4" Iron Pipe with a 1/2" Iron Rod inside found at the Northwest corner of the above said 29.6 acre tract;

THENCE North 59°08'49" East, along the North line of said 29.6 acre tract, a distance of 778.97 feet to a 1 1/4" Iron Pipe found at the Northwest corner of the above said 5.907 acre tract, for the place of BEGINNING and Northwest corner of the herein described tract;

THENCE North 59°08'49" East, along the North line of said 29.6 acre tract and the North line of said 5.907 acre tract, a distance of 148.50 feet to an old Angle Iron found at the Northeast corner of said 29.6 acre tract and said 5.907 acre tract, for the Northeast corner of the herein described tract;

THENCE South 30°31'49" East, along the East line of said 29.6 acre tract and the East line of said 5.907 acre tract, a distance of 1455.66 feet to a point, for the Southeast corner of the herein described tract;

THENCE South 83°50'06" West, a distance of 160.81 feet to a point in the West line of said 5.907 acre tract, for the Southwest corner of the herein described tract;

THENCE North 30°31'49" West, along the West line of said 5.907 acre tract, a distance of 1388.49 feet to the place of BEGINNING and containing 4.7827 acres of land.

Exhibit "C"
to
Ordinance of the City of Mont Belvieu, Texas
Amending Ordinance 2009-017 to Include Additional Tracts of Land
In a Previously Designated Reinvestment Zone

TRACT 1

Metes and bounds description for a 134.802 acre tract of land being a part of the residue of a 588.2 acre tract land situated in the T. & N.O.R.R. Company Survey, Abstract No. 503, Chambers County, Texas, said 588.2 acre tract being conveyed from Kirby Oil & Gas Co. to J. R. Barber and described as the SECOND TRACT in an instrument recorded in Volume 161, Page 598, Chambers County Deed Records.

Bearing are based on the deed bearing of North 07°20'00" West along the East line of the Southern Pacific Transportation Co. 34.432 acre tract recorded in Volume 399, Page 409, Chambers County Deed Records (C.C.D.R.),

BEGINNING at a 3/4" iron pipe found at the Southeast corner of said 588.2 acre tract of land, same being the common South corner between the T. & N.O.R.R. Survey, A-503 and the C.C.P. Welch Survey, A-489, said 3/4" iron pipe also being in the North line of the Henry Griffith Survey, A-12 same being the North line of the Enterprise Products Co. 19.973 acre tract recorded at film code 97-323-642, Official Public Records of Chambers County, Texas (O.P.R.C.C.);

THENCE South 57°09'09" West, along and with the common line between the T. & N.O.R.R. Survey, A-503 and the Henry Griffith Survey, A-12, at 214.06 feet pass an angle iron found at the Northwest corner of said 19.973 acre tract, same being the Northeast corner of the Enterprise 67.274 acre tract recorded as various tracts in Volume 423, Page 431, C.C.D.R., at 1039.07 feet pass a 1/2" g.i.p. found at the Southeast corner of an Enterprise 200' wide pipeline easement recorded at film code 91-162-177, O.P.R.C.C., at 1139.08 feet pass a 2-1/4" iron pipe found at the Northwest corner of said 67.274 acre tract, in all a total distance of 2556.13 feet to a 5/8" iron rod set at the Southwest corner of this tract and on the lower East line of said Southern Pacific Transportation Co. 34.432 acre tract;

THENCE North 07°20'00" West, along and with the lower East line of said 34.432 acre tract, a distance of 1323.93 feet to a 2" iron pipe found at a corner of said 34.432 acre tract;

THENCE North 37°40'00" East, 70.71 feet to a 2" iron pipe found at a corner of said 34.432 acre tract;

THENCE North 82°40'00" East, as distance of 220.00 feet to a 2" iron pipe found at a corner of said 34.432 acre tract;

THENCE North 07°20'00" West, along and with the upper East line of said 34.432 acre tract, a distance of 3902.28 feet to a 2" iron pipe set at a corner of said 34.432 acre tract and in the West line of a 1.37 acre Coastal Water Authority (C.W.A.) easement recorded in Volume 320, page 162, C.C.D.R.;

THENCE North 32°11'00" West, along and with the common line between said 34.432 acre tract and said 1.37 acre easement, a distance of 625.49 feet to a 5/8" iron rod set in the North line of said 588.2 acre tract, same being the common line between said T.& N.O.R.R. Survey, A-503 and the J.P. Hatcher Survey, A-661;

THENCE North 57°42'03" East, along and with said common Survey line, same being the South line of the residue of a 160 acre tract of land recorded in Volume 41, Page 501, C.C.D.R., a distance of 94.18 feet to the Northeast corner of this tract and the Northeast

corner of said 588.2 acre tract which falls near the centerline of a C.W.A. canal, said point being South 57°42'03" West, 728.09 feet from a 1-1/4" iron pipe found at the Southeast Corner of said J.P. Hatcher Survey, A-661 same being the Southeast corner of said 160 acre residue tract;

THENCE South 32°10'40" East, along the East line of said 588.2 acre tract, same being the East line of said T.& N.O.R.R. Survey, A-503 and the West line of the C.C.P. Welch Survey, A-489, same being the West line of a 68.357 acre tract described as Exhibit "S" and recorded in Volume 219, Page 199, C.C.D.R., at 247.32 feet pass a 5/8" iron rod found 86.9 feet left and in the North line of the Placid Refining Co. 67.980 acre tract described as Tract 3 and recorded in Volume 423, Page 237, C.C.D.R., continuing along the East line of said 67.980 acre tract and the Placid Refining Co. 376.764 acre tract described as Tract 4 in said Volume 423, Page 237, C.C.D.R., for a total distance of 5270.28 feet to the POINT OF BEGINNING and containing 134.802 acres of land.

TRACT 2

Being a tract or parcel containing 3.982 acres (173,453 square feet) of land situated in the T. & N.O.R.R. Co. Survey, Abstract Number 503, Chambers County, Texas; being all of a called 3.982 acre tract conveyed to Lloyd H. Brown, Jr. Trustee, et al as described in deed recorded in Volume 11-1282, Page 269 of the Official Public Record of Chambers County, Texas (O.P.R.C.C.T.); same being all of a called said 4.761 acre tract save and except a called 0.7789 acre tract conveyed to ENTERPRISE PRODUCTS OPERATING L.P. as described in deed recorded in Volume 07-958, Page 168 of the O.P.R.C.C.T. (Bearings herein are oriented to the Texas State Plane Coordinate System, South Central Zone 4204 Geoid 09 as per GPS observations performed by MPH, Inc.):

BEGINNING at a 5/8 inch iron rod found in the west line of a called 5.89 acre tract of land conveyed to Union Pacific Railroad Company (100-foot wide) as described in deed recorded in Volume 450, Page 169 of the Deed Records of Chambers County (C.C.D.R.), Texas, marking the northeast corner of that certain easterly portion of a called 65.209 acre tract conveyed to Mont Belvieu Caverns, LLC as described in deed recorded in Volume 11-1262, Page 48 of the O.P.R.C.C.T., and marking the southeast corner of the aforesaid 4.761 acre tract and the herein described tract, from which a 1/2-inch iron rod found marking the southeast corner of said 65.209 acre tract bears South 07°15'42" East, 699.72 feet;

THENCE, North 86°33'18" West, departing the west line of said Union Pacific Railroad Company 5.89 acre tract, along the north line of said easterly portion of said 65.209 acre tract and the south line of said 4.761 acre tract, at a distance of 141.26 feet passing the northwest corner of said easterly portion of said 65.209 acre tract and the northeast corner of a called 47.669 acre tract of land conveyed to Belvieu Environmental Fuels as described in deed recorded in Volume 92-187, Page 438 of the O.P.R.C.C.T., at a distance of 525.53 feet passing the northwest corner of said 47.669 acre tract, and an easterly corner of the westerly portion of said 65.209 acre tract, continuing a total distance of 625.61 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS #5677 set marking the southwest corner of said 4.761 acre tract and the herein described tract;

THENCE, North 03°26'42" East, along an easterly line of said westerly portion of said 65.209 acre tract, and the west line of said 4.761 acre tract, a distance of 255.38 feet to a 5/8-inch iron rod with a plastic cap stamped "RPLS #5677 set marking the southwest corner of the aforesaid 0.7789 acre tract of land and the northwest corner of the herein described tract;

THENCE, North 86°29'50" East, departing the west line of said 4.761 acre tract, along the south line of said 0.7789 acre tract, a distance of 568.50 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS #5677 set in the west line of the aforesaid 5.89 acre tract, and marking the southeast corner of said 0.7789 acre tract and the northeast corner of the herein described tract;

THENCE, South 07°15'42" East, along the west line of said 5.89 acre tract and the east line of said 4.761 acre tract, a distance of 329.89 feet to the POINT OF BEGINNING and containing 3.982 acres (173,453 square feet) of land. This description is based on the Land Title Survey and plat made by Morris P. Hebert, Inc., dated November 6, 2012, latest revision dated December 10, 2012. MPH Project Number 11078-02.

TRACT 3

Field Notes describing a 117.469 acre tract of land being a part of a 38.72 acre tract situated in the Dan Jergins Survey Abstract No. 599, described as the "Third Tract" and a 588.2 acre tract described as the "Second Tract" situated in the T. & N.O.R.R. Company Survey, Abstract No. 503, Chambers County, Texas, both tracts are described in a Deed from Kirby Oil & Gas Co. to J.R. Barber dated Sept. 13, 1954, and filed for record November 23, 1954 in Volume 161, page 598 et seq of the Chambers County Deed Records.

All bearings referred to herein are based on True North with a theta angle of 02°00'11".

COMMENCING at a 3/4" galvanized iron pipe (g.i.p.) found in the East line of Hatcherville Road and in the centerline of an existing 40 foot wide canal easement granted to Coastal Industrial Water Authority (CIWA) in an instrument recorded in Volume 320, page 162 of the Chambers County Deed Records, and at the Northwest corner of a 43.955 acre tract conveyed by Glenda Del Brown to Enterprise Service Company, as "Exhibit A" of instrument dated April 20, 1978, and recorded in Volume 414, Page 564 et seq of the Chambers County Deed Records; THENCE North 10°17'29" West, along the East line of Hatcherville Road, a distance of 180.62 feet to a 3/4" g.i.p. found at the Northwest corner of a 14.296 acre tract of land conveyed from Glenda Del Brown to Enterprise Products Company, by instrument dated March 30, 1989 and recorded in Volume 73, page 455 of the Official Public Records of Chambers County, said 3/4" g.i.p. being at the Southwest corner and POINT OF BEGINNING of the herein described 117.469 acre tract of land;

THENCE North 10°17'29" West, continuing along and with the East right-of-way of Hatcherville Road a distance of 185.80 feet to a 3/4" g.i.p. set at an angle corner;

THENCE, North 12°47'20" West, continuing along and with the East right-of-way of Hatcherville Road a distance of 1444.49 feet to a 5/8" iron rod set at the Northwest corner of the 117.469 acre tract of land;

THENCE North 59°22'38" East, a distance of 3333.73 feet to 5/8" iron rod set in the West R.O.W. line of the Southern Pacific Railroad (SPRR) and at the Northeast corner of this 117.469 acre tract of land;

THENCE South 05°20'06" East, along and with said West line of the SPRR a distance of 788.55 feet to a corner;

THENCE North 84°37'42" West, at 33.94 feet pass a 5/8" iron rod set for reference, in all a total distance of 559.44 feet to a 5/8" iron rod set;

THENCE South 05°22'18" West, a distance of 150.00 feet to a 5/8" iron rod set;

THENCE South 84°37'42" East, at 591.67 feet pass a 5/8" iron rod set for reference, in all a total distance of 625.61 feet to a corner in the West line of the Southern Pacific Railroad;

THENCE South 05°20'06" East, along and with said West line of the SPRR a distance of 699.72 feet to a 3/4" g.i.p. found at the Northeast corner of said 14.296 acre tract;

THENCE South 59°22'38" West, along a Northerly line of said 14.296 acre tract a distance of 2434.60 feet to a 3/4" g.i.p. found at an angle corner;

THENCE South 59°37'04" West, continuing along a Northerly line of said 14.296 acre tract a distance of 195.80 feet to a 3/4" g.i.p. found at an angle corner;

THENCE South 74°56'11" West, continuing along a Northerly line of said 14.296 acre tract a distance of 438.46 feet to the POINT OF BEGINNING and containing 117.469 acres of land.

TRACT 4

34.432 acres of land, more or less, being 0.099 of an acre of land in the J.P. Hatcher Survey, Abstract No. 661, out of a 160 acre tract conveyed by H.O. Compton to J.R. Barber by deed of record in Vol. 41, page 501 of the Deed Records of Chambers County, Texas; 32.723 acres in the Texas & New Orleans Railroad Company Section No. 1, Abstract No. 503, out of a 572.51 acre tract described as Second Tract in deed from Kirby Oil and Gas Company to J. R. Barber of record in Vol. 161, page 598 of the Deed Records of Chambers County, Texas; and 1.610 acres of land in the Henry Griffith League, Abstract No. 12, out of a 49.56 acre tract and a 66.55 acre tract as conveyed by Kirby Petroleum Company to J. R. Barber by deed of record in Vol. 161, page 602 of the Deed of Records of Chambers County, Texas, said 34.432 acre tract being more particularly described by metes and bounds as follows, using bearings and coordinates which refer to the Texas Plane Coordinate System, South Central Zone, as established by the U.S.C. & G, 1934 and authorized for use by Article 5300a of the revised civil statutes of Texas, to-wit:

BEGINNING at a 2" iron pipe set in the J.P. Hatcher Survey, at a point where the East right of way line of the Southern Pacific Railroad 100 foot right of way intersects the Southwest line of a 1.37 acre tract conveyed to the Coastal Industrial Water Authority by Lula Barber by deed recorded in Vol. 320, page 162 of the Deed Records of Chambers County, Texas; said beginning corner being located North 57° 42' 18" East 403.15 feet along the South line of said Hatcher Survey from a 3" iron pipe found for the Southwest corner of said Survey, and North 07° 20' West 150.10 feet along the East right of way line of said railroad, and said beginning corner being situated 50 feet opposite Railroad centerline station 604+06.79 and has a Texas Plane Coordinate South Central Zone value of X=3,296,217.00 and Y=766,088.23, and said beginning corner being also situated in Latitude 29° 52' 40.664" North and Longitude 94° 54' 32.800" West;

THENCE South 07° 20' 00" East with the East right of way line of the Southern Pacific Railroad, at 150.10 feet crossed the South line of the J.P. Hatcher Survey and the North line of Texas & New Orleans Railroad Company Section No. 1, at a point South 57° 42' 18" West 159.28 feet from the Northeast corner of said Section No. 1 at 3075.04 feet crossed the North line of the Corporate limits of the City of Mont Belvieu, Texas, at 5990.98 feet crossed the South line of T&NO RR CO. Section No. 1, and the North line of the Henry Griffith League, also the North line of aforesaid 49.56 acre tract, at 6262.85 feet crossed the West line of said 49.56 acre tract and East line of said 66.55 acre tract, in all a total distance of 7393.36 feet to a 2" iron pipe set where the East right of way line of the Southern Pacific Railroad intersects the North right of way line of F.M. Highway No. 1942, said 2" iron pipe being 50 feet opposite railroad station 678+00.15, and is situated in Latitude 29° 51' 27.793" North and Longitude 94° 54' 25.002" West, and has a coordinate value as aforesaid of X=3,297,160.61 and Y=738,756.05;

THENCE North 58° 06' East with the North right of way line of F.M. Highway No. 1942, and with a fence a distance of 54.96 feet to a 2" iron pipe set at a point 100 feet opposite railroad centerline station 677+77.30;

THENCE North 07° 20' 00" West parallel with and 100 feet from the centerline of the Southern Pacific Railroad, at 1005.41 feet crossed the East line of the aforesaid 66.55 acre tract and West line of said 49.56 acre tract, at 1403.37 feet crossed the North line of the Henry Griffith League and South line of T&NO RR CO. Section No. 1, in all a total distance of 2727.30 feet to a 2" iron pipe set 100 feet opposite Railroad centerline station

650+50;

THENCE North 37° 40' East a distance of 70.71 feet to a 2" iron pipe set 150 feet opposite Railroad centerline station 650+00;

THENCE North 82° 40' East a distance of 220 feet to a 2" iron pipe set 370 feet opposite Railroad centerline station 650+00;

THENCE North 07° 20' 00" West parallel with and 370 feet opposite the centerline of the Southern Pacific Railroad right of way, at 1670.83 feet crossed the North line of the Corporate Limits of the City of Mont Belvieu, Texas, in all a total distance of 3902.28 feet to a 2" iron pipe set in the Southwest line of aforesaid Coastal Industrial Water Authority's 1.37 acre tract, and being 370 feet opposite Railroad centerline station 610+97.72;

THENCE North 32° 11' West with the Southwest line of said 1.37 acre tract, at 625.36 feet crossed the North line of T&NO RR CO. Section No. 1, and South line of the J.P. Hatcher Survey, in all a total distance of 761.43 feet to the place of BEGINNING, containing within said boundaries, 34.432 acres of land, there being 0.099 of an acre in the J.P. Hatcher Survey, 32.723 acres in the T&NO RR CO. Section No. 1, and 1.610 acres in the Henry Griffith League.

EXHIBIT 2

LOCATION OF QUALIFIED INVESTMENT/QUALIFIED PROPERTY

All Qualified Property owned by the Applicant and located within the boundaries of both All Qualified Property owned by the Applicant and located within the boundaries of both the Barbers Hill Independent School District and the Reinvestment Zone originally created on June 22, 2009 by action of the City Council of the City of Mont Belvieu, Texas in adopting *City of Mont Belvieu Ordinance No. 2009-017* as amended by *City of Mont Belvieu Ordinance No. 2013-021* on August 26, 2013, and by *City of Mont Belvieu Ordinance No. 2013-035* on November 13, 2013.

A map of the above described Reinvestment Zone is attached to **EXHIBIT 1**.

Specifically, all Qualified Property of the Applicant described in its Application in Comptroller's File No. 349 which is located within the boundaries on the map and/or chart attached to **EXHIBIT 1** is included.

EXHIBIT 3

DESCRIPTION OF THE APPLICANT'S QUALIFIED INVESTMENT/QUALIFIED PROPERTY

The proposed project will consist of a new unit employed in a new gasoline manufacturing unit using the UOP Minal technology. The plant components will consist of:

- Reactors
- Product Injection and Metering
- Drain System
- Water wash system
- Catalyst impregnation system
- Merox plus Make-up system
- Ancillary tanks
- Reverse Osmosis system
- Air compressor system

New Degassing Unit List of Improvements and Plant Components

- Dehydration
- Pre-coolers
- Low-stage chiller and refrigeration
- Defrost system
- Vapor Recovery system
- Flash tanks
- Instrumentation
- Two 1500 HP pumps
- Associated electrical infrastructure (transformer, switchgear, breakers, MCC, etc.)

The facility will also require a relatively small amount of personal property. All of the property for which the Applicant is seeking a limitation on appraised value will be owned by the Applicant or a valid assignee pursuant to this Agreement.