Attachment A

Application

April 4, 2013

Superintendent Randy Miksch
Sweeny Independent School District
1310 North Elm Street
Sweeny, Texas 77480-1399

RE: Application to the Sweeny ISD from Chevron Phillips Chemical Company
Comptroller Application No. 239

Superintendent Miksch,

As you know, Chevron Phillips Chemical Company LP submitted an application for appraised value limitation on qualified property to the Sweeny Independent School District on June 11, 2012. The first qualifying time year of the project would be 2017. The Board voted to accept the application on July 10, 2012. On October 9, 2012, the Texas Comptroller of Public Accounts issued a positive recommendation for the project. The Board has voted to grant an extension of time to Chevron Phillips Chemical Company, LP in accordance with Tex. Tax Code § 313.025(b), for final action upon the pending application until April 30, 2013.

However, upon further review of the economics of the project, Chevron Phillips Chemical Company LP wishes to formally withdraw the application, Comptroller Application No. 239. Chevron Phillips Chemical Company LP has determined that a single application for the entire project does not provide sufficient flexibility in terms of financing and construction of the project. To that end, Chevron Phillips Chemical Company LP will be submitting two new applications to the District.

Please note, no construction has begun at the project site as of the date of this letter, and the qualifying time period has not begun.

As no action was taken on the Application, Chevron Phillips Chemical Company LP respectfully requests that all confidential materials submitted with the application remain confidential. The District should withhold those documents from public release unless directed to release the documents by a ruling from the Attorney General.

Further, Chevron Phillips Chemical Company LP asks that you hold the $75,000 application fee in trust pending the submittal of the new applications to the District.

Sincerely,

Chaney Moore
Real Estate & Property Tax Manager
Authorized Business Representative

Application for Appraised Value Limitation on Qualified Property
(Tax Code, Chapter 313, Subchapter B or C)

Form 50-296
(Revised May 2010)

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 Web site. 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 Web site to find out more about the program at http://www.window.state.tx.us/taxinfo/proptax/hb1200/index.html. 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: April 4, 2013

First Name	Last Name
Randy	Miksch

Title: Superintendent

School District Name: Sweeny ISD

Street Address: 1310 N Elm Street

Mailing Address: 1310 N Elm Street

City	State	ZIP
Sweeny	Texas	77480

Phone Number	Fax Number
979-491-8000	979-491-8030

Mobile Number (optional)	E-mail Address
	rmiksch@ .sweenyisd.org

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	Last Name
Dan	Casey

Title
Partner

Firm Name
Moak, Casey & Associates

Street Address
400 W. 15th Street, Suite 1410

Mailing Address
Same

City	State	ZIP
Austin	Texas	78701-1648

Phone Number	Fax Number
512-485-7878	512-485-7888

Mobile Number (Optional)	E-mail Address
	dcasey@moakcasey.com

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
Ray Wilson	4/9/2013

Has the district determined this application complete? ☑ Yes ☐ No

If yes, date determined complete. April 4, 2013

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	

APPLICANT INFORMATION - CERTIFICATION OF APPLICATION

Authorized Business Representative (Applicant)

First Name	Last Name
Chaney	Moore

Title
Real Estate & Property Tax Manager

Organization
Chevron Phillips Chemical Company LP

Street Address
10001 Six Pines Drive, Suite 7056B

Mailing Address
same

City	State	ZIP
The Woodlands	Texas	77380

Phone Number	Fax Number
832-813-4713	832-813-4174
Mobile Number (optional)	Business e-mail Address
	moorch@cpchem.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. ☐ Yes ☑ No

Will consultant be primary contact? ☐ 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
	4-9-13

GIVEN under my hand and seal of office this 9th day of April, 2013

TOMMYE A. HEINROTH
MY COMMISSION EXPIRES
October 2, 2016

Tommye A. Heinroth
Notary Public, State of Texas

(Notary Seal)

My commission expires 10/02/2016

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

Chevron Phillips Chemical Company LP

Texas Taxpayer I.D. Number of entity subject to Tax Code, Chapter 171 *(11 digits)*

17315877120

NAICS code

325110

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.

Plemons-Stinnett-Phillips CISD---2007

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 Partnership

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.)

ELIGIBILTY UNDER TAX CODE CHAPTER 313.024

Are you an entity to which Tax Code, Chapter 171 applies? ☑ 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 ☑ Yes ☐ No

(2) research and development ☐ Yes ☑ No

(3) a clean coal project, as defined by Section 5.001, Water Code ☐ Yes ☑ No

(4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code ☐ Yes ☑ No

(5) renewable energy electric generation ☐ Yes ☑ No

(6) electric power generation using integrated gasification combined cycle technology ☐ Yes ☑ No

(7) nuclear electric power generation ☐ Yes ☑ 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 ☑ No

Are you requesting that any of the land be classified as qualified investment? ☐ Yes ☑ No

Will any of the proposed qualified investment be leased under a capitalized lease? ☐ Yes ☑ No

Will any of the proposed qualified investment be leased under an operating lease? ☐ Yes ☑ No

Are you including property that is owned by a person other than the applicant? ☐ Yes ☑ 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 ☑ 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 Attached Exhibit " A "

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

See Attached Exhibit " A "

PROJECT CHARACTERISTICS (CHECK ALL THAT APPLY)

☑ New Jobs ☑ Construct New Facility ☐ New Business / Start-up ☐ Expand Existing Facility

☐ Relocation from Out-of-State ☐ Expansion ☑ Purchase Machinery & Equipment

☐ Consolidation ☐ Relocation within Texas

PROJECTED TIMELINE

Begin Construction 2014 Begin Hiring New Employees 2015

Construction Complete 2017 Fully Operational 2017

Purchase Machinery & Equipment 2013----2017

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)? ☑ 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? 2017

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.)

Abatements have been approved by Brazoria County,Sweeny Hospital District, and Port Freeport,

THE PROPERTY

Identify county or counties in which the proposed project will be located: Brazoria

Central Appraisal District (CAD) that will be responsible for appraising the property: Brazoria County Appraisal District

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: Brazoria (100%) (Name and percent of project)

City: n/a (Name and percent of project)

Hospital District: Sweeny Hospital District (100%) (Name and percent of project)

Water District: West Brazoria County Drainage District # 11 (100%) (Name and percent of project)

Other (describe): Brazoria County Emergency District #2 (100%) (Name and percent of project)

Other (describe): Port Freeport (100%) Road & Bridge Fund (100%) (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.

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 Web site at **www.window.state.tx.us/taxinfo/proptax/hb1200/values.html**.

At the time of application, what is the estimated minimum qualified investment required for this school district? $30,000,000

What is the amount of appraised value limitation for which you are applying? $30,000,000

What is your total estimated *qualified* investment? $636,600,000

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 2013

What is the anticipated date of the beginning of the qualifying time period? January 2, 2016

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? 636,600,000

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

Investment will be both on leased and owned land.

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. See attached Exhibit "B" (Market Value) 2011 (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 2013 (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?

Three thousand Four hundred seventy one (3,471)

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 55 estimated

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? 46 estimated

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 *http://www.window.state.tx.us/taxinfo/proptax/hb1200/values.html)*

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 Web site. 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).

110% of the county average weekly wage for all jobs (all industries) in the county is $995.78

110% of the county average weekly wage for manufacturing jobs in the county is $1,939.85

110% of the county average weekly wage for manufacturing jobs in the region is $1,136.08

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

☐ §313.021(5)(A) or ☐ §313.021(5)(B) or ☐ §313.021(3)(E)(ii), or ☑ §313.051(b)?

What is the estimated minimum required annual wage for each qualifying job based on the qualified property? $59,076

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? $59,076

Will 80% of all new jobs created by the owner be qualifying jobs as defined by 313.021(3)? ☑ Yes ☐ No

Will each qualifying job require at least 1,600 of work a year? ☑ Yes ☐ No

Will any of the qualifying jobs be jobs transferred from one area of the state to another? ☐ Yes ☑ No

Will any of the qualifying jobs be retained jobs? ☐ Yes ☑ No

Will any of the qualifying jobs be created to replace a previous employee? ☐ Yes ☑ No

Will any required qualifying jobs be filled by employees of contractors? ☐ Yes ☑ 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? ☑ Yes ☐ No

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

See Exhibit "A"

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? ☑ Yes ☐ No

Is Schedule B completed and signed for all years and attached? ☑ Yes ☐ No

Is Schedule C (Application) completed and signed for all years and attached? ☑ Yes ☐ No

Is Schedule D completed and signed for all years and attached? ☑ 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	N/A
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	N/A
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	N/A
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	N/A
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.**

EXHIBIT "A"

Project Description—The project provides for the design and construction of one (1) polyethylene unit, related utility, infrastructure and logistics improvements, laboratory and a rail storage yard. The plant will manufacture polyethylene resin which is used in products such as plastic pipe, merchandise bags, milk jugs, food and beverage containers, household chemical and detergent bottles, pails, and drums.

Construction is proposed to commence in 2014 with completion estimated for the SIT Yard to be 2016 and the PE unit estimated completion in 2017.

The proposed improvements for which the tax limitation is sought will include one (1) polyethylene unit, rail car SIT yard, rail car interchange track, rail car wash bay, rail car staging track, rail car transload track, laboratory and laboratory equipment, rail spurs, along with all process auxiliaries including but not limited to packaged systems, blowers and fans, dryers, furnaces, heat exchangers, electrical heaters, cyclones and screens, mixers, feeders, extruders, rotary valves, vessels, reactors, scales, trolleys and hoists pipe ways, utility service lines, raw material pipelines, storage tanks, compressors, drums, heat exchangers, pumps, filters piping, insulation, electrical switchgear, transformers, instrumentation equipment, equipment and structural foundations and supports, control equipment and facilities, warehouses, raw material and utility distribution improvements, flare, shipping facility improvements, inter-plant piping, other chemical processing equipment, modifications, tie-ins, upgrades and revamps to existing facilities, air compressors, electrical sub-stations, road improvements, rail spurs, utilities (including all lines), flares, tankage, pipe connections, cooling towers, waste water units, control, administration and other plant buildings, water and sewer treatment facilities, railroad and truck racks, NGL expansion, rail car loading and cleaning equipment, fire prevention and safety equipment, any other tangible personal property utilized in the process, storage, quality control, shipping, waste management and general operation of the polyethylene unit and rail operations, and any other infrastructure additions, upgrades and modifications related to the polyethylene unit and rail operations.

Chevron Phillips Chemical Company LP respectfully requests the appraised value limitation to all apply to all of the Proposed Improvements.

Ability to Relocate---Chevron Phillips Chemical Company LP is a leading chemicals and plastics manufacturer that provides products worldwide to many essential consumer markets. Chevron Phillips' global manufacturing presence provides substantial flexibility in plant locations.

Benefits---

Savings & Pension Plan:

Participation in a Company-paid Pension Plan

A Company match on eligible contributions to the 401(k) Savings Plan — up to 6% of your pay — at 75¢ on the dollar.

Profit-sharing contributions (based on the Company's performance) to the 401(k) Savings Plan.

Health Care Benefits:

Include medical, dental, prescription drug and mental health coverage. Employee and the Company share the cost of coverage. The amount of employee contribution will depend on the plan options selected and the dependents covered.

Income & Survivor Protection:

Company Paid

- Basic Life Insurance (82% paid by company, 18% employee)
- Basic Accidental Death and Personal Loss (AD&PL) Insurance
- Occupational AD&PL Insurance
- Business Travel Accident Insurance

Voluntary Programs

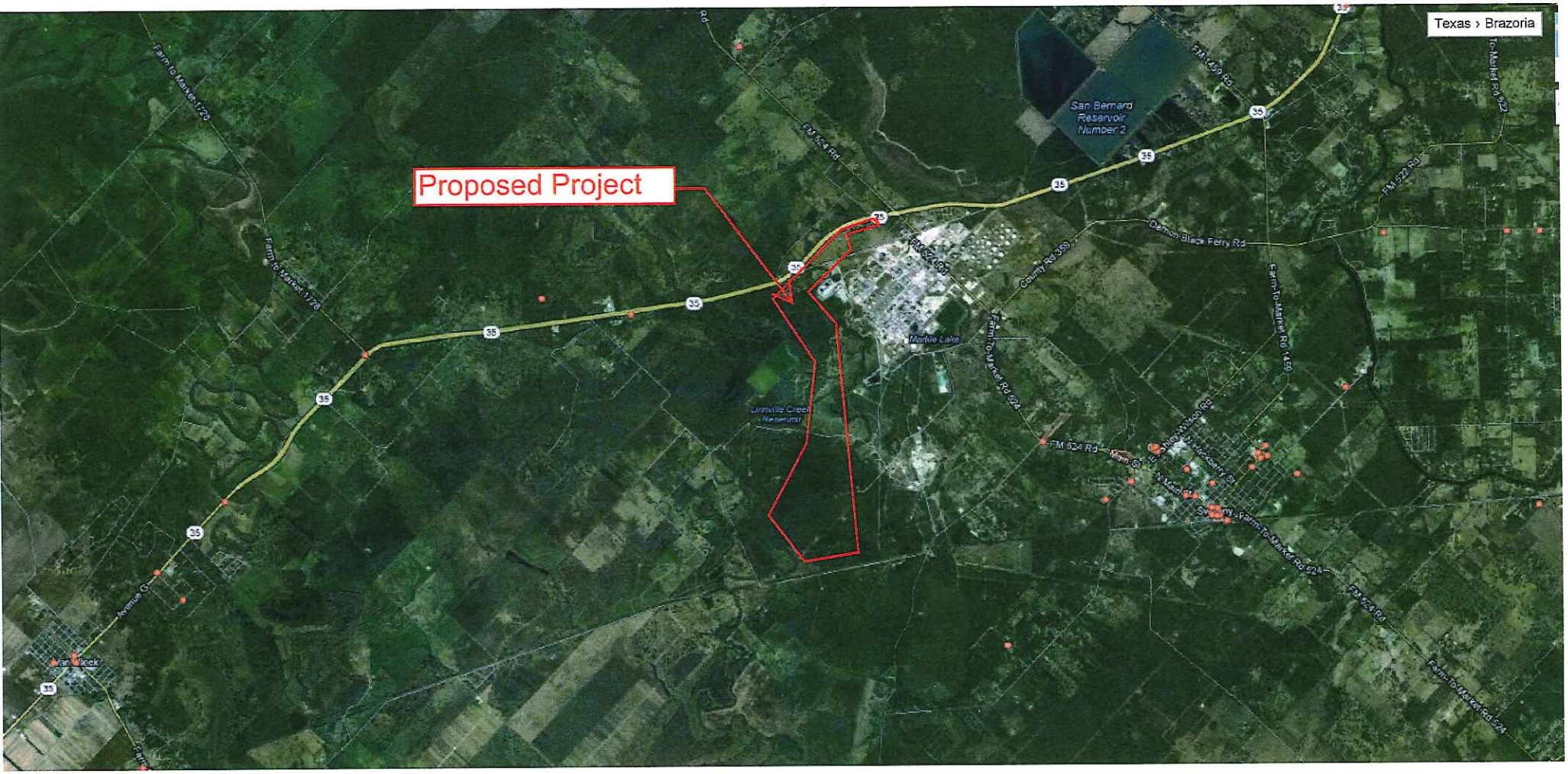
- Supplemental Life Insurance
- Spouse Life Insurance
- Dependent Child Life Insurance
- Supplemental AD&PL Insurance
- Long-Term Disability Insurance

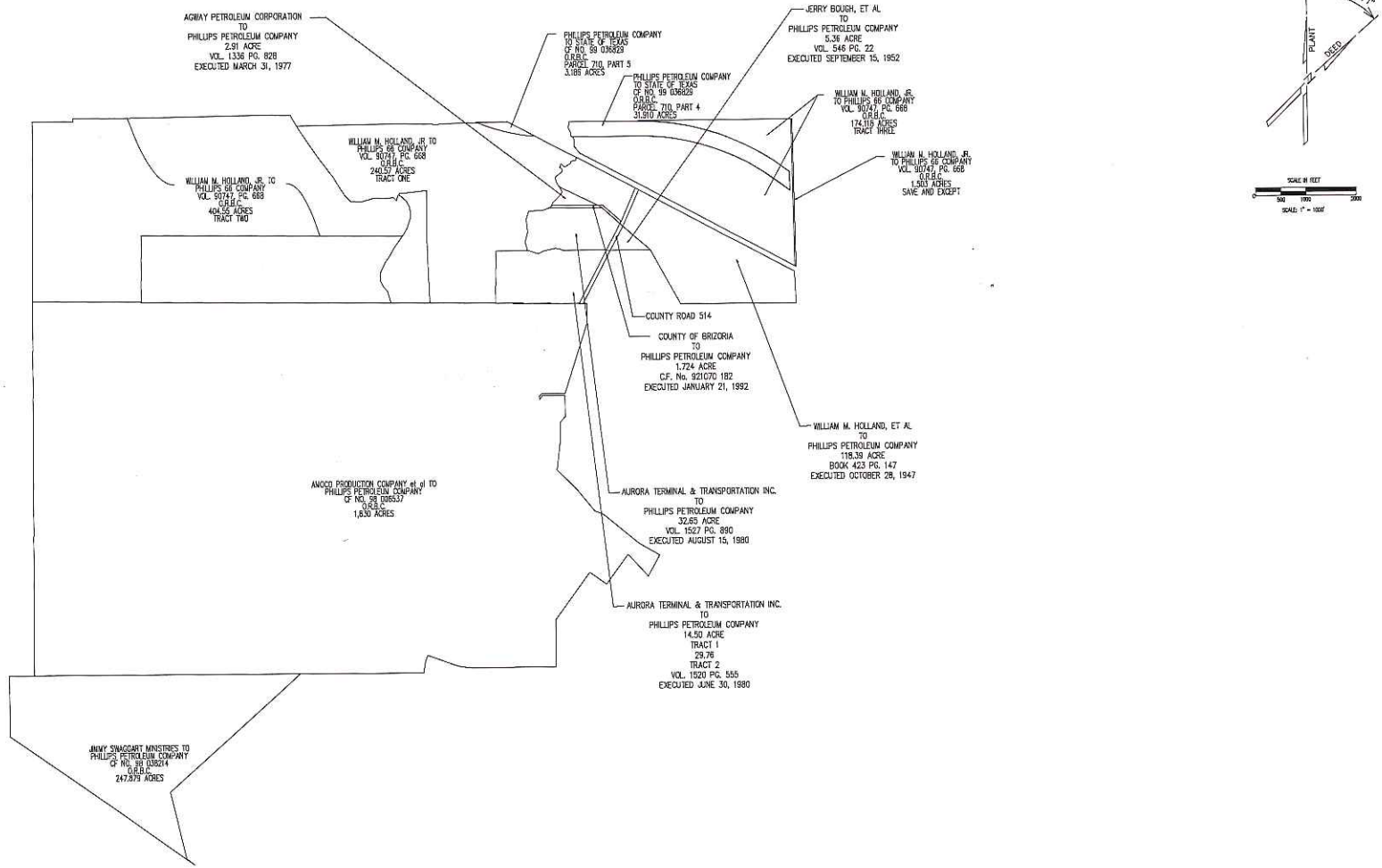
Description of Qualified Investment and Qualified Property

The project provides for the design and construction of one (1) polyethylene unit, related utility, infrastructure and logistics improvements, laboratory and a rail storage yard.

The proposed improvements for which the tax limitation is sought will include one (1) polyethylene unit, rail car SIT yard, rail car interchange track, rail car wash bay, rail car staging track, rail car transload track, laboratory and laboratory equipment, rail spurs, along with all process auxiliaries including but not limited to packaged systems, blowers and fans, dryers, furnaces, heat exchangers, electrical heaters, cyclones and screens, mixers, feeders, extruders, rotary valves, vessels, reactors, scales, trolleys and hoists pipe ways, utility service lines, raw material pipelines, storage tanks, compressors, drums, heat exchangers, pumps, filters piping, insulation, electrical switchgear, transformers, instrumentation equipment, equipment and structural foundations and supports, control equipment and facilities, warehouses, raw material and utility distribution improvements, flare, shipping facility improvements, inter-plant piping, other chemical processing equipment, modifications, tie-ins, upgrades and revamps to existing facilities, air compressors, electrical sub-stations, road improvements, rail spurs, utilities (including all lines), flares, tankage, pipe connections, cooling towers, waste water units, control, administration and other plant buildings, water and sewer treatment facilities, railroad and truck racks, NGL expansion, rail car loading and cleaning equipment, fire prevention and safety equipment, any other tangible personal property utilized in the process, storage, quality control, shipping, waste management and general operation of the polyethylene unit and rail operations, and any other infrastructure additions, upgrades and modifications related to the polyethylene unit and rail operations.

The qualified investment and qualified property will also include any other necessary equipment to construct a fully functioning manufacturing plant and rail yard.


Texas › Brazoria
Proposed Project
San Bernard Reservoir Number 2
Farm to Market 1728
FM 524 Rd
Demon Black Ferry Rd
County Rd 359
Farm-To-Market Rd 524
FM 522 Rd
Farm-To-Market Rd 1459
Farm-To-Market Rd 522
Farm-To-Market Rd 524
Avenue G
Van Vleck
35



NO.	REVISION	BY CHKD	DATE APP'D	NO.	REVISION	BY CHKD	DATE APP'D
1.				4.			
2.				5.			
3.							

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 – 7300

ISSUED FOR BIDS	
ISSUED FOR APPR	
DATE OF PHOTOGRAPHY	
DRAWN	BWP
CHECKED	MB
APP'D	WS

PHILLIPS PETROLEUM COMPANY
BARTLESVILLE, OKLAHOMA

SWEENY REFINERY AREA
OWNERSHIP MAP

MATAGORDA COUNTY & BRAZORIA COUNTY, TEXAS

JA NO.	FILE CODE
AFE NO.	SCALE 1" = 1000'
DWG NO.	
SH NO.	SHEET 1 OF 1

Job No.: QM186

DWG Saved by Edward on

Description of Land and Existing Land Improvements

The land that the project will be placed on is comprised of 10 separate tracts. The tracts comprise the reinvestment zone and are out of abstracts numbers 119, 380 and 76, Brazoria County, Texas.

These tracts are owned by Chevron Phillips and Phillips 66. The attached deeds describe the property in more detail. There are no improvements on the land where the project will be placed.

BRAZORIA COUNTY APPRAISAL DISTRICT
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES
AS OF JANUARY 1, 2011

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: February 24, 2012

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2011, for property of **"CHEVRON PHILLIPS CHEMICAL CO. & CONOCO/PHILLIPS COMPANY"** described in Exhibit "A" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY ACCOUNT(S).	APPRAISED VALUE(S)

Values did not change in 2012.

LAND ACCOUNT(S)

0119-0030-000	$473,020
0119-0030-100*	$355,520
1336-0099-110	$619,700
7435-0001-000**	$3,844,700

IMPROVEMENT ACCOUNT(S)

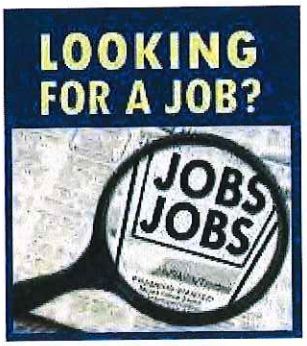
Certified this 24TH day of February, 2012.

Land = *0119-0030-100 - $9,960 (Ag Value)
**7435-0001-000 - $525,320 (Ag Value)

BRAZORIA COUNTY APPRAISAL DISTRICT

Cheryl Evans

Cheryl Evans, Chief Appraiser



Quarterly Employment and Wages (QCEW)

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Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2011	1st Qtr	Brazoria County	Total All	31	2	31-33	Manufacturing	$2,083
2011	3rd Qtr	Brazoria County	Total All	31	2	31-33	Manufacturing	$1,658
2012	1st Qtr	Brazoria County	Total All	31	2	31-33	Manufacturing	$1,928
2011	4th Qtr	Brazoria County	Total All	31	2	31-33	Manufacturing	$1,699
2011	2nd Qtr	Brazoria County	Total All	31	2	31-33	Manufacturing	$1,711
2012	2nd Qtr	Brazoria County	Total All	31	2	31-33	Manufacturing	$1,801
2012	3rd Qtr	Brazoria County	Total All	31	2	31-33	Manufacturing	$1,626
2011	3rd Qtr	Brazoria County	Total All	00	0	10	Total, All Industries	$898
2011	1st Qtr	Brazoria County	Total All	00	0	10	Total, All Industries	$920
2011	2nd Qtr	Brazoria County	Total All	00	0	10	Total, All Industries	$868
2012	1st Qtr	Brazoria County	Total All	00	0	10	Total, All Industries	$937
2011	4th Qtr	Brazoria County	Total All	00	0	10	Total, All Industries	$909
2012	2nd Qtr	Brazoria County	Total All	00	0	10	Total, All Industries	$899
2012	3rd Qtr	Brazoria County	Total All	00	0	10	Total, All Industries	$876

2011 Manufacturing Wages by Council of Government Region
Wages for All Occupations

COG	Wages	
	Hourly	Annual
Texas	**$22.89**	**$47,610**
1. Panhandle Regional Planning Commission	$19.32	$40,196
2. South Plains Association of Governments	$16.45	$34,210
3. NORTEX Regional Planning Commission	$18.14	$37,733
4. North Central Texas Council of Governments	$24.03	$49,986
5. Ark-Tex Council of Governments	$16.52	$34,366
6. East Texas Council of Governments	$18.27	$37,995
7. West Central Texas Council of Governments	$17.76	$36,949
8. Rio Grande Council of Governments	$15.69	$32,635
9. Permian Basin Regional Planning Commission	$21.32	$44,349
10. Concho Valley Council of Governments	$15.92	$33,123
11. Heart of Texas Council of Governments	$18.82	$39,150
12. Capital Area Council of Governments	$26.46	$55,047
13. Brazos Valley Council of Governments	$15.71	$33,718
14. Deep East Texas Council of Governments	$15.48	$32,207
15. South East Texas Regional Planning Commission	$28.23	$58,724
16. Houston-Galveston Area Council	$25.82	$53,711
17. Golden Crescent Regional Planning Commission	$20.38	$42,391
18. Alamo Area Council of Governments	$18.00	$37,439
19. South Texas Development Council	$13.85	$28,806
20. Coastal Bend Council of Governments	$22.35	$46,489
21. Lower Rio Grande Valley Development Council	$15.08	$31,365
22. Texoma Council of Governments	$20.76	$43,190
23. Central Texas Council of Governments	$16.17	$33,642
24. Middle Rio Grande Development Council	$13.65	$28,382

Source: Texas Occupational Employment and Wages
Data published: July 2012
Data published annually, next update will be summer 2013

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.

Calculations of wages information - Based on Most Recent Data Available

110% of County Average Weekly Wage for all Jobs

Year	Period	Wage
2012	1st Qtr	937
2012	2nd Qtr	899
2012	3rd Qtr	876
2011	4th Qtr	909

905.25 average weekly salary
X1.1 (110%)
$ 995.78 110% of County Average Weekly Wage for all jobs

110% of County Average Weekly Wage manufacturing jobs

Year	Period	
2012	1st Qtr	1928
2012	2nd Qtr	1801
2012	3rd Qtr	1626
2011	4th Qtr	1699

1763.5 average weekly salary
X1.1 (110%)
$ 1,939.85 110% of County Average Weekly Wage for manufacturing jobs

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

25.82 per hour
X40 hours per week
$1,032.80 average weekly salary
X1.1 (110%)
$ 1,136.08
X 52 Weeks
$ 59,076.16 110% of county average weekly wage for all manufacturing jobs in region

Schedule A (Rev. May 2010): Investment

Applicant Name Chevron Phillips Chemical Company

ISD Name Sweeny ISD

Form 50-296

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	Column A: Tangible Personal Property The amount of new 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)								
	Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property)								
	Investment made after final board approval ofapplication and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)		2013--2014	2013	38,250,000	0	38,250,000	This spending represents engineering and long term delivery of equipment	
			2014--2015	2014	141,900,000	870,000	142,770,000		
			2015--2016	2015	228,660,000	3,480,000	232,140,000		
			2016-2017	2016	180,240,000	20,010,000	200,250,000		
	Complete tax years of qualifying time period	1	2017-2018	2017	23,190,000	0	23,190,000		
		2	2018-2019	2018	0	0	0		
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3	2019-2020	2019					
		4	2020-2021	2020					
		5	2021-2022	2021					
		6	2022-2023	2022					
		7	2023-2024	2023					
		8	2023-2025	2024					
		9	2025-2026	2025					
		10	2026-2027	2026					
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2027-2028	2027					
		12	2028-2029	2028					
		13	2029-2030	2029					
Post- Settle-Up Period		14	2030-2031	2030					
Post- Settle-Up Period		15	2031-2032	2031					

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.

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)-(C).
For the purposes of investment, please list amount invested each year, not cumulative totals.
[For the years outside the qualifying time period, this number should simply represent the planned investment in tangible personal property].
Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period.

Column B: 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).
For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings.

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 those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

2-28-13

DATE

Schedule B (Rev. May 2010): Estimated Market And Taxable Value

Applicant Name

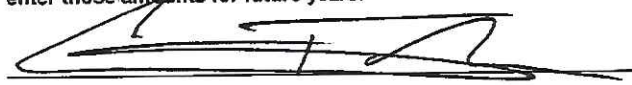
ISD Name

Form 50-296

					Qualified Property			Reductions from Market Value	Estimated Taxable Value	
		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	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"	Exempted Value	Final taxable value for I&S - after all reductions	Final taxable value for M&O--after all reductions
		pre- year 1	2013-2014	2013	390,000	0	0	0	390,000	0
		pre- year 1	2014-2015	2014	390,000	0	0	0	390,000	0
		pre-year 2	2015-2016	2015	390,000	450,000	48,000,000	0	48,840,000	48,840,000
		pre-year 3	2016-2017	2016	390,000	1,800,000	159,810,000	3,810,000	158,190,000	158,190,000
	Complete tax years of qualifying time period	1	2017-2018	2017	390,000	12,180,000	311,400,000	7,800,000	316,170,000	316,170,000
		2	2018-2019	2018	390,000	24,360,000	621,984,000	15,600,000	631,134,000	631,134,000
	Value Limitation Period	3	2019-2020	2019	390,000	23,385,600	597,104,640	14,976,000	605,904,240	30,000,000
Tax Credit Period (with 50% cap on credit)		4	2020-2021	2020	390,000	22,450,176	573,220,454	14,376,960	581,683,670	30,000,000
		5	2021-2022	2021	390,000	21,552,169	550,291,636	13,801,882	558,431,924	30,000,000
		6	2022-2023	2022	390,000	20,690,082	528,279,971	13,249,806	536,110,247	30,000,000
		7	2023-2024	2023	390,000	19,862,479	507,148,772	12,719,814	514,681,437	30,000,000
		8	2023-2025	2024	390,000	19,067,980	486,862,821	12,211,022	494,109,779	30,000,000
		9	2025-2026	2025	390,000	18,305,261	467,388,308	11,722,581	474,360,988	30,000,000
		10	2026-2027	2026	390,000	17,573,050	448,692,776	11,253,677	455,402,149	30,000,000
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2027-2028	2027	390,000	16,870,128	430,745,065	10,803,530	437,201,663	437,201,663
		12	2028-2029	2028	390,000	16,195,323	413,515,262	10,371,389	419,729,196	419,729,196
		13	2029-2030	2029	390,000	15,547,510	396,974,652	9,956,534	402,955,628	402,955,628
Post- Settle-Up Period		14	2030--2031	2030	390,000	14,925,610	381,095,666	9,558,272	386,853,003	386,853,003
Post- Settle-Up Period		15	2031--2032	2031	390,000	14,328,585	365,851,839	9,175,941	371,394,483	371,394,483

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.



SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

2-28-13

DATE

Schedule C- Application: Employment Information

Applicant Name
ISD Name

Form 50-296

					Construction		New Jobs		Qualifying Jobs	
		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Column A: Number of Construction man-hours	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	2013-2014	2013						
		pre-year 2	2014-2015	2014	375,855	59,144	0	0	0	0
		pre- year 3	2015-2016	2015	605,660	60,918	0	0	0	0
		pre-year 4	2016-2017	2016	477,408	62,746	24	$85,000	18	$85,000
	Complete tax years of qualifying time period	1	2017-2018	2017	61,424	64,628	55	$87,550	46	$87,550
		2	2018-2019	2018			55	$90,177	46	$90,177
	Value Limitation Period	3	2019-2020	2019			55	$92,882	46	$92,882
Tax Credit Period (with 50% cap on credit)		4	2020-2021	2020			55	$95,668	46	$95,668
		5	2021-2022	2021			55	$98,538	46	$98,538
		6	2022-2023	2022			55	$101,494	46	$101,494
		7	2023-2024	2023			55	$104,539	46	$104,539
		8	2024-2025	2024			55	$107,675	46	$107,675
		9	2025-2026	2025			55	$110,906	46	$110,906
		10	2026-2027	2026			55	$114,233	46	$114,233
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2027-2028	2027			55	$117,660	46	$117,660
		12	2028-2029	2028			55	$121,190	46	$121,190
		13	2029-2030	2029			55	$124,825	46	$124,625
Post- Settle-Up Period		14	2030-2031	2030			55	$128,570	46	$128,570
Post- Settle-Up Period		15	2031-2032	2031			55	$132,427	46	$132,427

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 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.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

2-28-13

DATE

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

Applicant Name

ISD Name

Form 50-296

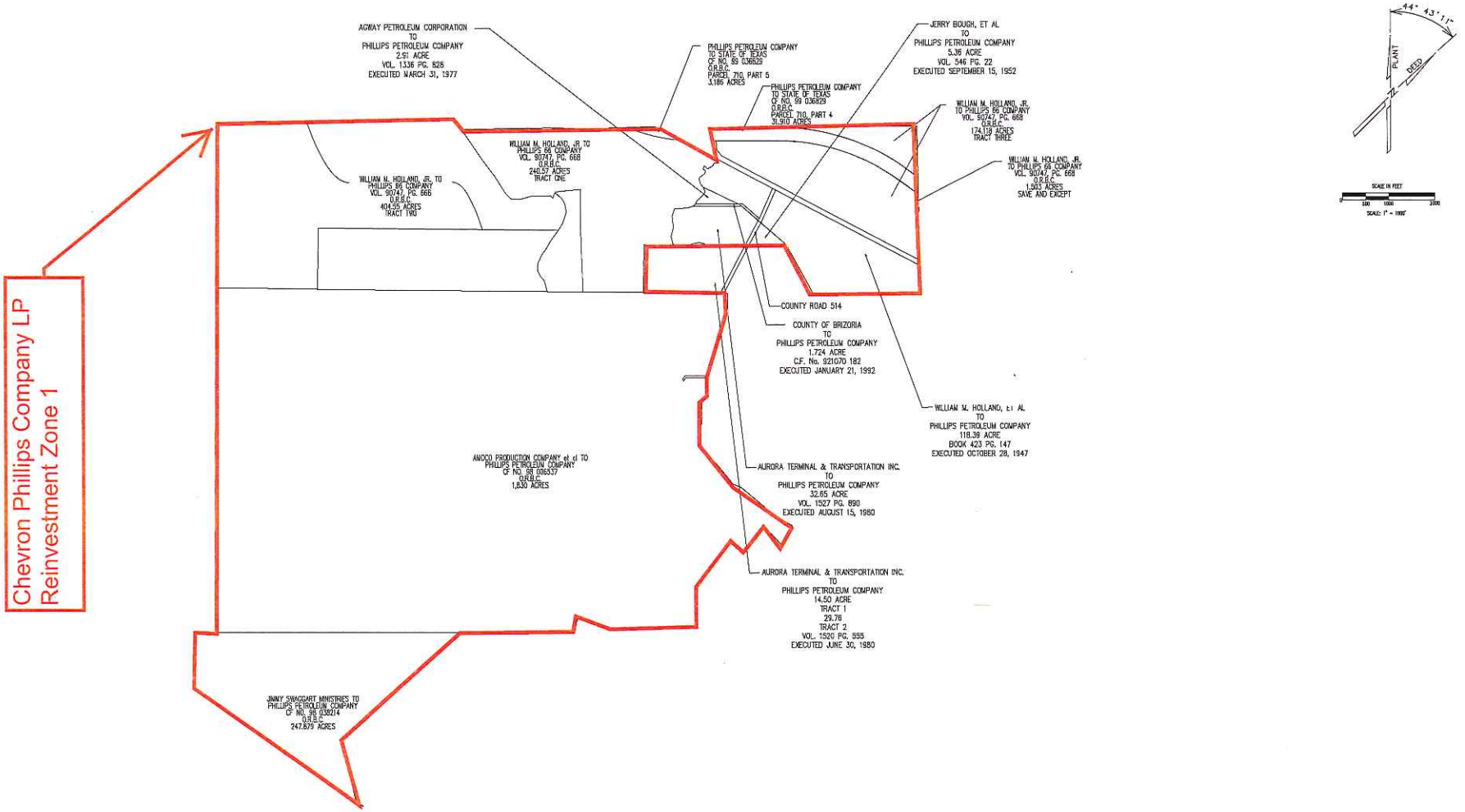
					Sales Tax Information		Franchise Tax	Other Property Tax Abatements Sought			
					Sales Taxable Expenditures		Franchise Tax	County	City	Hospital	Other
		Year	School Year (YYYY-YYYY)	Tax/ Calendar Year YYYY	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)			2013--2014	2013	8,309,974	29,940,026	0	0%	0%	0%	0%
			2014-2015	2014	30,827,568	111,072,432	0	0%	0%	0%	0%
			2015-2016	2015	41,673,399	186,986,601	0	0%	0%	0%	0%
			2016-2017	2016	32,848,710	147,391,290	0	0%	0%	0%	0%
	Complete tax years of qualifying time period	1	2017-2018	2017	11,994,828	11,195,172	17	100%	0%	100%	100%
		2	2018-2019	2018	2,460,600	2,296,200	653,400	100%	0%	100%	100%
	Value Limitation Period	3	2019-2020	2019	2,509,800	2,342,400	693,000	100%	0%	100%	100%
Tax Credit Period (with 50% cap on credit)		4	2020-2021	2020	2,559,600	2,389,200	641,400	100%	0%	100%	100%
		5	2021-2022	2021	2,611,200	2,436,000	611,400	100%	0%	100%	100%
		6	2022-2023	2022	2,334,600	2,179,200	589,800	100%	0%	100%	100%
		7	2023-2024	2023	2,381,400	2,223,000	431,400	100%	0%	100%	100%
		8	2024-2025	2024	2,429,400	2,267,400	559,200	100%	0%	100%	100%
		9	2025-2026	2025	2,478,000	2,312,400	559,200	100%	0%	100%	100%
		10	2026-2027	2026	2,527,200	2,358,600	515,400	100%	0%	100%	100%
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2027-2028	2027	2,260,200	2,109,600	516,000	0%	0%	0%	0%
		12	2028-2029	2028	2,305,200	2,151,600	346,200	0%	0%	0%	0%
		13	2029-2030	2029	2,351,400	2,194,800	503,400	0%	0%	0%	0%
Post- Settle-Up Period		14	2030--2031	2030	2,398,200	2,238,600	492,000	0%	0%	0%	0%
Post- Settle-Up Period		15	2031--2032	2031	2,398,200	2,238,600	492,000	0%	0%	0%	0%

*For planning, construction and operation of the facility.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

2-28-13

DATE



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
		CHKD	APP'D			CHKD	APP'D
1.				4.			
2.				5.			
3.							

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

ISSUED FOR BIDS	
ISSUED FOR APPR	
DATE OF PHOTOGRAPHY	
DRAWN	BWP
CHECKED	MB
APP'D	WC

PHILLIPS PETROLEUM COMPANY
BARTLESVILLE, OKLAHOMA

SWEENY REFINERY AREA
OWNERSHIP MAP

MATAGORDA COUNTY & BRAZORIA COUNTY, TEXAS

JA NO.	FILE CODE
AFE NO.	SCALE 1" = 1000'
DWG NO.	
SH NO.	SHEET 1 OF 1

Job No.: QA1018

Date: 4/24/2012

THE SPECIAL COMMISSIONERS COURT SESSION OF BRAZORIA COUNTY, TEXAS

ORDER NO. VI.B.2.c.

RE: Grant Chevron Phillips Chemical Company LP tax abatement

That the application for tax abatement of Chevron Phillips Chemical Company LP attached hereto be granted in accordance with the Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone created in Brazoria County; that the subject location described in the attached application be designated a reinvestment zone for tax abatement purposes in accordance with the guidelines and criteria of Brazoria County and applicable law; that a variance be granted from the provision of Section 2(g) of the Brazoria County Guidelines and Criteria for granting tax abatement to allow the duration of the tax abatement to be 10 years; and at 100% abatement of eligible properties; and further that the County Judge is authorized to execute a tax abatement with Chevron Phillips Chemical Company LP in accordance with the guidelines and criteria

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE CREATED IN BRAZORIA COUNTY

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

WHEREAS, the purpose of tax abatement is to provide an incentive offered by the tax-payers, i.e. citizens of Brazoria County, to attract investments, that lead to better quality of life and better services. The wealth created by these enterprises leads to more service and retail businesses, which in addition to improving quality of life, increases the tax base. In summary, by giving incentive in terms of tax abatement, the citizens agree to give up short term tax benefits, for long term benefits; and

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

WHEREAS, the communities within Brazoria County must compete with other localities across the nation currently offering tax inducements to attract new plant and modernization projects; and

WHEREAS, any tax incentives offered in Brazoria County would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and

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

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, and said Guidelines and Criteria to be unchanged for a two year period unless amended by a three-quarters vote;

Now, therefore, be it resolved that Brazoria County does hereby adop these Guidelines and Criteria for granting tax abatement in reinvestment zones in Brazoria County.

DEFINITIONS Section 1

(a) "Abatement" means the full or partial exemption from ad valorem taxes on certain real property in a reinvestment zone designated by Brazoria County for economic development purposes.

(b) "Abatement Period" means the period during which all or a portion of the value of real property or tangible personal property that is the subject of a tax abatement agreement is exempt from taxation.

(c) "Abated Facility Site" (or "proposed abated facility site") means the tract(s) or area of land underlying the proposed improvements to be abated.

(d) "Agreement" means a contractual agreement between a property owner and/or lessee and Brazoria County for the purpose of tax abatement.

(e) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.

(f) "Brazoria County Vendor and Services" means a company that employs Brazoria County residents and pays Brazoria County taxes.

(g) "Deferred maintenance" means the improvements necessary for continued operations which do not improve productivity or alter the process technology.

(h) "Distribution Center Facility" means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where seventy percent (70%) of the goods or services are distributed outside of Brazoria County.

(i) "Economic Development" means participation in or support of an organized program or entity which for the purpose of its mission, engages in activities designed to encourage employment opportunities development/commercial and manufacturing business/industry to locate and/or expand in Brazoria County, thus expanding and diversifying the tax base as well as increasing the economic strength and stability of Brazoria County.

(j) "Eligible jurisdiction" means Brazoria County and any municipality or other local taxing jurisdictions eligible to abate taxes according to Texas law, the majority of which is located in Brazoria County that levies ad valorem taxes upon and provides services to reinvestment zone designated by Brazoria County.

(k) "Employee" for the purposes of the economic qualifications of Section 2(h)(2) of these Guidelines and Criteria shall include all persons directly employed by the owner of the planned improvement at the abated facility site/reinvestment zone together with any independent contractor or employee of independent contractors employed on a full-time (40 hours per week equivalent) basis at the facility site/reinvestment zone continuously for the duration of the abatement agreement.

(l) "Existing facility" is the facility described in Section 2 (a) that will be expanded or modernized and which contains the proposed improvements to be abated. A manufacturing or processing unit or units of a larger plant complex that separately comprise a manufacturing or production sub-unit of the larger plant shall be considered the existing facility for purposes of the Section 2 (h) (2) employment retention requirement (that the planned improvements cause the retention or prevention of loss of employment of 10 employees or 50% of the employees of the existing facility, whichever is greater). For example, if an existing facility has 100 employees, an expansion or modernization of all or part of that facility must result in the retention of at least 50 employees employed at or in connection with the expanded or modernized "existing facility" in order for the facility improvements to qualify for abatement.

(m) "Expansion" means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.

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

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

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

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

(r) "Other Basic Industry" means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside Brazoria County.

(s) "Productive Life" means the number of years a property improvement is expected to be in service. After a cessation of production, the productive life of property improvements may be deemed to end, at County's election, on the date of cessation of production either upon (1) a determination by the County that it is unlikely the improvement(s) will be reactivated as an integral part of a producing facility, and/or (2) the expiration of eighteen (18) continuous or non-consecutive months of non-production in any twenty-four (24) month period following the date the property improvement(s) cease to be in active service as part of a facility operating in a producing capacity. Upon cessation of production and for calculation of the recapture amount of taxes, the "productive life" will be determined to begin on the effective date of the tax abatement as set forth in the Agreement.

(t) "Qualified Vendors and Services" means those vendors and services that meet the company's individual stated requirements, which can include but are not limited to: safety, financial condition, environmental record, quality or ability to perform.

(u) "Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the general public where seventy percent (70%) of users reside at least 50 miles from its location in Brazoria County.

(v) "Research Facility" means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

(w) "Regional Service Facility" means buildings and structures, including machinery and equipment, used or to be used to service goods where seventy percent (70%) of the goods being serviced originate outside of Brazoria County.

(x) "Tangible personal property" means tangible personal property classified as such under state law, but excludes inventory and/or supplies, ineligible property as defined herein, and tangible personal property that was located in the investment zone at any time before the period covered by the agreement with the County.

ABATEMENT AUTHORIZED Section 2

(a) Authorized Facility. A facility may be eligible for abatement if it is a: Manufacturing Facility, Research Facility, Distribution Center or Regional Service Facility, Regional Entertainment Facility, Other Basic Industry, or a facility that Commissioners Court determines would enhance job creation and the economic future of Brazoria County.

(b) Creation of New Value. Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between Brazoria County and the real property owner, tangible personal property owner, leasehold interest, and/or lessee, subject to such limitations as Brazoria County may require.

(c) New and Existing Facilities. Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) Eligible Property. Abatement may be extended to the value of buildings, structures, tangible personal property as defined in the Tax Code including fixed machinery and equipment, site improvements and related fixed improvements necessary to the operation and administration of the facility.

Tangible Personal Property: Abatement may be granted with the owner of tangible personal property located on real property in a reinvestment zone to exempt from taxation (1) all or a portion of the value of the real property, (2) all or a portion of the value of the tangible personal property located on the real property, or (3) all or a portion of the value of both.

An abatement may be granted with the owner of tangible personal property or an improvement located on tax-exempt real property that is located in a designated reinvestment zone to exempt all or a portion of the value of the tangible personal property or improvement located on the real property.

(e) Ineligible Property. The following type of property shall be fully taxable and ineligible for tax abatement: land, existing improvements, tangible personal property that the Brazoria County Appraisal District classifies as inventory or supplies, tools, furnishings, and other forms of movable personal property; vehicles, watercraft, aircraft, housing, hotel accommodations, retail facilities, deferred maintenance investments, property to be rented or leased except as provided in Section 2(f), tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, real property with a productive life of less than 10 years, property owned or used by the State of Texas or its political subdivisions or by any organizations owned, operated or directed by a political subdivision of the State of Texas, or any other property for which abatement is not allowed by state law.

(f) Leased Facilities. Leasehold Interest: Abatement may be granted with the owner of a leasehold interest in tax-exempt real property located in a reinvestment zone designated to exempt all or a portion of the value of the leasehold interest in the real property.

Lessee Interest: Abatement may be granted with a lessee of taxable real property located in a reinvestment zone to exempt from taxation (1) all or a portion of the value of the fixtures, improvements, or other real property owned by the lessee and located on the property that is subject to the lease, (2) all or a portion of the value of tangible personal property owned by the lessee and located on the real property that is the subject of the lease, or (3) all or a portion of the value of both the fixtures, improvements, or other real property and the tangible personal property defined herein.

Leasehold Interest/Lessee shall be required to submit with its application a copy of the executed lease agreement between lessor/lessee demonstrating a minimum lease term double the abatement term granted.

(g) Value and Term of Abatement. Abatement shall be granted effective with the January 1 valuation date immediately following the date of the Commissioners Court Order granting the abatement and approving the abatement application. One hundred percent of the value (or such percentage of value that shall be set by Commissioners' Court order) of new eligible properties shall be abated for up to seven years or one-half (1/2) the productive life of the improvement whichever is less. The "productive life" will be calculated from the effective date of the tax abatement and the date the equipment ceased to be in service. The abatement may be extended through an initial agreement and a subsequent agreement may be required to comply with state law regarding the term of the reinvestment zone.

If it is determined that the abatement period would better benefit the County and the Applicant by deferring the commencement date beyond the January 1st following the Commissioners Court Order granting the abatement and approving the abatement application, the County may defer the commencement date of the abatement period to a future date certain. The deferral of the commencement date will not allow the duration of the abatement period to extend beyond seven (7) years. However, in no event shall the abatement begin later than the January 1 following the commencement of construction.

If a modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).

New eligible properties must be in active service and operation as part of a facility operating in a producing capacity for a period equal to double the abatement period (*i.e.* seven year abatement, then in producing capacity for 14 years) in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions.

(h) Economic Qualification. In order to be eligible for designation as a reinvestment zone and to qualify for tax abatement the planned improvement:

(1) must be reasonably expected to increase and must actually increase the value of the property in the amount of $1 million or more;

(2) must create employment for at least 10 people on a full-time (40 hours per week equivalent) basis in Brazoria County for the duration of the abatement period at the abated facility site described in the tax abatement application; or alternatively, must retain and prevent the loss of employment of 10 employees or fifty percent (50%) of the existing number of employees, at the time of application, employed at or in connection with the existing facility containing the abated facility site described in the tax abatement application, whichever is greater, for the duration of the abatement period. The following is applicable to the employment retention/preventing loss of employment requirement:

a. "Existing facility" is the facility described in Section 2 (a) that will be expanded or modernized and which contains the proposed improvements to be abated. A manufacturing or processing unit or units of a larger plant complex that separately comprise a manufacturing or production sub-unit of the larger plant shall be

considered the existing facility for purposes of the Section 2(h)(2) employment retention requirement (that the planned improvements cause the retention or prevention of loss of employment of 10 employees or 50% of the employees of the existing facility, whichever is greater). For example, if a large plant complex has a sub-unit that produces chlorine and 100 employees are employed at or in connection with that unit, an expansion or modernization of all or part of that facility must result in the retention of at least 50 employees employed at or in connection with the expanded or modernized "existing facility" in order for the facility improvements to qualify for abatement.

b. Employees of a larger plant unit transferred or assigned to and employed at or in connection with a new sub-unit containing the planned improvements, constructed on undeveloped land constituting the proposed abated facility site/reinvestment zone shall be considered "created" employment for purposes of this sub-section.

The proposed number of employees to be employed at the abated facility as stated in the abatement application for the property that is the subject of the tax abatement agreement (including the projected creation or retention of employment) must be maintained for the duration of the abatement period at the abated facility site. For purposes of this sub-section, in order for a planned improvement to be considered as preventing the loss of employment or retaining employment, the abated facility/project must be necessary in order to retain or keep employment at levels as indicated in the application and in order to retain the proposed number of employees at the abated facility as indicated in the application. The owner/Applicant seeking to qualify on the basis of retention or preventing loss of employment must provide a detailed statement as an attachment to its application affirmatively representing compliance with this sub-section and explaining the necessity of this project to prevent loss of employment. Any variance from the requirements of this sub-section is subject to approval of Commissioners Court in accordance with the variance section of these Guidelines & Criteria.

(3) must be not expected to solely or primarily have the effect of transferring employment from one part of the county to another part of the county. A variance may be requested relative to this provision which approval shall be at the sole discretion of the County.

(4) must be necessary because capacity cannot be provided efficiently utilizing existing improved property;

Additionally, the owner of the project:

(5) must provide for and pay, at the time of filing an application for tax abatement, a non-refundable application fee of $1,000. A part of the application fee will be dedicated by Brazoria County to economic development programs authorized by Local Government Code, Section 381.004.

(6) must file a plan statement with application demonstrating willingness and planned efforts to use qualified Brazoria County vendors and services where applicable in the construction and operations of the facility. Brazoria County vendors and services must be competitive with non-county vendors and services regarding price, quality, safety, availability and ability perform. It is preferred that applicant seek qualified workers who are United States citizens and veterans and also legal residents prior to seeking workers from other countries.

(7) will annually, for the term of the abatement, contribute .000165 of the value reported in "Part IV Section F" of the abatement application (estimated value of abated improvements at the conclusion of the abatement period). Air carriers receiving abatement will contribute an amount equal to .000165 of the estimated value of the personal property of the air carrier indicated in its Application. Each project will contribute no more than $15,000 nor less than $1,000 annually to be used specifically to fund economic development in Brazoria County as authorized by Local Government Code, Section 381.004. The annual contribution shall be paid to Brazoria County through the County Auditor's Office on or before January 1 of each year of the tax abatement contract term.

(8) must not file with the Brazoria County Appraisal District a valuation or taxpayer protest or notice of protest pursuant to the Texas Property Tax Code during the abatement period legally protesting the valuation of the abated improvements of a manufacturing facility pursuant to an appraisal method that produces a valuation of improvements based on each improvement's value as a separate item of personal property rather than the improvements' value as integral fixtures of a producing manufacturing facility. An owner's legal protest the improvements' value pursuant to the Texas Property Tax Code must be based on and use accepted appraisal methods and techniques allowed by law (Texas Property Tax Code) and uniform standards of professional appraisal practice. The filing of a valuation protest or notice of protest contrary to this standard shall cause the tax abatement agreement to be subject to termination and recapture of all previously abated taxes.

(9) must not be a defendant in any litigation by the County seeking recovery or recapture of previously abated taxes.

(i) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:

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

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

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

APPLICATION Section 3

(a) The Application for tax abatement may be obtained from the County Judge's Office or on the Brazoria County website at www.brazoria-county.com. Applicant may contact the Judge's Office at (979) 864-1200 or (281) 756-1200.

(b) Any present or potential owner of taxable property in Brazoria County may request the creation of a reinvestment zone and tax abatement by filing a tax abatement application with Brazoria County. The application shall be filed with the County Judge by providing twelve (12) copies or an electronic version and five (5) copies. The additional copies provided will be furnished to each member of Commissioners Court and the Tax Abatement Review Committee (TARC). After filing the application,

the Applicant shall provide an economic impact analysis report, in a format comparable to the Texas Governor's economic impact analysis report, to the County Judge's Office prior to the TARC meeting on the Applicant's tax abatement application.

(c) The application shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements which will be a part of the facility; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of modernizing, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form shall require such financial and other information as Brazoria County deems appropriate for evaluating the financial capacity and other factors of the Applicant. Applicant should not submit confidential information as part of the application. If doing so cannot be avoided, a general description in non-confidential terms should be included on the application, along with a sealed document containing the confidential information as an attachment and clearly marked "CONFIDENTIAL".

(d) Upon receipt of a completed application, the County Judge shall notify in writing the presiding officer of the legislative body of each eligible jurisdiction. Before acting upon the application, Brazoria County Commissioners' Court shall hold a public hearing at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement. The public hearing shall also afford the Applicant and the designated representative of any eligible jurisdiction opportunity to show cause why the abatement should or should not be granted. Notice of the public hearing shall be clearly identified on a Brazoria County notice to be posted at least 30 days prior to the hearing.

(e) After receipt of an application for creation of a reinvestment zone and application for abatement, the Tax Abatement Review Committee (TARC) shall prepare a feasibility study setting out the impact of the proposed reinvestment zone and tax abatement. The feasibility study shall include, but not be limited to, an estimate of the economic effect of the creation of the zone and the abatement of taxes and the benefit to the eligible jurisdiction and the property to be included in the zone. The economic impact analysis report provided by the Applicant shall be attached to the feasibility study and included as part of the feasibility study report.

(f) If upon written request for a legal opinion or interpretation from the Commissioners' Court or its members, the legal counsel for Brazoria County determines that the application does not appear to comply with the written language of the Guidelines and Criteria, a public hearing on said application if already set, shall be postponed for a period of at least thirty days from the scheduled date of public hearing to allow time for further review by the Commissioners' Court or any duly appointed review committee, or if an initial setting has not been made, the hearing on such application shall be set on the Commissioners' Court agenda no sooner than sixty (60) days from the time the Court enters an order to set the public hearing date.

The Applicant shall file a supplement or addendum to its application to show cause why the application should be approved and shall present reasons at the public hearing on the same.

Provided that any final decision or interpretation as to the intent and meaning or policy of any provision or its written language; any final decision as to whether or not an application complies or does not comply with the guidelines and criteria; and any final decision as to whether to grant or deny tax abatement shall be made by the Commissioners' Court at its sole discretion.

(g) Brazoria County shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility.

(h) Variance. Requests for variance from the provisions of Subsections (a) (b) (e) (g), (h) (1), (h) (2) and/or (h) (3) of Section 2 may be made in written form to the County Judge with a copy forwarded to the TARC. Such requests shall include a complete description of the circumstances explaining why the Applicant should be granted a variance. Approval of a request requires a four-fifths (4/5) vote of the Commissioners Court.

(i) Special Variance: Air Carriers. A special variance from all applicable provisions of these guidelines and criteria, with the exception of Section 2 (h) (5) and (h) (7) may be granted allowing abatement or partial abatement of ad valorem taxes on the personal property of a certificated or non-certificated air carrier that owns or leases taxable real property in Brazoria County provided that the personal property has a value of at least $10,000,000. Approval of a request for this variance requires a three-fourth (3/4) vote of the Commissioners Court.

PUBLIC HEARING Section 4

(a) Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

(1) there would be a substantial adverse affect on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity;

(3) planned or potential use of the property would constitute hazard to public safety, health or morals; or,

(4) violation of other codes or laws.

AGREEMENT Section 5

(a) After approval, Brazoria County Commissioners' Court shall formally pass a resolution and execute an agreement with the Applicant as required which shall include:

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

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

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

(4) the proposed use of the facility; nature of construction, time schedule, map, property description and improvement list as provided in Application, Sections II and III;

(5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2(a), 2(f), 2(g), 2(h) 6, 7, and 8;

(6) size of investment and average number of jobs involved for the period of abatement; and

(7) provision that Applicant shall annually furnish information necessary for Brazoria County's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria (in the form of an annual report/statement of compliance), together with an additional provision that Brazoria County may, at its election, request and obtain information from Applicant as is necessary for the County's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria. See Attachment A.

(8) provision that, upon expiration of the tax abatement agreement, Applicant shall begin annually reporting the status of the abated improvements regarding active service and operation as part of a facility operating in a producing capacity. Reporting will be for the same amount of years as the tax abatement period (*i.e.* seven year abatement, then follow-up reporting for seven more years). See Attachment B.

(b) Such agreement shall be executed within sixty (60) days after the Applicant has forwarded all necessary information and documentation to Brazoria County.

RECAPTURE Section 6

(a) In the event the facility contemplated herein is completed and begins producing product or service, but the company fails to maintain the level of employment (including the projected creation or retention of employment) stated in the abatement application for the property that is the subject of the abatement agreement, the county may elect to: (1) Declare a default and terminate the abatement agreement without recapturing prior years' abated taxes; (2) Declare a default, terminate the agreement and order a recapture of all or part of the previous years' abated taxes; or (3) Set specific terms and conditions for the continuation of the abatement exemption for the duration of the term of the agreement under its present terms or alter the amount of the abatement for the remaining term of the agreement.

(b) Should Brazoria County determine that the company or individual is in default according to the terms and conditions of its agreement, Brazoria County shall notify the company or individual in writing at the address stated in the agreement and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement may be terminated.

(c) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

(d) Failure to provide any requested statement or information pursuant to the provisions described in Section 5(a)(7) without just cause within sixty (60) days of the request for the information or the presentation of any false or misleading statement may, at the County's option, be construed as a default by the company

or individual and cause for immediate termination of the tax abatement agreement and recapture of all previously abated taxes, if after written notice of default, the company or individual has not cured such default prior to the expiration of thirty (30) days from such written notice. The Cure Period provisions of sub-sections (b) and (c) above are not applicable to a default and termination under this paragraph.

ADMINISTRATION Section 7

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

(b) The agreement shall stipulate that TARC of Brazoria County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with their safety standards.

(c) Tax Abatement Review Committee:

The Commissioners' Court shall appoint a standing Tax Abatement Review Committee (TARC) for purposes of (i) reviewing the tax abatement application and preparing the feasibility study report required by Section 3(d) of these guidelines; (ii) conducting annual inspections and/or evaluations of the abated facilities to insure compliance with the terms/conditions of the tax abatement agreement.

(d) The Tax Abatement Review Committee shall be comprised of, but not limited to, a representative appointed by each Commissioners' Court member. The County Auditor, County Treasurer, District Attorney representative, and County Tax Assessor Collector shall serve as ex-officio members of the Committee to advise on abatement qualifications and procedures. The County Judge and the Commissioner of the Precinct in which a proposed abated facility will be located will serve on the Committee during the period when the Committee is preparing the feasibility study report and conducting the annual inspection and/or evaluation of the facility.

(e) Upon completion of construction, the owner of an abated facility must submit a written report/statement of compliance annually during the life of the abatement to the Brazoria County Commissioners' Court and the Tax Abatement Review Committee clearly detailing the status of the facility and how it is complying with the abatement guidelines. The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the Brazoria County Commissioners' Court. A form of annual report that may be used by the owner is attached as Attachment A to these Guidelines & Criteria, and the owner's annual report shall, at a minimum, contain the information shown in the Attachment A form.

(f) Upon expiration of the Tax Abatement term, the owner of the abated improvements must submit a written report/statement of compliance annually, beginning January 1 after the expiration of the tax abatement term, documenting that the abated improvements remain in active service and operation as

part of a facility operating in a producing capacity for an additional period equal to the abatement period granted and completed (*i.e.* seven year abatement, then in producing capacity for an additional 7 years after expiration of the tax abatement agreement) in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions. The Report shall be delivered to the County Judge. The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the Brazoria County Commissioners' Court. A form of annual report that may be used by the owner is attached as Attachment B to these Guidelines & Criteria, and the owner's annual report shall, at a minimum, contain the information shown in the Attachment B form.

(g) The County shall timely file with the Texas Department of Commerce and the Property Tax Division of the State Comptroller's office all information required by the Tax Code.

ASSIGNMENT Section 8

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of Brazoria County subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with Brazoria County. No assignment or transfer shall be approved if the new parties to the existing agreement, the new owner or new lessee are liable to Brazoria County or any eligible jurisdiction for delinquent taxes or other obligations. Approval shall not be unreasonably withheld.

PROVISIONS REGARDING CITY-INITIATED ABATEMENTS Section 9

(a) This section is applicable to tax abatement applications for property located in a reinvestment zone designated by a city and applications by Applicants who have previously entered into a tax abatement agreement with a city regarding that property.

(b) All provisions of these Guidelines & Criteria are applicable to city-initiated reinvestment zones and abated areas within a city's territorial limits unless otherwise stated herein or provided by law.

(c) An Applicant shall file a tax abatement application on the County's application form together with all attachments and statements described in the application instructions and in subsection (d) herein below.

(d) Upon receipt of a tax abatement application applicable to property within a city-designated reinvestment zone subject to a city's tax abatement agreement, the application shall be reviewed for approval as to (a) correct application form, (b) represented compliance with economic value estimates and employment criteria of Section 2(h) of the Guidelines & Criteria, (c) legal description requirements, (d) attachment of a correct copy of the city's ordinance designating the area as a reinvestment zone and granting abatement and (e) attachment of a correct copy of the fully executed tax abatement agreement between the city and the Applicant.

(e) After review (and subject to approval of the matters in (d) above), the public hearing on the tax abatement shall be scheduled at the Commissioners Court meeting that next follows the one at which the Order Setting Hearing Date is entered, unless otherwise ordered by Commissioners Court. If there are any compliance problems with the application (including any problems to be resolved or amendments to

the application to be made prior to the public hearing), the County Judge and Precinct Commissioners shall be advised of these compliance problems/matters to be resolved in a memo from the Civil Division-District Attorney's Office transmitting the Order Setting Hearing Date. No hearing shall be set on any application that fails to attach both the ordinance designating reinvestment zone and the copy of the fully executed tax abatement agreement between the city and the Applicant, or which is deficient as to application form or legal description. In such case the Applicant shall be informed of the necessity of attaching those documents or making necessary corrections, and there will be no further processing of the application until the same are received.

(f) The notice provisions of Section 3 (c) are not applicable to an application under this section.

(g) The percentage of property value abated and the term of abatement shall be the same as that stated in the city's tax abatement agreement unless otherwise specifically ordered in the Commissioners Court order granting abatement.

SUNSET PROVISION Section 10

(a) These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by Brazoria County to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed or eliminated, provided that such actions shall not affect existing contracts or applications for tax abatement filed prior to the expiration of said Guidelines and Criteria. Applications for abatement filed prior to the expiration of the Guidelines and Criteria shall be governed by the provisions of these Guidelines and Criteria regardless of any subsequent modification or amendment.

(b) This policy is mutually exclusive of existing Industrial District Contracts and owners of real property in areas deserving of special attention as agreed by the eligible jurisdictions.

(c) These guidelines and policies for Tax Abatement shall be effective May 11, 2012, and shall remain in force until May 11, 2014, unless amended or superseded, modified, renewed, or eliminated by Commissioners' Court prior to that date.

ATTACHMENT A

(TO THE BRAZORIA COUNTY GUIDELINES & CRITERIA FOR GRANTING TAX ABATEMENT)

(This form is located at www.brazoria-county.com)

ANNUAL REPORT FORM

ANNUAL REPORT

PURSUANT TO SECTION 5(a)(7) AND 7(e) OF
THE BRAZORIA COUNTY GUIDELINES &
CRITERIA ON TAX ABATEMENT

RE: TAX ABATEMENT AGREEMENT

_____ (Company/Owner Name)

REINVESTMENT ZONE (RZ) NO. _____(Number of RZ, if applicable)

1. Commencement and/or completion date of the contemplated improvements described in the tax abatement agreement.

   Date of commencement of construction: _____

   Date of completion all contemplated improvements: _____

2. Number of permanent employees, contract employees and temporary contract employees currently employed by you at the tax abated facility location or construction site as of the date of this Report. (See definitions below).

   Permanent Employees: _____

   * Permanent Contract Employees _____
   (* List contract employees employed on a full-time, 40 hours per week equivalency basis and who are expected to be employed on a full-time basis for the duration of the abatement period. Do not include temporary contract employees.)

   **Temporary Contract Employees _____
   (**List temporary contract employees who are employed for a temporary period ending prior to expiration of the tax abatement term)

3. Status of construction of the contemplated improvements, percentage of construction completed and Owner's estimate of taxable value of constructed improvements on the date of the Report.

   Percentage of construction completed: _____

   Estimated value of Improvements: _____
   As of_____

4. Status of production of the completed facility and the productive service capacity of the improvements. (*only applicable to a completed facility that has previously commenced production*)

Is the abated facility currently producing the product or similar product described in the tax abatement agreement?	**Check One** ( ) Yes or ( ) No
If the answer to the above question is "No", please state the date or time period when production ceased and attach a narrative explanation of the reason for cessation of production as Attachment B.	_____
If production at this abated facility is shut down, please state the expected date or time period, if any, at which/during which you expect the facility to resume production operations. If you do not expect to resume production at this abated facility, please state "plant closed" in the blank space.	_____
State your estimate of the expected productive life of the abated facility and its improvements as measured from the beginning date of production until the expected permanent cessation of production (*or in other words*, the total number of years, if any, that you expect the abated facility improvements to be in service as part of the operations of a producing facility, including in your total any previous years of production prior to the date of this report.)	_____

5. Include a narrative of your use of Brazoria County vendors and services and attach the same as Attachment A to this Report.

Is the narrative on use of Brazoria County vendors and Services attached?	**Check One** ( ) Yes or ( ) No

To the best of my knowledge, the above information and estimates are true and correct.

Owner: _____

By: _____

Printed Name: _____

Title/Position _____

Date: _____

ATTACHMENT

B

(TO THE BRAZORIA COUNTY GUIDELINES & CRITERIA FOR GRANTING TAX ABATEMENT)

(This form is located at www.brazoria-county.com)

REPORT FORM
After the initial term of the
Tax Abatement Agreement

PRODUCTIVE LIFE REPORT
TAX ABATEMENT TERM COMPLETED
PURSUANT TO SECTION 5(a)(8) AND 7(f) OF
THE BRAZORIA COUNTY GUIDELINES &
CRITERIA ON TAX ABATEMENT

RE: TAX ABATEMENT AGREEMENT

_____ (Company/Owner Name)

REINVESTMENT ZONE (RZ) NO. _____(Number of RZ, if applicable)

Effective Date of Tax Abatement:_____

1. Status of production of the completed facility and the productive service capacity of the improvements.

Is the abated facility currently producing the product or similar product described in the tax abatement agreement?	**Check One** ( ) Yes or ( ) No
If the answer to the above question is "No", please state the date or time period when production ceased and attach a narrative explanation of the reason for cessation of production as Attachment A.	_____
If production at this abated facility is shut down, please state the expected date or time period, if any, at which/during which you expect the facility to resume production operations. If you do not expect to resume production at this abated facility, please state "plant closed" in the blank space.	_____
State your estimate of the expected productive life of the abated facility and its improvements as measured from the beginning date of production until the expected permanent cessation of production (*or in other words*, the total number of years, if any, that you expect the abated facility improvements to be in service as part of the operations of a producing facility, including in your total any previous years of production prior to the date of this report.)	_____

To the best of my knowledge, the above information and estimates are true and correct.

Owner: _____

By: _____

Printed Name:_____

Title/Position_____

Date: _____

98 038214

(9) Volume 98 038214 9843280438
247,879 acres

4

BCGR28

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

THAT, **JIMMY SWAGGART MINISTRIES**, Grantor, in consideration of the sum of TEN DOLLARS ($10.00), and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **PHILLIPS PETROLEUM COMPANY**, Grantee, the following described real property and premises, situate in the County of Brazoria, State of Texas, to wit:

See Exhibit "A" attached hereto

together with all improvements thereon and the appurtenances thereunto belonging, and warrants and defends the title thereto, except for questions of survey, zoning ordinances, restrictions and easements of record or in place, and taxes for the current year, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor does except and reserve unto itself, its heirs, successors and assigns all of the minerals and mineral rights underlying and concerning the land described in this instrument.

TO HAVE AND TO HOLD said described premises unto the said Grantee, its successors, heirs and assigns forever.

SIGNED AND DELIVERED this 3rd day of September, 1998.

WITNESSES:

John J. Clouser

Wyndi Guillory

GRANTOR:
JIMMY SWAGGART MINISTRIES

By JIMMY SWAGGART
Its PRESIDENT

STATE OF LOUISIANA §
PARISH
~~COUNTY~~ OF EAST BATON ROUGE §

BEFORE ME, Linda A. Westbrook, the undersigned authority, on this day personally appeared Jimmy Swaggart, known to me to be the person whose name is subscribed to the foregoing instrument as President of JIMMY SWAGGART MINISTRIES, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 3rd day of September, 1998.

Notary Public in and for the State of LOUISIANA

My Commission Expires:

AT DEATH

TOTAL P.03

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

DESCRIPTION OF A 247.879-ACRE TRACT
OF LAND OUT OF CHARLES BREEN LEAGUE, A-46,
BRAZORIA COUNTY, TEXAS

Being a tract of land containing 247.879-acres out of the Charles Breen League, A-46, Brazoria County, Texas. Said 247.879-acre tract being part of Lots 30, 31, & 32, and all of Lot 36 of the Tolman Subdivision, also known as the McDonald Subdivision as recorded under Volume 101, Page 256 of the Brazoria County Plat Records (B.C.P.R.), Brazoria County, Texas, and being part of a 419.67-acre tract of land as conveyed to Jimmy Swaggart Ministries by deed recorded under Volume 89705, Page 915, (Tract No.1), of the Official Public Records of Brazoria County (O.P.R.B.C.). Said 247.879-acre tract being more particularly described by metes and bounds as follows; (Bearings based on the plant coordinate system of Phillips Petroleum Company's Sweeny Refinery)

BEGINNING at a found brass disk at the west corner of the said Charles Breen League located at plant coordinate South 4707.18 feet, West 15034.49;

THENCE North 89 deg. 16 min. 57 sec. East, (called North 45 deg. East) with the northwest line of said Charles Breen League, being the southeast line of the Battle, Berry and Williams League, A-711, Brazoria County, being the northwest line of said Tolman Subdivision, and being the southeast line of a 375-acre tract of land conveyed to Jimmy Swaggart Ministries, by deed recorded under Volume 89705, Page 915 O.P.R.B.C. (Tract 6), a distance of 498.17 feet to a found brass disk at plant coordinate South 4700.94, West 14536.35; being the south corner of the Polley & Chance League A-119, and being the east corner of said 375-acre tract, and the south corner of an 1830-acre tract of land as conveyed to Phillips Petroleum Company by deed recorded under Volume 98006, Page 537, O.P.R.B.C., for an angle point of herein described tract;

THENCE South 89 deg. 58 min. 42 sec. East, with the southeast line of said Polly and Chance League, being the southeast line of said 1830-acre tract and the northwest line of said Tolman Subdivision, a distance of 5294.15 feet to a found brass disk for the north corner of Lot 30 and the west corner of Lot 23 of said Tolman Subdivision, at plant coordinate South 4702.95, West 9242.21;

THENCE South 00 deg. 01 min. 22 sec. West, with the northeast line of Lot 30, being the southwest line of Lot 23 of said Tolman Subdivision, a distance of 8.81 feet to a 5/8-inch iron rod set in a southeast line of a 100-foot wide railroad right-of-way as conveyed to the Reconstruction Finance Corporation by deed recorded under Volume 401, Page 174 of the Brazoria County Deed Records (B.C.D.R.) at plant coordinate South 4711.76, West 9242.21;

THENCE South 47 deg. 24 min. 34 sec. West, with a southeast line of said 100-foot wide railroad right-of-way, a distance of 573.00 feet to a 5/8-inch iron rod set for an angle point at plant coordinate South 5099.54, West 9664.06;

THENCE South 47 deg. 57 min. 21 sec. West, with a southeast line of said 100-foot wide railroad right-of-way, a distance of 2946.10 feet to a 5/8-inch iron rod set for an angle point at plant coordinate South 7072.56, West 11851.91;

THENCE South 13 deg. 25 min. 33 sec. East, with a northeast line of said tract herein described, a distance of 1358.97 feet to a 5/8-inch iron rod set for an angle point at plant coordinate South 8394.39, West 11536.38;

THENCE South 50 deg. 32 min. 44 sec. East, with a northeast line of said tract herein described, a distance of 203.81 feet to a 5/8-inch iron rod set in the northeast right-of-way line of a 120-foot wide railroad right-of-way as conveyed to the St. Louis, Brownsville and Mexico (now Union Pacific) Railroad recorded under Volume 70, Page 389, B.C.D.R.at plant coordinate South 8523.91, West 11379.01;

THENCE North 54 deg. 38 min. 11 sec. West, with the northeast right-of-way line of said 120-foot wide railroad right-of-way, a distance of 4488.57 feet to a 5/8-inch iron rod set at the intersection of said 120-foot wide right-of-way and the Southwest line of said Charles Breen League, being the northeast line said M.B. Nuckols League, and being the southwest line of Lot 36 of said Tolman Subdivision at plant coordinate South 5926.08, West 15039.41;

THENCE North 00 deg. 13 min. 54 sec. East, with the southwest line of said Charles Breen League, being the northeast line of said M.B. Nuckols League, being the southwest line of Lot 36 of said Tolman Subdivision, and being the northeast line of a 4272.6315-acre tract conveyed to Phillips Petroleum Company as recorded in Volume 1571, Page 945 B.C.D.R., (Volume 675, Page 92 of the Matagorda County Deed Records), a distance of 1218.91 feet to the POINT OF BEGINNING and containing 247.879-acre (0.387 square miles) of land.

Compiled By:

Weisser Engineering Company
17171 Park Row, Suite 100
Houston, Texas 77084

Job No. P0355 (399-355)
Date: 08/31/98

THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date so stamped hereon by me.

Dolly Bailey
County Clerk of Brazoria Co., TX

Exhibit "A"

FILED FOR RECORD
98 SEP -9 PM 4:43

COUNTY CLERK
BRAZORIA COUNTY TEXAS

P0355-1.DOC, 09/1

TOTAL P.03

98 038214

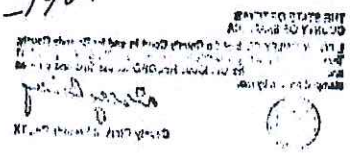
Alamo

Deed

1S
5M
7R
13.00
ch 586

Phillips Petroleum Co.
P.O. Box 1967
Houston, Tx 77251-1967

SECURITY FEE 1.00
MNGMT-PRES 5.00
RECORDING 7.00
TOTAL 13.00
FILE # 38214
CHECK 13.00
DRAWER-A 1
8001 2127-0000 0015 9/10/98 7:10AM THU



RETURN TO ALAMO - BRAZORIA
502 S. BROOKS
BRAZORIA, TX 77422
GF# 98V32-80438

(8) Volume 90747 Page 668

404.55 acres
240.57 acres

676 90747 668

174.119 acres

Less & except 31.91 acres Volume 99 0358 29

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT WILLIAM M. HOLLAND, JR., INDIVIDUALLY, and as INDEPENDENT EXECUTOR of the ESTATES OF WILLIAM M. HOLLAND, SR., deceased and MUSSETTA HOLLAND BISHOP, deceased, and as Trustee of the Trusts created under the will of William M. Holland, Sr., JOHN HOLLAND BANNISTER, and WESLEY M. BANNISTER, Grantors, in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto PHILLIPS 66 COMPANY of Bartlesville, Oklahoma, Grantee, the following real property and premises, situated in the Counties of Brazoria and Matagorda, State of Texas, to wit:

All of the real estate described on the Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all improvements thereunto belonging (Property), PROVIDED, HOWEVER, there is hereby saved, excepted and reserved from the Property in favor of the Grantors all of the oil, gas and other minerals in, under and to and that may be produced from said Property, Grantee agreeing that the term "Minerals" heretofore used shall be given a broad meaning; and with regard to the right to the use of surface of the Property and the right of ingress and egress with regard thereto, Grantors and Grantee agree that Grantee will within ninety (90) days after the date hereof, divide the surface of the Property into tracts containing 160 acres each, making such tracts into a square as close as reasonably possible (understanding that one or more tracts may contain less than 160 acres if the total acreage is not divisible by 160). Thereafter, whenever Grantee, develops 40 or more acres within any such 160 acre tract, it shall divide the said tract into four tracts which shall be in forty acre squares to the extent reasonably possible, and within each such forty acre tract, Grantee shall designate a two acre tract, and the Grantors shall thereafter be confined to the use of the 2 acre tract as so designated, for the development, production, storage, and transportation of the minerals

owned by them under such 40 acre tract and said 2 acre tracts shall thereafter be dedicated to the exclusive use of the Grantors for such purposes. Grantee shall notify Grantors in writing of the above matters as soon as reasonably possible, and Grantors may within thirty (30) days after such notice, require Grantee to increase the size of any designated 2 acre tract up to 4 acres; provided that the total of all such designated tracts in any such 160 acre tract shall not exceed 10 acres. In this regard, the Grantors shall have the additional right to a reasonable use of other land in the 160 acre tract and adjoining tracts for roads and pipelines in connection with the reasonable development and enjoyment of their mineral estate. This agreement is a covenant running with the land, and use of the terms "Grantor" and Grantee" herein shall include their respective heirs, personal representatives, successors and assigns.

and Grantors warrant the title only against the claim of every person whomsoever claiming by, through or under Grantors, but not otherwise. This deed is subject to all taxes and questions of survey and the following:

(i) prior and validly existing easements and rights-of-way, mineral and royalty conveyances or reservations, if any, affecting Property that appear of record in the office of the County Clerk of Brazoria County, Texas, and easements visible on the ground;

(ii) prior validly existing and legally enforceable oil, gas and mineral leases, if any, affecting or covering the Property that appear of record in the appropriate county clerk's office or offices;

(iii) all governmental ordinances, statutes, rules or regulations covering or applicable to the Property;

(iv) two (2) existing written leases covering part of the Property, one between the Grantors as Lessor and R. D. Pugh

as Lessee, and one between the Grantors as Lessor and Gary Hood as Lessee; and

(v) the terminable possessory interest of Willie Knighton in the Property.

TO HAVE AND TO HOLD said described premises unto the said Grantee, its successors and assigns.

SIGNED AND DELIVERED this 5 day of January, 1990.

John H. Bannister
JOHN H. BANNISTER

WILLIAM M. HOLLAND, JR., Individually, and as Independent Executor of the Estates of William M. Holland, Sr., and Mussetta Holland Bishop, Deceased, and as Trustee of the Trusts created under the will of William M. Holland, Sr.

Wesley M. Bannister
WESLEY M. BANNISTER

BY: John H. Bannister
JOHN H. BANNISTER, ATTORNEY-IN-FACT FOR WESLEY M. BANNISTER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 5 day of January, 1990, by JOHN H. BANNISTER, individually and as attorney in fact for Wesley M. Bannister.

Jane Hanson
Notary Public, State of Texas

Place seal, Printed Name & Commission Expiration

JANE HANSON
Notary Public
State of Texas
My Commission Expires 11-17-92

Date Here:

_____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 5 day of January, 1990, by WILLIAM M. HOLLAND, JR., and in the capacity stated.

Jane Hanson
Notary Public, State of Texas

Place seal, Printed Name
& Commission Expiration
Date Here:

JANE HANSON
Notary Public
State of Texas
My Commission Expires 11-17-92

_____

STATE OF CALIFORNIA §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 19___, by WESLEY M. BANNISTER.

_____
Notary Public
State of CALIFORNIA

Place seal, Printed Name
& Commission Expiration
Date Here:

_____

FFCKBS11

EXHIBIT "A"

TRACT ONE

A 240.57 acre tract of land in the upper 1/3 of the Polly and Chance League A-119, Brazoria County, Texas, being shown on an unrecorded plat by Daniel C. McQuillan, R.P.S. No. 1589, dated October 1, 1978, said 240.58 acre tract being more particularly described as follows:

Beginning at one inch iron rod in the Northwest line of said upper 1/3 Polly and Chance League A-119 being in the South Right of Way line of Texas State Highway No. 35;

Thence N72° 00' 16" E along said South line of Texas State Highway No. 35 a distance of 1578.71 feet to the centerline of a gully being the Northwest corner of a 118.39 acre tract purchased by Phillips Petroleum Company October 28, 1947, and recorded in Volume 423, Page 147;

Thence along the West line of said 118.39 acre tract as follows:

Thence S14° 55' 22" W 87.55 feet;
Thence S12° 08' 45" E 73.52 feet;
Thence S10° 27' 59" W 135.83 feet;
Thence N86° 49' 52" W 86.00 feet;
Thence S6° 42' 52" E 77.20 feet;
Thence N85° 35' 59" E 83.60 feet;
Thence S17° 13' 31" E 81.00 feet;
Thence S5° 56' 00" W 130.37 feet;
Thence S54° 44' 01" E 79.00 feet to the Southwest corner of said 118.39 acre tract and the Northwest corner of a 2.91 acre tract purchased by Phillips Petroleum Company March 31, 1977, and recorded in Volume 1336, Page 828;

Thence along the West line of said 2.19 acre tract as follows:

Thence S79° 11' 21" E 158.98 feet;
Thence S59° 57' 23" E 95.18 feet;
Thence S12° 58' 49" E 81.47 feet;
Thence S7° 00' 56" W 104.21 feet;
Thence S7° 02' 37" W 83.35 feet;
Thence S14° 58' 32" E 100.01 feet;
Thence S0° 31' 58" W 50.00 feet to a point in the West line of 32.65 acre tract purchased by Phillips Petroleum Company August 15, 1980, and recorded in Volume 1527, Page 890;

Thence along the center of Little Linville Bayou as follows:

Thence S25° 53' 38" W 103.28 feet;
Thence S52° 27' 10" W 140.45 feet;
Thence S12° 30' 48" W 132.78 feet;
Thence S4° 13' 15" E 139.81 feet;
Thence S26° 07' 16" E 112.54 feet;
Thence S43° 17' 02" E 233.32 feet;
Thence S48° 10' 48" E 291.06 feet;
Thence S72° 00' 00" E 70.00 feet to a point in the Northwest line of a 29.76 acre tract purchased by Phillips Petroleum Company July 30, 1980, and recorded in Volume 1520, Page 555;

Thence S44° 45' 55" W along the Northwest line of said 29.76 acre tract as follows 598.18 feet;

Thence S44° 22' 15" E along the Southwest line of said 29.76 acre tract 299.00 feet;

Thence S 45° 24' 31" E along the Southwest line of said 29.76 acre tract 212.74 feet;

Thence S45° 55' 43" E along the Southwest line of said 29.76 acre tract 263.21 feet;

Thence S45° 18' 10" E along the Southwest line of said 29.76 acre tract 281.57 feet to the South corner thereof;

Thence S44° 28' 08" W along the North line of the Standlind Oil and Gas Company tract (Vol. 592, Page 162) 1304.96 feet to the East corner of the Sample Parks tract as recorded in Volume 153, Page 424;

Thence N48° 36' 07" W along the Northeast line of said Parks tract 854.86 feet;

Thence N47° 51' 05" W along the Northeast line of said Parks tract 525.66 feet;

Thence N45° 14' 33" W along the Northeast line of said Parks tract 305.89 feet;

Thence N46° 13' 06" W along the Northeast line of said Parks tract 318.62 feet;

Thence N45° 16' 43" W along the Northeast line of said Parks tract 262.08 feet to a 1-inch iron rod at the North corner thereof;

Thence S37° 35' 00" W along the Northwest line of said Parks tract 428.96 feet;

Thence S51° 13' 32" W along the Northwest line of said Parks tract 86.66 feet;

Thence S2° 19' 36" W along the West line of said Parks tract 37.95 feet;

Thence S10° 12' 07" E along the West line of said Parks tract 53.50 feet;

Thence S28° 21' 30" E along the West line of said Parks tract 102.43 feet to a point in the center of Linville Bayou being the line between Brazoria and Matagorda Counties;

Thence along the center of Linville Bayou as follows:

Thence N89° 34' 30" W 89.16 feet;
Thence S39° 07' 12" W 200.01 feet;
Thence S44° 48' 54" W 201.60 feet;
Thence S28° 33' 57" W 265.55 feet;
Thence S46° 00' 40" W 196.36 feet;
Thence S87° 17' 50" W 127.02 feet;
Thence N79° 55' 58" W 193.69 feet;
Thence N77° 55' 31" W 292.23 feet;
Thence N83° 09' 38" W 149.55 feet;
Thence N82° 26' 26" W 313.12 feet;
Thence N79° 47' 22" W 661.95 feet;

Thence N76° 49' 52" W 134.78 feet to the South corner of those lands defined in the Frank Lee et al Court Min. Case #4829;

Thence N42° 49' 14" E leaving said center of Linville Bayou along the Southeast line of said Frank Lee et al tract 590.11 feet;

Thence N43° 29' 04" E along the Southeast line of the Frank Lee et al tract 350.90 feet;

Thence N43° 04' 12" E along the Southeast line of the Frank Lee et al tract 302.42 feet;

Thence N43° 11' 40" E along the Southeast line of the Frank Lee et al tract 508.49 feet;

Thence N44° 06' 24" E along the Southeast line of the Frank Lee et al tract 220.53 feet;

Thence N45° 19' 20" E along the Southeast line of the Frank Lee et al tract 749.92 feet;

Thence N41° 06' 01" E along the Southeast line of the Frank Lee et al tract 596.05 feet;

Thence N43° 01' 19" E along the Southeast line of the Frank Lee et al tract 629.97 feet;

Thence N41° 50' 40" E along the Southeast line of the Frank Lee et al tract 238.53 feet to the Point of Beginning containing 240.57 acres.

FPCKBS11/4

TRACT TWO

A 404.55 acre tract of land in the Polly and Chance League, A-76, Matagorda County, Texas, being shown on an unrecorded plat by Daniel C. McQuillan, R.P.S. No. 1589, dated October 1, 1978, said 404.55 acre tract being more particularly described as follows;

Beginning at the West corner of said 404.55 acre tract at a one inch iron rod at an interior corner of the Northeasterly Right of Way of the 80 foot wide Hasema Road;

Thence N43° 37' 35" E along the Southeast Right of Way line of Hasema Road 810.88 feet to a one inch iron rod;

Thence N46° 33' 35" W along the Northeasterly Right of Way line of Hasema Road 64.05 feet to a one inch iron rod at the South corner of the E. E. Cameron Real Estate Company tract as recorded in Volume 529, Page 399;

Thence N44° 45' 47" E along the Southeast line of said E. E. Cameron tract 528.88 feet;

Thence N42° 14' 45" E along the Southeast line of said E. E. Cameron tract 183.52 feet;

Thence N43° 05' 24" E along the Southeast line of said E. E. Cameron tract 1319.30 feet;

Thence N43° 31' 29" E along the Southeast line of said E. E. Cameron tract 787.00 feet;

Thence N42° 57' 09" E along the Southeast line of said E. E. Cameron tract 738.34 feet;

Thence N44° 09' 08" E along the Southeast line of said E. E. Cameron tract 773.08 feet to the center of Linville Bayou being the line between Brazoria and Matagorda Counties;

Thence along the center of Linville Bayou as follows:

Thence S76° 49' 52" E 250.39 feet;
Thence S76° 49' 52" E 134.78 feet;
Thence S79° 47' 22" E 661.95 feet;
Thence S82° 26' 26" E 313.12 feet;
Thence S83° 09' 38" E 149.55 feet;
Thence S77° 55' 31" E 292.23 feet;
Thence S79° 55' 58" E 193.69 feet;
Thence N87° 17' 50" E 127.02 feet;
Thence N46° 00' 40" E 196.36 feet;
Thence N28° 33' 57" E 265.55 feet;

Thence N44° 48' 54" E 201.60 feet;
Thence N39° 07' 12" E 200.01 feet;
Thence S89° 34' 30" E 89.16 feet;
Thence S89° 34' 30" E 291.39 feet;
Thence S40° 39' 12" E 273.84 feet;
Thence S14° 39' 52" E 264.25 feet to the North corner of the 150 acre Phillips Petroleum Company tract purchased October 5, 1970, and recorded in Volume 489, Page 243;

Thence S44° 30' 00" W along the Northwest line of said 150 acre Phillips Petroleum Company tract 5135.06 feet to a 1 1/2 inch iron pipe;

Thence S45° 25' 40" E along the Southwest of said 150 acre tract 1349.20 feet to a 2 1/2 inch iron pipe at the South corner thereof;

Thence S43° 48' 32" W along the Northwest line of the Mobil Oil Corp. tract as described in Volume 473, Page 375, a distance of 1462.22 feet;

Thence S45° 08' 10" W along said Northwest line of the Mobil tract 643.40 feet to a one inch iron rod in the Northeast line of said Hasema Road;

Thence N46° 33' 35" W along the Northwest line of Hasema Road 3633.70 feet to the True Point of Beginning containing 404.55 acres.

FPCKBS11/6

TRACT THREE

Being a tract of land containing 174.118 acres of land out of the Polly and Chance League, A-119, Brazoria County, Texas, save and except a 1.503-acre tract being the southwest half of County Road 374 (45 feet wide by prescription). Said 174.118-acre tract being the residue of a tract of land known as the Holland Estate described by deed recorded in Volume "O", Page 503, Brazoria County Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at a P. K. Nail set in the north right-of-way line of State Highway 35 (110 feet wide) at its intersection with the occupied centerline of County Road 374. Said POINT OF BEGINNING also being the southwest corner of a 4-acre tract conveyed by deed recorded in Volume 314, Page 299, Brazoria County Deed Records and a southeast corner of said tract herein described from which a 1 1/2 inch iron pipe found bears North 72 deg. 59 min. 31 sec. East, a distance of 25.89 feet;

THENCE South 72 deg. 59 min. 31 sec. West with the north right-of-way line of said State Highway 35, at a distance of 25.89 feet pass a 5/8-inch iron rod set at the intersection point of the north right-of-way line of said State Highway 35 with the southwest right-of-way line of said County Road 374 and continuing with the north right-of-way line of said State Highway 35 for a total distance of 4,838.77 feet to a point for a southwest corner of said tract herein described located in the centerline of Little Linville Bayou also being located in the northeast line of a 6.988-acre tract of land as described in Volume 431, Page 452, Brazoria County Deed Records;

THENCE with the meanders of the centerline of said Little Linville Bayou and with the northeast line of said 6.988-acre tract the following bearings and distances:

North 82 deg. 15 min. 05 sec. West, 102.95 feet;
North 85 deg. 57 min. 55 sec. West, 67.78 feet;
North 56 deg. 29 min. 19 sec. West, 40.50 feet;
North 42 deg. 10 min. 22 sec. West, 38.62 feet;
North 45 deg. 14 min. 12 sec. West, 61.83 feet;
North 64 deg. 50 min. 35 sec. West, 65.05 feet;
North 77 deg. 01 min. 17 sec. West, 40.26 feet;
North 52 deg. 53 min. 45 sec. West, 32.47 feet;
North 61 deg. 33 min. 31 sec. West, 53.01 feet;
North 73 deg. 24 min. 02 sec. West, 50.89 feet;
North 56 deg. 34 min. 12 sec. West, 47.27 feet;
North 32 deg. 15 min. 38 sec. West, 102.96 feet to a point located in the northwest line of the said Polly and Chance League, A-119, and the southeast line of the Johnson, Walker and Borden League, A-77, Brazoria County, Texas, from which a 1/2-inch iron pipe found for the northwest line of said Polly and

Chance League, A-119, and the southeast line of the Johnson, Walker and Borden League, A-77 at its intersection with the north right-of-way line of said State Highway 35, bears South 45 deg. 00 min. 00 sec. West, a distance of 1,022.60 feet;

THENCE North 45 deg. 00 min. 00 sec. East with said northwest line of the Polly and Chance League, A-119, and with said southeast line of the Johnson, Walker and Borden League, A-77, at a distance of 4,372.58 feet pass a 5/8-inch iron rod set in the southwest right-of-way line of said County Road 374 and continuing with the northwest line of said Polly and Chance League, A-119, for a total distance of 4,395.10 feet to a P. K. Nail set for corner in the centerline of said County Road 374 from which a 1/2-inch iron rod found at the intersection of the northwest line of said Polly and Chance League, A-119, and the northeast right-of-way line of F.M. Road 524 also being the northwest corner of a 2.42-acre tract conveyed by deed recorded in Volume 1173, Page 489, Brazoria County Deed Records bears North 45 deg. 00 min. 00 sec. East, a distance of 1,079.90 feet [NOTE: From the P. K. Nail last mentioned, the northeast corner of the said Polly and Chance League bears North 45 deg. 00 min. 00 sec. East, a distance of 3,755.34 feet (called 3,972.22 feet)];

THENCE South 47 deg. 10 min. 15 sec. East with the centerline of said County Road 374 and with the southwest line of a 122.75-acre tract as recorded in Volume "V", Page 642, Brazoria County Deed Records, a distance of 523.24 feet to a P. K. Nail set for an angle point;

THENCE South 44 deg. 59 min. 20 sec. East with the centerline of said County Road 374 and with the southwest line of said 122.75-acre tract, a distance of 837.90 feet to a P. K. Nail set for an angle point from which a 1-inch iron pipe found for the south corner of said 122.75-acre tract and for a west corner of a 197.95-acre tract as recorded in Volume 212, Page 77, Brazoria County Map Records bears North 45 deg. 00 min. 40 sec. East, a distance of 22.50 feet;

THENCE South 46 deg. 39 min. 46 sec. East with the centerline of said County Road 374 and with the southwest line of said 197.95-acre tract, at a distance of 266.26 feet pass a point from which the southwest corner of said 197.95-acre tract and the west corner of a 10-acre tract as recorded in Volume 219, Page 228, Brazoria County Deed Records bears North 43 deg. 20 min. 14 sec. East, a distance of 22.50 feet and continuing with the centerline of said County Road 374 and with the southwest line of said 10-acre tract at a distance of 830.54 feet pass a point from which a 1 1/2-iron pipe found for the south corner of said 10-acre tract and a west corner of the Reynolds Subdivision as recorded in Book 5, Page 80, Brazoria County Map Records bears North 43 deg. 20 min. 14 sec. East, a distance of 21.44 feet and continuing with the centerline of said County Road 374 and with a southwest line of said Reynolds Subdivision, at a distance of 1,168.88 feet pass a point from which a southeast corner of said Reynolds Subdivision and a northwest corner of said 4-acre tract bears North 43 deg. 20 min. 14 sec. East, a distance of 21.32 feet and continuing with the centerline of said County Road 374 and with the southwest line of said 4-acre tract, a distance of 1,553.98 feet to the POINT OF BEGINNING and containing 174.118 acres of land.

SAVE AND EXCEPT a 1.503-acre tract of land being the southwest one-half of said County Road 374 as occupied, being more particularly described by metes and bounds as follows:

BEGINNING at said P. K. Nail set for the POINT OF BEGINNING of said 174.118-acre tract of land.

THENCE South 72 deg. 59 min. 31 sec. West with the north right-of-way line of said State Highway 35 and with the south line of said 174.118-acre tract a distance of 25.89 feet to said 5/8-inch iron rod set at the intersection point of said State Highway 35 with the southwest right-of-way line of said County Road 374;

THENCE North 46 deg. 39 min. 46 sec. West with the southwest line of said County Road 374, a distance of 1,541.50 feet to a 5/8-inch iron rod set for an angle point;

THENCE North 44 deg. 59 min. 20 sec. West with the southwest line of said County Road 374, a distance of 837.80 feet to a 5/8-inch iron rod set for an angle point;

THENCE North 47 deg. 10 min. 15 sec. West with the southwest line of said County Road 374, a distance of 523.66 feet to said 5/8-inch iron rod set in the northwest line of said Polly and Change League, A-119, and in the southeast line of said Johnson, Walker and Borden League, A-77;

THENCE North 45 deg. 00 min. 00 sec. East with the northwest line of said Polly and Chance League, A-119 and with the southeast line of said Johnson, Walker and Borden League, A-77, a distance of 22.52 feet to said P. K. Nail set for the north corner of said 174.118-acre tract located at the centerline of said County Road 374;

THENCE South 47 deg. 10 min. 15 sec. East with a northeast line of said 174.118-acre tract and with the centerline of said County Road 374, a distance of 523.24 feet to a P. K. Nail set for an angle point;

THENCE South 44 deg. 59 min. 20 sec. East with a northeast line of said 174.118-acre tract and with the centerline of said County Road 374, a distance of 837.90 feet to a P. K. Nail set for an angle point;

THENCE South 46 deg. 39 min. 46 sec. East with a northeast line of said 174.118-acre tract and with the centerline of said County Road 374, a distance of 1,553.98 feet to the POINT OF BEGINNING and containing 1.503 acres of land.

Complied by:

WEISSER ENGINEERING COMPANY
11211 Richmond Avenue, Suite 109
Houston, Texas 77082

Job No. 399-046
10/09/89

90747 680

Deed

Filed for Record at 3:07 o'clock P. M. Jan. 8 1990 Dolly Bailey
Clerk County Court, Brazoria Co., Texas - By D. Hammond Deputy

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped hereon by me.

Dolly Bailey
County Clerk of Brazoria Co., TX

1 Frank Cramer
Phillips 66 Company
6330 West Loop South
Bellaire, Texas 77401

27.00 BCAC

676

790 3314	1/08/90	27.00	DT
	676	27.00	TL
			AC#
000 3314	014	27.00CATD	
		1/08/90	

(7) Volume CF 98 006537

1,830 acres

97053633

98 006537

B

SPECIAL WARRANTY DEED

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF BRAZORIA AND MATAGORDA	§	

That **AMOCO PRODUCTION COMPANY**, a Delaware corporation (**"Amoco"**), and **MOBIL PRODUCING TEXAS & NEW MEXICO INC.**, a Delaware corporation (**"Mobil"**), (collectively **"Grantor"**) for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid to Grantor by **PHILLIPS PETROLEUM COMPANY, a** Delaware corporation (**"Grantee"**), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER (Amoco and Mobil each as to their respective undivided 1/2 interest in the Property) to Grantee the real property situated in Brazoria County, Texas described in Exhibit A attached hereto and made a part hereof (the "Property"), subject to general real estate taxes on the Property for the current year, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, and those matters which are of public record affecting the Property and all of the encumbrances described in Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Encumbrances"), and subject to all of the provisions hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor (Amoco and Mobil each as to their respective undivided 1/2 interest in the Property) does hereby bind itself and its successors and assigns to warrant and forever defend the title to the Property, as to Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances and the following provisions.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, its successors and assigns, all oil, gas and other minerals, of every kind, both similar and dissimilar, in, on and under and that

may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring (including by means of geophysical and geological surveys and tests), operating and developing the Property for minerals and removing the same therefrom.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT THE PROPERTY HAS PREVIOUSLY AND WILL IN THE FUTURE BE USED FOR OIL AND GAS EXPLORATION AND PRODUCING OPERATIONS AND TAKES THE PROPERTY "AS IS, WHERE IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND RELEASES GRANTOR FROM ANY AND ALL LIABILITY OF EVERY KIND AND CHARACTER WITH RESPECT THERETO, WHETHER OR NOT CAUSED BY OR ATTRIBUTABLE TO GRANTOR'S NEGLIGENCE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THIS DEED IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN AGREEMENT TO PURCHASE AND SELL BETWEEN GRANTOR AND GRANTEE.

The Grantee recognizes that the Property has not been surveyed and accepts the Property subject to same.

Current ad valorem taxes on the Property having been prorated, Grantee hereby assumes the payment thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor and Grantee to be effective as of the 13TH day of February 1998.

Grantor:
AMOCO PRODUCTION COMPANY

By: _____
Its Attorney-in-Fact

Grantee:
PHILLIPS PETROLEUM COMPANY

By: _____
Its Attorney-in-Fact

MOBIL PRODUCING TEXAS & NEW MEXICO INC.

By: _____
Its Attorney-in-Fact E. B. Vaughn

By: _____
Its Attorney-in-Fact L. R. Combs

By: _____
Its Assistant Secretary

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on this 13 day of February, 1998, by J.D. Studdard as attorney-in-fact on behalf of **AMOCO PRODUCTION COMPANY**, a Delaware corporation.

My commission expires on:
_____.

_____
Notary Public

LYNN PARKER
MY COMMISSION EXPIRES
August 18, 2001

Grantees Address:
P.O. Box 1967
Houston, TX 77251-1967

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on this 17th day of February, 1998, by L. R. Combs and E. B. Vaughn of (or for) **MOBIL PRODUCING TEXAS & NEW MEXICO INC.**, a Delaware corporation, on behalf of said corporation.

My commission expires on: _____.

David B. Collins
Notary Public

DAVID B. COLLINS
MY COMMISSION EXPIRES
April 19, 2001

STATE OF Texas

COUNTY OF Harris

This instrument was acknowledged before me on this 18th day of February, 1998, by Ralph W. Shelburne of (or for) **PHILLIPS PETROLEUM COMPANY**, a Delaware corporation, on behalf of said corporation.

My commission expires on: 5/27/00.

Gail Reardon
Notary Public

GAIL REARDON
Notary Public, State of Texas
My Commission Expires 05-27-00

EXHIBIT "A"

DESCRIPTION OF TWO TRACTS OF LAND
TOTALING 1,830-ACRES OUT OF THE
POLLY & CHANCE LEAGUE
A-119, BRAZORIA COUNTY, TEXAS &
A-76, MATAGORDA COUNTY, TEXAS

Being a tract of land containing 1,830-acres, more or less, (2.860 square miles) out of the Polly & Chance League , A-119, Brazoria County, Texas & A-76, Matagorda County, Texas. Said 1,830-acre tract contains or is a part of the following tracts: the residue of a 1,941.11-acre tract of land recorded under Volume 252, Page 95 of the Brazoria County Deed Records, (B.C.D.R.), Brazoria County, Texas; the residue of a 1276-acre tract recorded under Volume 116, Page 616, B.C.D.R.; a 24.77-acre tract recorded under Volume 176, Page 25, B.C.D.R.; a 40-acre tract recorded under Volume 126 Page 284, B.C.D.R.; a 21.9 acre tract recorded under Volume 592, Page 162 & Volume 425, Page 661, B.C.D.R.; and the residue of a 44.2-acre tract. Said 1,830-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point that is the south corner of said Polly & Chance League, being the south corner of said tract herein described;

THENCE North 45 deg. 00 min. 00 sec. West, with the southwest line of said Polly & Chance League, a distance of 7487.88 feet to the west corner of said tract herein described;

THENCE North 45 deg. 00 min. 00 sec. East, with the northwest line of said tract herein described, a distance of 11042.11 feet to the north corner of said tract herein described;

THENCE South 45 deg. 02 min. 32 sec. East, with the southwest line of a 4.73-acre tract of land, described as "Tract 2", recorded under Volume 459, Page 264, B.C.D.R., a distance of 426.07 feet to an angle point of said tract herein described;

THENCE South 44 deg. 57 min. 28 sec. West, with the northwest line of a 4.51-acre tract of land, described as "Tract 1", recorded under Volume 692, Page 301, B.C.D.R., a distance of 15.00 feet to an angle point of said tract herein described;

THENCE South 26 deg. 39 min. 32 sec. East, with the southwest line of said 4.51-acre tract, a distance of 1446.50 feet to an angle point of said tract herein described;

THENCE South 45 deg. 02 min. 32 sec. East, with a northeast line of said tract herein described a distance of 2.88 feet to an angle point of said tract herein described;

THENCE South 45 deg. 16 min. 00 sec. West, with a line of a 1-acre tract of land as described in a deed recorded under Volume 423, Page 587 B.C.D.R., a distance of 465.43 feet to an angle point of said tract herein described;

THENCE South 05 deg. 55 min. 00 sec. East, with a line of said 1-acre tract, a distance of 79.00 feet to an angle point of said tract herein described;

THENCE South 57 deg. 20 min. 00 sec. East, with a line of said 1-acre tract, a distance of 52.00 feet to an angle point of said tract herein described;

THENCE North 05 deg. 55 min. 00 sec. East, with a line of said 1-acre tract, a distance of 93.00 feet to an angle point of said tract herein described;

THENCE North 45 deg. 16 min. 00 sec. East, with a line of said 1-acre tract, a distance of 445.52 feet to a angle point of said tract herein described;

THENCE South 45 deg. 02 min. 32 sec. East, with a northeast line of said tract herein described a distance of 410.53 feet to an angle point of said tract herein described;

THENCE South 02 deg. 54 min. 32 sec. East, with a northeast line of said tract herein described, a distance of 159.60 feet to an angle point of said tract herein described;

THENCE South 45 deg. 03 min. 34 sec. East, with a northeast line of said tract herein described, a distance of 332.89 feet to an angle point of said tract herein described;

THENCE South 38 deg. 11 min. 08 sec. East, with a southwest line of a 24.176-acre tract of land, described as "Tract 1", as recorded under Volume 1435, Page 292, B.C.D.R., a distance of 640.14 feet to an angle point of said tract herein described;

THENCE South 89 deg. 27 min. 39 sec. East, with a southwest line of said 24.176-acre tract, a distance of 560.95 feet to an angle point of said tract herein described;

THENCE South 83 deg. 23 min. 31 sec. East, with a southwest line of said 24.176-acre tract, a distance of 551.56 feet to an angle point of said tract herein described;

THENCE North 66 deg. 31 min. 41 sec. East, with a southwest line of said 24.176-acre tract, a distance of 159.57 feet to an angle point of said tract herein described;

THENCE North 85 deg. 16 min. 32 sec. East, with a southwest line of a 254.44-acre tract of land, a distance of 957.96 feet to an angle point of said tract herein described;

THENCE North 75 deg. 47 min. 19 sec. East, with a southwest line of a 254.44-acre tract of land, a distance of 468.36 feet to an angle point of said tract herein described;

THENCE South 15 deg. 24 min. 09 sec. East, with a east line of said tract herein described, a distance of 478.81 feet to an angle point of said tract herein described;

THENCE North 87 deg. 01 min. 11 sec. West, with a north line of a 51.19-acre tract as described as "Tract 2" in a deed recorded under Volume 1435, Page 292, B.C.D.R., a distance of 588.27 feet to an angle point of said tract herein described;

THENCE South 08 deg. 54 min. 09 sec. East, , with the west line of said 51.19-acre tract, a distance of 738.46 feet to an angle point of said tract herein described;

THENCE South 81 deg. 06 min. 14 sec. West, with the northeast line of said 51.19-acre tract, a distance of 412.13 feet to an angle point of said tract herein described;

THENCE South 08 deg. 53 min. 54 sec. East, with the northwest line of said 51.19-acre tract , a distance of 1165.91 feet to an angle point of said tract herein described;

THENCE South 44 deg. 36 min. 41 sec. East, with the northwest line of said 51.19-acre tract, a distance of 932.30 feet to an point in the northwest right-of-way line of County Road 359;

THENCE South 44 deg. 45 min. 00 sec. West, with the northwest right-of-way line of County Road 359, a distance of 1763.14 feet to an angle point of said tract herein described;

THENCE South 59 deg. 02 min. 10 sec. West, with the northwest right-of-way line of said County Road 359, a distance of 1166.19 feet to an angle point of said

tract herein described;

THENCE South 24 deg. 26 min. 38 sec. West, with the northwest right-of-way line of said County Road 359, a distance of 604.15 feet to an angle point of said tract herein described;

THENCE South 40 deg. 29 min. 10 sec. West, with the northwest right-of-way line of said County Road 359, a distance of 2695.37 feet to an angle point of said tract herein described;

THENCE South 44 deg. 25 min. 33 sec. West with a line of said tract herein described a distance of 4168.49 feet to the POINT OF BEGINNING and containing 1,830-acres, more or less, (2.860 square miles) of land.

NOTE: THE ABOVE DESCRIPTION WAS BASED ON AVAILABLE DEED INFORMATION SUPPLIED. PROPERTY WAS NOT ABSTRACTED OR SURVEYED IN CONNECTION WITH THIS DESCRIPTION.

EXHIBIT "B"

1. Roads as shown on plat recorded in Volume 2, Page 172, Plat Records, Brazoria County, Texas.

2. Roadways, easements, rights-of-ways, existing servitudes, pipelines, facilities and contracts and surface uses associated with the operations conducted by owner of the oil, gas and mineral estate.

3. The right of ingress and egress at all times for the purpose of mining, drilling, exploring (including by means of geophysical and geological surveys and tests), operating and developing the Property and removing the same therefrom.

4. That certain Agreement of Lease dated the 11th day of June, 1954, as amended and extended from time to time, by and between Magnolia Petroleum Company and Stanolind Oil and Gas Company and Old Ocean Recreational Club, and associated facilities and appurtenant rights.

5. Right of Way conveyed to or reserved by Harrison Oil Company, described in instrument recorded in Volume 291, Page 330 and 331 of the Deed Records of Brazoria County, Texas.

6. Right of way conveyed to or reserved by Defense Plant Corporation, described in instrument; recorded in Volume 398, Page 265 of the Deed Records of Brazoria County, Texas.

7. Right of way conveyed to or reserved by United States of America, described in instrument recorded in Volume 410, Page 416, 419, 421 and 422 of the Deed Records of Brazoria County, Texas.

8. Right of way conveyed to or reserved by Reconstruction Finance Corp., described in instrument recorded in Volume 423, Page 584 of the Deed Records of Brazoria County, Texas.

9. Pipeline Right of Way conveyed to or reserved by Texas-Illinois Natural Gas Pipeline Company, described in instrument recorded in Volume 485, Page 160 of the Deed Records of Brazoria County, Texas.

10. Pipeline Right of Way conveyed to or reserved by Texas-Illinois Natural Gas Pipeline Company, described in instrument recorded in Volume 488, Page 362 of the Deed Records of Brazoria County, Texas.

11. Right of way conveyed to or reserved by Texas Illinois Natural Gas Pipeline Company, described in instrument recorded in Volume 492, Page 538 of the Deed Records of Brazoria County, Texas.

EXHIBIT "B"

12. Right of way conveyed to or reserved by Texas Illinois Natural Gas Pipeline Company, described in instrument recorded in Volume 497, Page 426 of the Deed Records of Brazoria County, Texas.

13. Right of way conveyed to or reserved by Phillips Pipe Line Company, described in instrument recorded in Volume 499, Page 312 of the Deed Records of Brazoria County, Texas.

14. Easement for transmission line conveyed to or reserved by Community Public Service Company, described in instrument recorded in Volume 764, Page 123 of the Deed of Records of Brazoria County, Texas.

15. Easement conveyed to or reserved by Community Public Service Company, described in instrument recorded in Volume 553, Page 83 of the Deed Records of Brazoria County, Texas.

16. Pipeline easement conveyed to or reserved by Pan American Gas Company, described in instrument recorded in Volume 774, Pages 510 and 671 of the Deed Records of Brazoria County, Texas.

17. Pipeline and Meter Station easement conveyed to or reserved by Old Ocean Fuel Company, described in instrument recorded in Volume 776, Page 457, 461 and 465; Volume 777, Page 132; Volume 778, Page 619; Volume 781, Page 193 and 197; Volume 782, Page 104 and 143; Volume 786, Page 539 of the Deed Records Brazoria County, Texas.

18. Easement conveyed to or reserved by Phillips Petroleum Co., described in instrument recorded in Volume 791, Page 65 of the Deed records of Brazoria County, Texas.

19. Pipeline easement conveyed to or reserved by Tuloma Gas Products Company, described in instrument recorded in Volume 795, Page 576 of the Deed Records of Brazoria County, Texas.

20. Pipeline and Meter Station easement conveyed to or reserved by Old Ocean Fuel Company, described in instrument recorded in Volume 782, Page 104 of the Deed Records of Brazoria County, Texas.

21. Right of way conveyed to or reserved by Lo-Vaca Gathering Company, described in instrument recorded in Volume 837, Page 521 and 524 of the Deed Records of Brazoria County, Texas.

EXHIBIT "B"

22. Pipeline easement conveyed to or reserved by The Dow Chemical Company, described in instrument recorded in Volume 839, Page 571 of the Deed Records of Brazoria County, Texas.

23. Right of way conveyed to or reserved by Pan American Gas Company, described in instrument recorded in Volume 1042, Page 596, 599, 604 and 607 of the Deed Records of Brazoria County, Texas.

24. Right of way contract conveyed to or reserved by Phillips Petroleum Company, described instrument recorded in Volume 1079, Page 168 of the Deed Records of Brazoria County, Texas.

25. Road conveyed to or reserved by Brazoria County, described in instrument recorded in Volume 1143, Page 223 of the Deed Records of Brazoria County, Texas.

26. Right of Way conveyed to or reserved by Lo-Vaca Gathering Company , described in instrument recorded in Volume 1144, Page 125 of the Deed Records of Brazoria County, Texas.

27. Surface lease and Pipeline easement conveyed to or reserved by Lo Vaca Gathering Company, described in instrument recorded in Volume 1144, page 130 of the Deed Records of Brazoria County, Texas, given as substitution of Surface Lease dated November 13, 1962.

28. Right of way conveyed to or reserved by Channel Industries Gas Company, described in instrument recorded in Volume 1156, Page 810 of the Deed Records of Brazoria County, Texas.

29. Pipeline easement conveyed to or reserved by Amoco Gas Company , described in instrument recorded in Volume 1171, Page 887 of the Deed Records of Brazoria County, Texas.

30. Easement conveyed to or reserved by Sweeny-Old Ocean Telephone Company, described in instrument recorded in Volume 1205, Page 639 of the Deed Records of Brazoria County, Texas.

31. Easement and right of way to Phillips Petroleum Company as wet forth in Volume 1435, Page 292, Deed Records, Brazoria County, Texas.

32. Right of way agreement conveyed to or reserved by Phillips Petroleum Company, described in instrument recorded in Volume 1436, Page 601, Deed Records of Brazoria County, Texas. Amendment recorded in Volume 1456, Page 628, Deed Records, Brazoria County, Texas

EXHIBIT "B"

33. Right of way agreement conveyed to or reserved by Esperanza Transmission Co., described in instrument recorded in Volume 1627, Page 853 of the Deed Records of Brazoria County, Texas.

34. Right of way agreement conveyed to or reserved by Phillips Petroleum Company, described in instrument recorded in Volume 1539, Page 241 of the Deed Records of Brazoria County, Texas.

35. Right of way agreement conveyed to or reserved by Phillips Natural Gas Company, described in instrument recorded in Volume (85)127, Page 174 of the Official Records of Brazoria County, Texas.

36. Right of Way Agreement conveyed to or reserved by Phillips Petroleum Company, described in instrument recorded in Volume 1546, Page 645 of the Deed Records of Brazoria County, Texas.

37. Surface Lease and right of way agreement conveyed to or reserved by Dow Pipeline Company, described in instrument recorded in Volume 1592, Page 550 of the Deed Records of Brazoria County, Texas.

38. Pipeline and road easement conveyed to or reserved by Valero Transmission Company, described in instrument recorded in Volume 1621, Page 914 of the Deed Records of Brazoria County, Texas.

39. Pipeline easement conveyed to or reserved by Channel Industries Gas Company, described in instrument recorded in Volume 1622, Page 146 and Volume 1631, Page 994 of the Deed Records of Brazoria County, Texas.

40. Pipeline easement conveyed to or reserved by Phillips Natural Gas Company, described in instrument recorded in Volume (85)173, Page 570 and 578 of the Official Records of Brazoria County, Texas.

41. Pipeline easement conveyed to or reserved by The Dow Chemical Company , described in instrument recorded in Volume 1559, Page 457 of the Deed Records of Brazoria County, Texas.

42. Pipeline easement conveyed to or reserved by Phillips 66 Company, described in instrument recorded in Volume (90)820, Page 552 of the Official Records of Brazoria County, Texas.

43. Right of way conveyed to or reserved by Endevco Pipeline Company, described in instrument recorded in Volume (87)408, Page 218 of the Official Records of Brazoria County, Texas.

EXHIBIT "B"

44. Right of way conveyed to or reserved by Phillips Natural Gas Company, described in instrument recorded in Volume (85)127, Page 174 of the Official Records of Brazoria County,. Texas.

45. Right of way conveyed to or reserved by Brazoria County Precinct Four, described in instrument recorded under Clerk's File No. 93-034945 of the Official Records of Brazoria County, Texas.

46. Right of Way conveyed to or reserved by Phillips Petroleum Company, described in instrument recorded in Volume 1436, Page 601 of the Deed Records of Brazoria County, Texas. Amended in Volume 1456, Page 628, Deed Records Brazoria County, Texas.

47. Right of way conveyed to or reserved by Natural Gas Pipeline Company of America, described in instrument recorded under Clerk's File No. 96-000318, of the Official Records of Brazoria County, Texas.

48. Right of way conveyed to or reserved by Seagas Pipeline Company, described in instrument recorded under Clerk's File No. 95-037978 and 96-007495 of the Official Records of Brazoria County, Texas.

49. Surface Lease dated November 1, 1995, between Amoco Production Company and Mobil Producing Texas & New Mexico Inc. and Natural Gas Pipeline Company of America, recorded under Clerk's File No. 96-000319, Official Records, Brazoria County, Texas.

50. Valve Site Easement conveyed to or reserved by Phillips Petroleum Company, described in instrument recorded under Clerk's File No. 97-021723 of the Official Records of Brazoria County, Texas.

51. Surface Lease dated June 17, 1982, from Amoco Production Company and Mobil Producing Texas & New Mexico, Inc. to Valero Transmission Company, described in instrument recorded in Volume 1662, Page 11 of the Deed Records of Brazoria County, Texas.

52. Unitization Agreement recorded in volume 412, Page 1 of the Deed Records of Brazoria County, Texas, together with all extensions.

53. Minerals as set forth in Volume 285, Page 556 and Volume 288, Page 260 and 261, Deed Records, Brazoria County, Texas.

54. 1/4 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expected herefrom as the same are set forth in instrument recorded in Volume 203, at Page 469 of the

Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

55. A 1/96 of 5/6 of 3/4 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 252, Page 95 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforementioned instrument).

56. A 1/16 royalty interest in and to all oil, gas and other minerals on, in under or that may be produced from the subject property is expected herefrom s the same is set forth in instrument recorded in Volume 450, Page 368 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

57. Undivided 1/2 of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 296, at Page 352 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

58. 1/8 of the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expected herefrom as the same are set forth in instrument recorded in Volume 502, at Page 488 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

59. A 1/8 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced form the subject property is excepted herefrom s the same is set forth in instrument recorded in Volume 502, Page 556 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

60. A 3/16 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 502, Page 557 of the Deed Records of Brazoria County, Texas. (Title to said interest not checked subsequent to date of aforesaid instrument).

61. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 636, Page 91; Volume 639, Page 94; Volume 864, Page 165 of the Deed Records and Volume 309, at Page 451, and Clerk's File No. 93-

037258 and in present conveyance which will record under Clerk's File No. 94-005288, of the Official Records of Brazoria County, Texas. (Title to said interest not check subsequent to date of aforesaid instrument).

62. Oil, gas and mineral leases dated April 25, 1934, recorded in Volume 250, Page 188 of the Deed Records of Brazoria County, Texas, in favor of J. L. Poutra. (Title to said lease not checked subsequent to its date of execution).

63. Oil, gas and mineral lease dated May 20, 1936, recorded in Volume 278, Page 322 of the Deed Records of Brazoria County, Texas, in favor of Harrison Oil Company, et al. (Title to said lease not checked subsequent to its date of execution).

64. Pipeline Right of Way and Meter Station Easement conveyed to Old Ocean Fuel Company as described in Parcel No. 4 in instrument recorded in Volume 774, Page 510, of the Deed Records of Brazoria County, Texas. (Amoco Contract 47,409)

65. Spur tract Right of Way Agreement granted to The Defense Plant Corporation by Magnolia Petroleum Company and Old Ocean Oil Company dated July 3, 1943. (Amoco Contract 31,569)

66. Road Right of Way Agreement granted to The Defense Plant Corporation by Magnolia Petroleum Company and Old Ocean Oil Company dated June 6, 1942. Amoco Contract 31,570)

67. Terms and conditions contained in Certificate of Adjudication recorded in Volume (85)113, Page 66, Official Records, Brazoria County, Texas.

68. Right of Way conveyed to or reserved by The Dow Chemical Company, described in instrument recorded in Volume 512, Page 536, Deed Records of Brazoria County, Texas.

69. Grazing Lease granted to Eugene C. Hammond covering lands in the Armstrong Plantation Tract. (Amoco Contract 192,021)

THE STATE OF TEXAS
COUNTY OF BRAZORIA

I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.

Dolly Bailey
County Clerk of Brazoria Co., TX

FILED FOR RECORD
98 FEB 23 PM 3:10

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY TEXAS

98 006537 deed

BCAC

15
SM
29R
3500
BCAC

SECURITY FEE	1.00
MNGMT-PRES	5.00
RECORDING	29.00
TOTAL	35.00
FILE # 6537	
CASH	35.00

DRAWER-A 1
0001 2127-0000 0411 2/23/98 3:16PM MON

921070 182

TV/Brazoria R8133 6

25873

DEED

(6) Volume CF 921070 182
1,724 acres

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That, THE COUNTY OF BRAZORIA, state of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by the PHILLIPS PETROLEUM COMPANY, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the PHILLIPS PETROLEUM COMPANY all that certain tract or parcel of land in Brazoria County, Texas, more particularly described as follows, to wit:

See Exhibit A

Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the COUNTY OF BRAZORIA to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the above-described premises herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the PHILLIPS PETROLEUM COMPANY, and its assigns forever; and Grantor does

Return to: Phillips Petroleum Company
Property Taxes, Real Estate & Claims
P. O. Box 1967
Houston, Texas 77251-1967

hereby bind itself, its administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the PHILLIPS PETROLEUM COMPANY and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 21 day of January, 19 93.

JUDGE JAMES W. PHILLIPS
COUNTY OF BRAZORIA

ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZORIA

BEFORE ME, Betty Stamps,
on this day personally appeared JUDGE JAMES W. PHILLIPS, COUNTY OF BRAZORIA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 21 day of January, A.D. 19 93.

Betty Stamps
Notary Public, State of Texas

BETTY STAMPS
Notary Public, State of Texas
My Commission Expires 2-21-96

My Commission Expires: 02-21-96

77

EXHIBIT A

DESCRIPTION OF A 1.724-ACRE (75,081 SQUARE-FOOT) TRACT OF LAND OUT OF THE POLLY AND CHANCE LEAGUE, A-119, BRAZORIA COUNTY, TEXAS

Being a tract of land containing 1.724-acres (75,081-square feet) out of the Polly and Chance League, A-119, Brazoria County, Texas. Said 1.724-acre tract being County Road 373 between County Road 514 to the east and Little Linville Bayou to the west as abandoned by Brazoria County Commissioner's Court Order #9 of October 28, 1991. Said 1.724-acre tract being bounded on the south by a 32.65-acre tract designated as "Tract 93", bounded on the north by the residue of a 118.39-acre tract designated as "Tract 1" and bounded on the northwest by a 2.91-acre tract designated as "Tract 51" all being recorded by deed in Volume 365, Page 22, Official Records of Brazoria County, Brazoria County, Texas. Said 1.724-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found at Plant Coordinate North 42+92.26, West 27+63.88 for a northeast corner of said 32.65-acre tract, being the intersection point of the south right-of-way line of said County Road 373 (50-feet wide) and the southwest right-of-way line of said County Road 514 (70-feet wide), from which a 5/8-inch iron rod found for the southeast corner of said 32.65-acre tract bears South 20 deg. 24 min. 00 sec. East, a distance of 595.90 feet;

THENCE South 83 deg. 44 min. 00 sec. West with the south right-of-way line of said County Road 373 and with a north line of said 32.65-acre tract, a distance of 483.80 feet to a 5/8-inch iron rod found at Plant Coordinate North 46+13.05, West 31+26.04 for an angle point;

THENCE South 77 deg. 36 min. 00 sec. West with the south right-of-way line of said County Road 373 and with a north line of said 32.65-acre tract, a distance of 18.70 feet to 5/8-inch iron rod found at Plant Coordinate North 46+23.88, West 31+41.28 for an angle point;

THENCE South 41 deg. 37 min. 00 sec. West with the southwest right-of-way line of said County Road 373 and with a northeast line of said 32.65-acre tract, a distance of 1016.28 feet to 5/8-inch iron rod set at Plant Coordinate North 46+13.53, West 41+57.52 for a southeast corner of said tract herein described, located on the east gradient boundary of Little Linville Bayou;

THENCE North 01 deg. 35 min. 52 sec. East with the east gradient boundary of said Little Linville Bayou, a distance of 77.75 feet to a 5/8-inch iron rod set at Plant Coordinate North 46+64.13, West 40+98.49 for a southwest corner of said tract herein described, located in the southeast line of said 2.91-acre tract and the northwest right-of-way line of said County Road 373;

THENCE North 41 deg. 37 min. 00 sec. East with the northwest right-of-way line of said County Road 373 and with a southeast line of said 2.91-acre tract, at a distance of 884.90 feet pass an angle point of said 118.39-acre tract also being a southeast corner of said 2.91-acre tract and continuing for a total distance of 972.97 feet to 5/8-inch iron rod set at Plant Coordinate North 46+74.04, West 31+25.55 for an angle point;

THENCE North 77 deg. 36 min. 00 sec. East with the north right-of-way line of said County Road 373 and with a south line of said 118.39-acre tract, a distance of 37.62 feet to a 5/8-inch iron rod set at Plant Coordinate North 46+52.25, West 30+94.89 for an angle point;

THENCE North 83 deg. 44 min. 00 sec. East with the north right-of-way line of said County Road 373 and with a south line of said 118.39-acre tract, a distance of 473.54 feet to a 5/8-inch iron rod set at Plant Coordinate North 43+38.27, West 27+40.42 for a northeast corner of said tract herein described, located in the southwest right-of-way line of said County Road 514, from which the intersection point of the south right-of-way line of State Highway 35 (110-feet wide) and the southwest right-of-way line of said County Road 514 bears North 24 deg. 04 min. 00 sec. West, a distance of 716.21 feet (called 717.32 feet);

THENCE South 24 deg. 04 min. 00 sec. East with the southwest right-of-way line of said County Road 514, a distance of 5.40 feet to a 5/8-inch iron rod set at Plant Coordinate North 43+33.33, West 27+42.59 for an angle point;

THENCE South 20 deg. 24 min. 00 sec. East with the southwest right-of-way line of said County Road 514, a distance of 46.26 feet to the POINT OF BEGINNING and containing 1.724-acres (75,081-square feet) of land.

NOTES: 1) Coordinates shown hereon are based on the Phillips Petroleum Company Sweeny Refinery Horizontal Control System as defined by a Plant Monument located at N 28+07.73, W 35+50.00 and a PK Nail located at N 42+97.55, W 27+21.72.

2) Bearings shown hereon are based on the bearings called in deed of a 32.65-acre tract as described in Volume 365, Page 22, Official Records of Brazoria County, Brazoria County, Texas.

Compiled by:

WEISSER ENGINEERING COMPANY
16340 Park Ten Place Drive, Suite 103
Houston, Texas 77084

Job No. 399-139
01/07/92

ORDER NO. 9 RE: DISCONTINUANCE OF A PUBLIC ROAD, COUNTY ROAD 373, APPROVAL OF APPRAISED VALUE - PRECINCT 4

Motion by Commissioner Brooks, seconded by Commissioner Clawson that due and proper notice of such hearing has been given in the manner and for the length of time required by law and that proper action of such notice has been made to the Commissioner's Court, and the Court having heard the evidence in support of such Petition, and there being no opposition to such Petition and application;

that it is hereby Ordered that the right-of-way easements, being described as follows:

Being approximately 1,300 feet long connecting to CR 514 and being located in the Polly & Chance League, Abstract 119, Brazoria County, Texas and being shown on the road map attached hereto and made a part hereof. CR 373 begins at CR 514 and ends at Little Linville Bayou.

is hereby discontinued and abandoned, that Angleton Real Estate was appointed as appraiser of the discontinued right-of-way, and that the discontinued right-of-way be sold to Phillips 66 Company for the appraised value and that the County Judge is hereby authorized to sign this order setting forth same on behalf of the Commissioners Court.

Motion carried, all present voting aye.

FILED FOR RECORD
Nov 14 10 09 AM '92
Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page as the OFFICIAL RECORD at the time and date as stamped hereon by me.
Dolly Bailey
County Clerk of Brazoria Co., TX

I, Dolly Bailey, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain

ORDER NO. 9 RE: DISCONTINUANCE OF A PUBLIC ROAD, COUNTY ROAD 373, APPROVAL OF APPRAISED VALUE - PRECINCT 4

as passed by the Commissioners' Court at the October 28, A. D., 19 91, Special Term of Commissioners' Court, and as the same appear (s) in the Commissioners' Court Records of Brazoria County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of October, A. D., 19 91.

DOLLY BAILEY, Clerk County Court and Ex-Officio Clerk of the Commissinners' Court of Brazoria County, Texas

By S. Eberspacher Deputy

S. Eberspacher

25873

Deed

MNGMT-PRES	3.00
RECORDING	11.00
TOTAL	14.00
FILE #	25873
CASH	14.00

DRAWER-A 1
0001 2127-0000 0058 8/14/92 10:27AM FRI

Front

3.00 MP
11.00
14.00
PHILLIPS
PETRO

(5) Volume 1336 Page 828
2.91 acres

DEED
VOL. 1336 PAGE 828

Ownership
30

SPECIAL WARRANTY DEED

11009

THE STATE OF TEXAS }
COUNTY OF BRAZORIA } KNOW ALL MEN BY THESE PRESENTS:

THAT, AGWAY PETROLEUM CORPORATION of Syracuse, New York, (hereinafter referred to as "Grantor") for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto PHILLIPS PETROLEUM COMPANY, a Delaware corporation, with an office in Bartlesville, Oklahoma, (hereinafter referred to as "Grantee") its successors and assigns, all that certain tract of land situated in the upper one-third of the Polly and Chance League, Abstract 119, Brazoria County, Texas, described as follows, to wit:

Beginning in the center of Little Linville Bayou where the North right of way fence of the Columbia Bay City Road intersects the center line of same;

Thence with the north and northwest line of right of way of said road, N. 69° 10' E. 39 feet and N. 44° 20' E. 898.7 feet, to its intersection with the center line of proposed location of State Highway No. 58 on a curve;

Thence following the center line of said proposed location of said State Highway No. 58 around a 4° curve to left, 159.7 feet to P. T.;

Thence S. 67° 33' W. along the center line of said proposed location of said state highway, 634.8 feet to its intersection with the center line of a gully or drain;

Thence down the center line of said gully or drain with its meanders as follows, S. 46° 57' E. 89.3 feet and S. 0° 53' E. 305 feet to the place of beginning.

Containing 2.91 acres of land and conveyed by Warranty Deed dated November 21, 1927 from the heirs of Musetta Holland to Sample Parks and recorded in Deed Book 207 at page 574.

It is Grantor's intent to convey to Grantee all Grantor's right, title and interest to that certain trapezoidal tract of approximately 2.91 acres bounded on the Northeast by Grantee's land, on the South by the Jerry Baugh 30 acre tract, conveyed to said Baugh in 1897 by John Sweeny, and on the North and Northwest by lands held by the heirs of Musetta Holland, whether accurately described by the above survey or not,

together with all improvements thereon.

TO HAVE AND TO HOLD said premises and property, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging

unto the said Grantee, its successors and assigns, forever, and Grantor does hereby bind and obligate itself, its successors and assigns, to forever warrant and defend all and singular the said premises and property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is subject to any and all restrictions and easements of record. Taxes for the current year will be prorated as of the date this said deed was executed.

IN WITNESS WHEREOF, this instrument is executed this the 31st. day of March, 1977.

AGWAY PETROLEUM CORPORATION

By Russell J. Case
Vice President

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

BEFORE ME, the undersigned authority, on this day personally appeared RUSSELL J. CASE, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of AGWAY PETROLEUM CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 31st day of MARCH, 1977.

Kathleen Hadlock
Notary Public in and for ONONDAGA County, STATE OF NEW YORK.

My commission expires:
March 31, 1978

KATHLEEN HADLOCK
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4638207
My Commission Expires March 30, 1978

Return To: Phillips Petroleum Co.
Tax Insurance & Claims
Box 1967
Houston, Tx 77001

FILED FOR RECORD
AT 8:10 O'CLOCK A M
APR 22 1977
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY Pam Stevens DEPUTY

(1)

(4) Volume 423 Page 147
118.39 acres

William M. Holland et al

to

Phillips Petrol. Co.

Instrument---Warranty Deed

Dated---October 28, 1947

Filed---Nov. 10, 1947 at 8:10 a.m.

Recorded in Deed Book 423 pg. 147-50-

WARRANTY DEED

STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, William M. Holland, Mussetta Holland Bishop and husband S. L. Bishop, Catherine Holland Bannister and husband, J. H. Bannister, (hereinafter called Grantors), for and in consideration of Ten ($10.00) Dollars and other good and sufficient consideration, the receipt of all of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey subject to the reservation and agreement hereinafter stated, unto Phillips Petroleum Company, a Delaware Corporation, with an office, in Bartlesville, Oklahoma, (hereinafter called Grantee) the following described tract of land located and situated in Brazoria County, Texas, to-wit:

BEGINNING at a point in the center line of State Highway No. 35, at its intersection with the center line of Farm to Market Highway No. 524, at Old Ocean, Brazoria County, Texas, to-wit:

THENCE South 48 deg. 15' East 440.1 feet to a point on the center line of said Highway No. 524;

THENCE South 41 deg. 59' West 454.6 feet to a point in the center line of a public road, the point of beginning of this described 118.39 acre tract;

THENCE South 41 deg. 59' West 2310.2 feet along the center line of a 75 ft. public road to its intersection with the South line of a 50 ft. public road;

THENCE along the South line of said 50 ft. public road North 76 deg. 23' West 1238 ft. to a bend in the road;

THENCE along the south side of public road South 83 deg. 44' West 1282.5 ft to a bend in the road;

THENCE South 77 deg. 36' West 95.9 ft. to a fence corner;

THENCE along the fence South 67 deg. 58' West 856.8 ft. to the intersection of said fence with the center line of a small creek;

THENCE up the center line of said creek with its meanders as follows:

North 79 deg. 13' West 64.6 feet;
North 66 deg. 28' West 115.2 feet;
North 25 deg. 06' West 31.4 feet;
North 04 deg. 39' West 29.5 feet;
North 06 deg. 24' East 117.4 feet;
North 38 deg. 19' West 51.6 feet;
South 80 deg. 03' West 64.3 feet;
North 27 deg. 45' West 78.3 feet;
North 84 deg. 36' East 97.6 feet;
North 10 deg. 13' East 138.6 feet;
North 39 deg. 32' West 31.9 feet;
North 07 deg. 44' East 22.3 feet;
North 16 deg. 08' East 36.3 feet;
North 56 deg. 49' East 34.2 feet;
North 08 deg. 38' West 49.3 feet;
North 51 deg. 48' West 19.7 feet;

to the intersection of said creek with the South right-of-way line of State Highway No. 35;

(continued)

176644.

THENCE along the South right-of-way of Highway No. 35, North 70 deg. 05' East 4905.6 feet to a fence corner on the right-of-way line of said Highway No. 35;

THENCE along the fence South 49 deg. 35' East 634.5 feet to the place of beginning of this 118.39 acre tract. This tract being out of the Polley and Chance League, Abstract 119, Brazoria County, Texas. 128,4242.

<Grantors hereby reserve unto themselves, their heirs, successors and assigns, all the oil, gas and other mineral except water in and under said above described land (water shall not be considered a mineral within the meaning of this reservation), together with the right of ingress and egress for the purpose of drilling, developing, producing, storing, transporting, and handling said oil, gas and other mineral.>

It is further understood and agreed that Grantors shall have the right to remain in occupancy and possession of the residences barns and other structures used in connection therewith and now located on said land for a period not in excess of ninety (90) days from and after the date of this deed, By agreement with grantors, expiring December 31, 1947, one Dick Flessner is pasturing livestock on said land hereby conveyed. Subject to said pasturing agreement, Grantee shall have immediate possession of said land and premises, except said residences, barns and other said structures and at the end of said Ninety (90) day period (or sooner in the event Grantors vacate said residences, barns and structures before the end of said period) Grantee shall have the exclusive possession of said residences, barns and other structures.

It is further understood and agreed that this conveyance is made subject to existing easements, if any, on and over said land and now being used for Public Road purposes.

Taxes for the current year shall all be paid by Grantors.

TO HAVE AND TO HOLD the above described lands and premises together with all and singular the rights, improvements and appurtenances, thereto in anywise belonging, unto the said Phillips Petroleum Company, its successors and assigns forever. And Grantors do hereby bind themselves and each of them, their heirs, Administrators, and Executors, to warrant and forever defend, all and singular, the said land and premises unto the said Phillips Petroleum Company, its successors, grantees and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 28th day of October, 1947.

William M. Holland
Mussetta Holland Bishop
S. L. Bishop
Catherine Holland Bannister
J. H. Bannister

$62.05 I.R.S. Cancelled.

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared William M. Holland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of Oct. A.D. 1947.

(SEAL)

G. T. Christoph,
Notary Public, County of Harris,
State of Texas.

(continued)

(3) Volume 1520 Page 55
14.50 acres
and
29.76 acres

DEED GROVEY

19290 VOL 1520 PAGE 555

SPECIAL WARRANTY DEED

THE STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA :

THAT, AURORA TERMINAL & TRANSPORTATION, INC., an Ohio corporation, Grantor, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to it in hand paid by PHILLIPS PETROLEUM COMPANY, Grantee, receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents, does grant, sell and convey unto the said PHILLIPS PETROLEUM COMPANY, a Delaware corporation with offices in Bartlesville, Oklahoma, all those certain tracts of land situated in Brazoria County, Texas, described as follows, to-wit:

A 14.50 acre tract and a 29.76 acre tract in the Upper 1/3 of the Polly and Chance League, A-119, Brazoria County, Texas, being more particularly described in two tracts as follows:

TRACT I: A 14.50 acre tract in the Upper 1/3 of the Polly and Chance League, A-119, Brazoria County, Texas, being a portion of a 15 acre tract described in a Warranty Deed from John Sweeny et ux to T. J. Grovey, dated December 21, 1897 and recorded in Book 41, Page 329 of the Brazoria County Deed Records, and a portion of a 25 acre tract as described in a Warranty Deed from John Sweeny et ux to T. J. Grovey dated December 21, 1897 and recorded in Book 46, Page 60 of said deed records, said 14.50 acre tract being more particularly described as follows:

Beginning at a point on the northeasterly bank of Little Linville Bayou, said point bears S 42° 43' W a distance of 909.1 feet from the south corner of a 35.72 acre tract described in a Warranty Deed from Nellie Grovey, et al to Phillips Petroleum Company dated September 15, 1952 and recorded in Volume 545, Page 186 of said deed records;

Thence N 42° 43' E along the Southeast line of said Grovey 15 acre tract a distance of 909.1 feet to the south corner of said 35.72 acre tract;

Thence N 20° 24' W along the Westerly line of said 35.72 acre tract being parallel with and 35 feet Westerly at right angles from the centerline of County Road #514, a distance of 1204.4 feet to the west corner of said 35.72 acre tract;

Thence S 42° 37' W along the southeast line of the Jerry Baugh Estate a distance of 873.8 feet to a point on the northerly bank of Little Linville Bayou;

Thence Southerly with the meanders of the easterly bank of Little Linville Bayou to the Point of Beginning and containing 14.50 acres more or less.

TRACT II. A 29.76 acre tract in the Upper 1/3 of the Polly and Chance League, A-119, Brazoria County, Texas, being those same lands described in a Warranty Deed from Mussetta Holland, et vir to T. J. Grovey (called 26 acres) dated April 10, 1913, and recorded in Volume 120, Page 229, Brazoria County Deed Records, said 29.76 acre tract being more particularly described as follows:

Beginning at a point on the southwesterly bank of Little Linville Bayou, said point bears S 42° 43' W a distance of 968.4 feet from the south corner of said 35.72 acre tract;

Return to: Phillips Petroleum Co.
Real Estate & Insurance
P.O. Box 1967
Houston, TX 77001

DEED
VOL 1520 PAGE 556

Thence S 42° 43' W along the Southeast line of said Grovey 26 acre tract a distance of 695.6 feet;

Thence N 46° 57' W a distance of 1055.8 feet to the south corner of a 26 acre tract as described in a Warranty Deed from Mussetta Holland, et vir to Jerry Baugh as recorded in Volume 183, Page 486;

Thence N 43° 03' E along the southeast line of said 26 acre tract a distance of 578.9 feet to a point on the southerly bank of Little Linville Bayou;

Thence Southeasterly along the meanders of the westerly bank of said Little Linville Bayou to the Point of Beginning and containing 29.76 acres more or less

together with all improvements thereon.

This Deed is given subject to reservation of all oil, gas and other minerals in the above described tracts in prior deed to Grantor from Godwin Grovey, Jr. et al.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunder in anywise belonging unto the said Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises and property unto the said Grantee, its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor.

Taxes for the year 1980 shall be prorated as of the date of delivery of this deed, and Grantee expressly assumes the payment of same.

WITNESS OUR HAND this 30th day of June, 1980.

ATTEST:

John A. Shields Jr.
Assistant Secretary
John A. Shields, Jr.

AURORA TERMINAL & TRANSPORTATION, INC.

Robert W. Glenn
President
Robert W. Glenn

STATE OF :

COUNTY OF :

BEFORE ME, the undersigned authority, on this day personally appeared Robert W. Glenn, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Aurora Terminal & Transportation, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office this 30th day of June, 1980.

Filed For Record at 11:25 o'clock A.M.
July 8 1980 H.R. Stevens, Jr.,
Clerk County Court, Brazoria County,
Texas - By Helen Wulka Deputy

Notary Public in and for [illegible]
County, [illegible]

JOAN PRADHT, Notary Public
Zallanoche, Butler Co.
My Commission Expires
May 23, 1981

My commission expires:

5-23-81

(2) Volume 1527 Page 890

32.65 acres

DEED

VOL 1527 PAGE 890

FPC 5/1/80, MSS:F

24353

SPECIAL WARRANTY DEED

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA I

THAT, AURORA TERMINAL & TRANSPORTATION, INC., an Ohio corporation, Grantor, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to it in hand paid by PHILLIPS PETROLEUM COMPANY, Grantee, receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said PHILLIPS PETROLEUM COMPANY, A Delaware corporation with offices in Bartlesville, Oklahoma, all that certain tract of land situated in Brazoria County, Texas, described as follows, to-wit:

A 32.65 acre tract of land in the Upper 1/3 of the Polly and Chance League, A-119, Brazoria County, Texas, being a portion of a 30 acre tract described in a Warranty Deed from John Sweeny et ux to Jerry Baugh dated December 21, 1897, recorded in Book 41, Page 331 of the Brazoria County Deed Records, and a portion of a 6 acre tract described in Warranty Deed from M. Holland et al to Jerry Baugh dated March 7, 1911, recorded in Volume 104, Page 607 of said deed records, said 32.65 acre tract of land being more particularly described as follows:

Beginning at a point on the north bank of Little Linnville Bayou said point bears S 42° 37' W a distance of 873.8 feet from the south corner of a 5.36 acre tract described in Warranty deed from J. Baugh et al to Phillips Petroleum Company dated September 15, 1952 and recorded in Volume 546, Page 22 of said deed records, said south corner being 35 feet westerly at right angles from the centerline of County Road #514;

Thence N 42° 37' E along the northwest line of the T. J. Grovey estate, a distance of 873.8 feet to the south corner of said 5.36 acre tract;

Thence N 20° 24' W along the southwest line of said 5.36 acre tract being parallel with and 35 feet Westerly at right angles from the centerline of County Road #514 a distance of 595.9 feet to the northwest corner of said 5.36 acre tract being a point in the southerly line of the Old Bay City and West Columbia Road;

Thence S 83° 44' W along the southerly line of the Old Bay City and West Columbia Road a distance of 483.8 feet to an angle point;

Thence S 77° 36' W along the southerly line of the Old Bay City and West Columbia Road a distance of 18.7 feet to an angle point;

Thence S 41° 37' W along the southeasterly line of the Old Bay City and West Columbia Road a distance of 1033.8 feet to the Easterly bank of Little Linnville Bayou;

Thence Southeasterly along the meanders of the bank of Little Linnville Bayou as follows:

S 09° 36' W - 17.1 feet;

S 28° 11' W - 113.7 feet;

S 36° 49' W - 176.7 feet;

S 05° 35' E - 225.7 feet;

DEED

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S 53° 07' E - 257.8 feet;

S 32° 58' E - 201.9 feet;

S 63° 04' E - 171.4 feet;

N 62° 18' E - 226.3 feet;

N 13° 17' E - 135.1 feet;

N 29° 39' E - 214.4 feet;

N 52° 52' E - 152.2 feet;

S 83° 58' E - 14.7 feet to the point of beginning and containing 32.65 acres.

together with all improvements thereon.

This Deed is given subject to reservation of all oil, gas and other minerals in the above described tract in prior deed to Grantor from Ernest Baugh, et al.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises and property unto the said Grantee, its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor.

Taxes for the year 1980 shall be prorated as of the date of delivery of this deed, and Grantee expressly assumes the payment of same.

WITNESS OUR HAND this 15TH day of August, 1980.

ATTEST:

John A. Shields Jr.
Assistant Secretary
John A. Shields, Jr.

AURORA TERMINAL & TRANSPORTATION, INC.

Robert W. Glenn
President
Robert W. Glenn

FILED FOR RECORD
AT 4:45 O'CLOCK P M.
AUG 22 1980
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY Helen Sevilka DEPUTY

STATE OF I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared Robert W. Glenn, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Aurora Terminal and Transportation, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL of office this the 15th day of August, 1980.

Joan Fracht
Notary Public in and for Burlesa County,

JOAN FRACHT, Notary Public
Zelienonle, Butler Co., Texas
My Commission Expires
May 23, 1981

My commission expires:

5-23-81

[illegible]

(1) Volume 546 Page 22

5,366 acres

THE STATE OF Texas
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Rheba Jones Spiner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacities therein stated.

Given under my hand and seal of office this 30th day of September, 1952.

Ava W. Watts
Notary Public in and for
Harris County, Texas

AVA W. WATTS
Notary Public, in and for Harris County, Texas
My Commission Expires June 1, 1953

THE STATE OF Texas
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Gertrude Pulaski, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of October, 1952.

Ava W. Watts
Notary Public in and for
Harris County, Texas

AVA W. WATTS
Notary Public, in and for Harris County, Texas
My Commission Expires June 1, 1953

Filed for Record at 8:00 o'clock A.M., Oct 6, 1952, H. R. Stevens, Jr.,
Clerk County Court, Brazoria Co., Texas. By M. Williams Deputy.

THE STATE OF TEXAS
COUNTY OF BRAZORIA

2527

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JERRY BAUGH, BOBBIE BAUGH and his wife, LEVADA BAUGH; OLLIE MAE BAUGH SPECHT and her husband, LESSIE SPECHT; JERRY BAUGH, JR., and his wife, MARZEL BAUGH; RANDOLPH BAUGH and his wife, BIRDIE LEE BAUGH; MALLIE BAUGH ALEX and her husband, JAMES ALEX; MANIE BAUGH BURNS and her husband, LEE BURNS; HARRY JENKINS and his wife, IMOGENE JENKINS; PEACHY TALBERT BAUGH and his wife, IDA BAUGH; DEWEY TALBERT BAUGH and his wife, EMMA BAUGH; GERTRUDE TALBERT JOHNSON and JOE JOHNSON, her husband, of Brazoria County, Texas, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration in hand paid by PHILLIPS PETROLEUM COMPANY, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said PHILLIPS PETROLEUM COMPANY the following described real property and premises, situated in Brazoria County, State of Texas, to-wit:

A certain tract or parcel of land containing part of the Jerry Baugh 6-acre tract recorded in Volume 104, Page 607, dated 3-7-11 and part of the Jerry Baugh 30-acre tract recorded in Volume 41, Page 331, dated 12-21-97 and more particularly described as follows:

BEGINNING at a point at the intersection of the south line of old Bay City-West Columbia road and a fence running southwest between the Baugh tracts and the T. J. Grovey Tracts, for the east corner of this tract. Said point also being the north or west corner of the T. J. Grovey 6-acre tract, the north corner of the T. J. Grovey 25-acre tract and in the south line of Phillips Petroleum Company's Mussetta Holland Tract.

THENCE S42°37' W along the northwest line of the T. J. Grovey 25-acre tract 875.4 feet to a point for the south corner of this tract.

THENCE N20°24' W a minimum of 30.0 feet west of and approximately parallel to the Texas Illinois 24" Gas Pipe Line 595.9 feet to a point in the south line of the old Bay City-West Columbia Road, the South line of Phillips Petroleum Company's Mussetta Holland Tract.

THENCE with the south line of the said road and the said Holland Tract N83°04' E 758.7 feet to an angle point.

THENCE 57½° E 6.7 feet to the place of beginning and containing 5.35 acres of land. Being a part of the Polly & Chance Lge., Abst. 119.

There is excepted from this conveyance all of the oil, gas and other minerals, except water, in and under said above described tract of land.

TO HAVE AND TO HOLD THE ABOVE described premises and all rights appurtenant thereto unto PHILLIPS PETROLEUM COMPANY, its successors and assigns, forever, and the Grantor does hereby bind and obligate themselves, their heirs, assigns and administrators, to warrant and forever defend unto the PHILLIPS PETROLEUM COMPANY, its successors and assigns, title to the above described land and premises against every person whomsoever lawfully claiming or to claim the same or any part thereof.

SIGNED AND DELIVERED THIS 15TH DAY OF SEPTEMBER 1952.

JIMMY BAUGH

BOBBIE BAUGH

LEVADA BAUGH

OLLIE MAY BAUGH SPRACHT

LESSIE SPRACHT

JERRY BAUGH, SR.

MARZEL BAUGH

RANDOLPH BAUGH

BIRDIE LEE BAUGH

HALLIE BAUGH ALEX

JAMES ALEX

MARIE BAUGH BURNS

LEE BURNS

HARRY JENKINS

INNOCENT JENKINS

PEACHY TALBERT BAUGH

IDA BAUGH

24

DERRY TALBERT BAUGH

EMMA BAUGH

GERTRUDE TALBERT JOHNSON

JOE JOHNSON

THE STATE OF TEXAS }
COUNTY OF BRAZORIA }

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 13th day of Oct., 1952, personally appeared JERRY BAUGH to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT CERTIFY THAT I AM NOT A STOCKHOLDER OR AN OFFICER OF PHILLIPS PETROLEUM COMPANY.

Notary Public

My Commission expires June 1, 1953.

THE STATE OF TEXAS }
COUNTY OF BRAZORIA }

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared BOBBIE BAUGH and his wife, LEVADA BAUGH, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this the 15 day of Sept., 1952.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT CERTIFY THAT I AM NOT A STOCKHOLDER OR AN OFFICER OF PHILLIPS PETROLEUM COMPANY.

Notary Public

My commission expires - June 1, 1953.

STATE OF TEXAS }
COUNTY OF BRAZORIA }

BEFORE ME, the undersigned Notary Public, on this day personally appeared LESSIE SPECHT and his wife, OLLIE MAE BAUGH SPECHT, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 17 day of Sept., 1952.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT CERTIFY THAT I AM NOT A STOCKHOLDER OR AN OFFICER OF PHILLIPS PETROLEUM COMPANY.

Notary Public

CATHERINE H. BANNISTER
Notary Public in and for Brazoria County, Texas

My commission expires June 1, 1953.

STATE OF TEXAS }
COUNTY OF ~~BRAZORIA~~ Jefferson }

BEFORE ME, the undersigned Notary Public, on this day personally appeared JERRY BAUGH, JR., and his wife, MARZEL BAUGH, both known to me to be to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considera-

tion therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 8 day of October, 1952.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT, CERTIFY THAT I AM NOT A STOCKHOLDER IN NOR AN OFFICER OF PHILLIPS PETROLEUM COMPANY. Nettie A. Tillman
Notary Public

My Commission Expires June 1, 1953

STATE OF TEXAS
STATE OF Texas)
COUNTY OF Galveston) ss

Before me, the undersigned, a Notary Public, within and for said County and State, on this 8th day of October, 1952, personally appeared Randolph Baugh to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses, purposes, and consideration therein set forth.

My commission expires June 1, 1953

W. K. Hebert
Notary Public

I, the undersigned, notary public do hereby certify that on the 8th day of October, 1952, I was not an officer of nor a stockholder in Phillips Petroleum Company, a corporation.

Witness my hand and official seal, this 8th day of October, A.D., 1952.

W. K. Hebert
Notary Public

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Matagorda

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared Ora Norris, Birdie Lee Baugh, wife of Randolph Baugh known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Birdie Lee Baugh acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 9th day of October, A. D. 1952

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT, CERTIFY THAT I AM NOT A STOCKHOLDER IN NOR AN OFFICER OF PHILLIPS PETROLEUM COMPANY.

(L. S.) Ora Norris

My commission expires June 1, 1953

THE STATE OF TEXAS)
COUNTY OF Galveston)

BEFORE ME, the undersigned Notary Public, on this day personally appeared JAMES ALEX and his wife, HALLIE BAUGH ALEX, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed: and that she did not wish to retract it.

Given under my hand and seal of office this the 8 day of October, 1952.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT, CERTIFY THAT I AM NOT A STOCKHOLDER IN NOR AN OFFICER OF PHILLIPS PETROLEUM COMPANY. W. K. Hebert
Notary Public

June 1, 1953 Commission Expires

THE STATE OF TEXAS)
COUNTY OF Galveston)

BEFORE ME, the undersigned Notary Public, on this day personally appeared LEE BURNS and his wife, MAMIE BAUGH BURNS, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to

her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 9th day of October, 1952.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT, CERTIFY THAT I AM NOT A STOCKHOLDER IN NOR AN OFFICER OF PHILLIPS PETROLEUM COMPANY.

Florence Price
Notary Public

My commission expires
6/1/53

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned Notary Public, on this day personally appeared HARRY JENKINS and his wife, IMOGENE JENKINS, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 30 day of SEPT, 1952.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT CERTIFY THAT I AM NOT A STOCKHOLDER IN NOR AN OFFICER OF PHILLIPS PETROLEUM COMPANY.

C. May Arella
Notary Public
C. MAY ARELLA
Commission Expires 6-1-53

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned Notary Public, on this day personally appeared PEACHY TALBERT BAUGH and his wife, IDA BAUGH, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 17 day of Sept, 1953.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT, CERTIFY THAT I AM NOT A STOCKHOLDER IN NOR AN OFFICER OF PHILLIPS PETROLEUM COMPANY.

J. M. Richardson
Notary Public
June 1st 1953
Commission Expiration

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned Notary Public, on this day personally appeared DEWEY TALBERT BAUGH and his wife, EMMA BAUGH, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 17 day of Sept, 1953.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT, CERTIFY THAT I AM NOT A STOCKHOLDER IN NOR AN OFFICER OF PHILLIPS PETROLEUM COMPANY.

J. M. Richardson
Notary Public
June 1st 1953
Commission Expiration

STATE OF TEXAS)
COUNTY OF ~~BRAZORIA~~ Harris)

BEFORE ME, the undersigned Notary Public, on this day personally appeared JOE JOHNSON and his wife, GERTRUDE TALBERT JOHNSON, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the aforesaid wife having been examined by me privily and apart from her husband, and having the same fully explained to her, she acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 19 day of Sept, 1952.

I, THE NOTARY PUBLIC TAKING THIS ACKNOWLEDGMENT, CERTIFY THAT I AM NOT A STOCKHOLDER IN NOR AN OFFICER OF PHILLIPS PETROLEUM COMPANY.

Felix Barnes
Notary Public

Filed for Record at 3:25 o'clock A.M., Oct 2, 1952, H. R. Stevens, Jr., Clerk County Court, Brazoria Co., Texas, By [illegible] Deputy.

THE STATE OF TEXAS)
COUNTY OF BRAZORIA) 12528

KNOW ALL MEN BY THESE PRESENTS: That we, Lonie (sometimes called Lonis) Sims Smith, widow and survivor in community of R. G. Smith, deceased, of Brazoria County, Texas, and Genevieve Smith, a feme sole, of Harris County, Texas, being the widow and all the children of R. G. Smith, deceased, except Lavena Mae Schmidt the Grantee herein, and together with Lavena Mae Schmidt constitute the sole heirs at law of the said R. G. Smith, deceased, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to us cash in hand paid by Lavena Mae Schmidt, out of her separate estate and funds, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said Lavena Mae Schmidt, of San Patricio County, Texas, in her separate right and estate, all that certain tract or parcel of land lying and being situated in Brazoria County, Texas, and more particularly described as follows, to-wit:

> Being the West one-half (W½) of Lot No. One Hundred Thirty-five A (135A) of the Lorraine Subdivision of Tract 100 and the South one-half of Tract 101 and part of Tract 99, in the J. de J. Valderas Survey, Abstract 380 in Brazoria County, Texas, according to the map and plat and dedication thereon dated August 13, 1943, and of record in Plat Book 3, page 207-8 of the Map and Plat Records of Brazoria County, Texas, to which reference is here made for all appropriate purposes; and being the same property described in that certain deed from Mrs. Delilah V. Lorraine, a widow, to R. G. Smith and wife, Lonie S. Smith, dated August 7, 1950, and recorded in Vol. 483, page 58, of the Deed Records of Brazoria County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Lavena Mae Schmidt, in her separate right and estate, her heirs and assigns, forever; and we do

(10)

1 365 acres

452

and having the same fully explained to her, she, the said Edna K. Brown, acknowledged said instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 24 day of March A. D. 1948

Estelle Dunnam

Notary Public in and for Polk County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Woodland

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John E. Miles and Vera L. Miles, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Vera L. Miles, wife of the said John E. Miles, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Vera L. Miles acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of March A. D. 1948

(L. S.)

Notary Public in and for Brazoria County, Texas

Filed for Record at 9:40 o'clock A. M., Mar 31 1948, H. R. Stevens, Jr., Clerk County Court, Brazoria County, Texas By Nannie Mae Hinds Deputy

4616

THE STATE OF TEXAS,

COUNTY OF BRAZORIA.

KNOW ALL MEN BY THESE PRESENTS, that we, William H. Holland of the County of Harris and State of Texas, Mussetta Holland Bishop joined herein by my husband, S. L. Bishop, of the County of Harris and State of Texas, and Catherine Bannister and husband, J. H. Bannister, of the County of Brazoria and State of Texas, being all of the surviving heirs of Mussetta Sweeny Holland, deceased, for and in consideration of the sum of Fourteen Hundred ($1400.00) Dollars, to us in hand paid by Aron Baugh, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, subject to the reservation of all oil, gas and other minerals in the grantors as is hereinafter provided, and by these presents do grant, sell and convey, subject to the reservation of all oil, gas and other minerals in the grantors as hereinafter provided, unto the said Aron Baugh of the County of Brazoria and State of Texas, all that certain tract and parcel of land described as follows:

Beginning at an iron pipe set at the intersection of the North Right of Way line of State Highway No. 35 and the Northwest line of a 411 acre tract out of the Polly & Chance Survey, Abstract No. 119, said Northwest line of said 411 acre tract also being the Northwest line of said Polly & Chance Survey;

Thence North 45 degrees 00' East 1007.12 feet with said Northwest line of said 411 acre tract to the center of Little Linville Bayou;

Thence down the center of Little Linville Bayou

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Less and except
Condemnation Action
Attached

with the following meanders: South 66 degrees 04' East 16.34 feet, South 32 degrees 05' East 64.47 feet, South 47 degrees 44' East 56.57 feet, South 67 degrees 52' East 110.42 feet, South 39 degrees 14' East 63.54 feet, North 69 degrees 35' East 89.94 feet, South 24 degrees 03' East 101.83 feet, South 84 degrees 46' East 59.34 feet, South 43 degrees 50' East 60.08 feet, South 87 degrees 44' East 46.52 feet and South 70 degrees 30' East 69.65 feet to the North Right-of-Way line of State Highway No. 35;

Thence South 73 degrees 08' West 1342.0 feet along the North Right-of-Way line of State Highway No. 35 to the place of beginning.

The above described tract contains 6.995 acres of land more or less, lying and situated in Brazoria County, Texas.

It is hereby expressly agreed and understood, that out of the grant hereby made, there is excepted and reserved to the grantors herein all mines of, and all oil, gas and all minerals, on and under the said land and premises herein described and conveyed; and it is hereby expressly agreed and understood that grantors herein, their heirs and assigns shall have, and they hereby have the right and power to enter on and upon said land or any part thereof for the sole and only purpose of mining and operating for oil, gas or any other minerals on, upon or under said land, and of laying pipe lines and of building tanks, shafts, tunnels, power stations and structures thereon to produce, mine, save and take care of said products, and to take all such, necessary and convenient means for working, preparing, getting and removing said minerals from under and away from said land and premises, it being expressly agreed and understood by and between the parties hereto that none of the oil, gas or minerals on and under the said land and premises herein described and conveyed shall be conveyed by this deed, but all title to the same are reserved by and shall remain in the grantors herein.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Aron Baugh, his heirs or assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said Aron Baugh, his heirs and assigns, against every person whomsoever, lawfully claiming, or to claim the same, or any part thereof.

Witness our hands, at Houston, Harris County, Texas, this 7th day of February, A. D. 1947.

William G. Holland

Beulah

Mrs. Elizabeth Bishop

D. A. Bannister

Della Bannister

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THE STATE OF TEXAS,

COUNTY OF HARRIS.

Before me, G. L. Dahl, Notary Public, in and for said county and state, on this day personally appeared William M. Holland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27th day of ~~March~~ February, A. D. 1947.

G. L. Dahl
Notary Public, in and for Harris County, Texas.

THE STATE OF TEXAS,

COUNTY OF HARRIS.

Before me, [illegible] a Notary Public in and for the County of Harris, in the State of Texas, on this day personally appeared S. L. Bishop and Musetta Holland Bishop, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Musetta Holland Bishop, wife of the said S. L. Bishop, having been examined by me privily and apart from her said husband, and having the same fully explained to her, she, the said Musetta Holland Bishop, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 31 day of February, A. D. 1947.

[illegible]
Notary Public, in and for Harris County, Texas.

THE STATE OF TEXAS,

COUNTY OF [illegible]

Before me, [illegible], a Notary Public in and for the County of Harris, in the State of Texas, on this day personally appeared [illegible], his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said [illegible], wife of the said [illegible], having been examined by me privily and apart from her said husband, and having the same fully explained to her, she, the said [illegible], acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 27 day of February, A. D. 1947.

[illegible]
Notary Public, in and for Harris County, Texas.

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PROJECT: 8012-2-27
PARCEL: 717

NO. 25,701S

THE STATE OF TEXAS	§	CONDEMNATION PROCEEDING FILED
	§	
V.	§	IN THE COUNTY COURT AT LAW NO.
	§	2
EVA MAE BAUGH, ET AL.	§	OF BRAZORIA COUNTY, TEXAS

JUDGMENT OF COURT IN ABSENCE OF OBJECTION

BE IT REMEMBERED:

That on this date there came on to be heard and considered the decision of the Special Commissioners filed on November 18, 1999, with the Judge of aforesaid Court under the above entitled and numbered cause, which is a condemnation proceeding in which the State of Texas is Plaintiff and the following are Defendants: Eva Mae Baugh; Patsy Ann Hobbs; Randolph Hobbs; Charlie Specht; Betty Specht; Verna Dixon; Linda Specht Taylor; Jimmie Morris; Maria Specht; Donald Specht; Kathleen Specht; Anthony Specht; Barbara Specht; Sheila Specht; Lolita Specht; Larry Cadd; Elizabeth Cadd; Jimmy Cadd; Glenda Brinkley; Brazoria County; Brazoria County Education District; and Sweeny Independent School District, Individually and as Successor of Brazoria County Education District.

It appears to the Court, and it is so found, that no objections to said decision were filed within the time provided by law and that said decision has been filed with the Clerk of this Court.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That said decision of said Special Commissioners be, and the same is hereby, made the judgment of this Court.

2. That the Clerk of this Court record said decision in the minutes of this Court.

MAIL TO: ✓ TXDOT
P.O. Box 1386
Houston, TX 77251
R.O.W./C.L.R.

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

3. That by virtue of said decision of said Special Commissioners, the State of Texas is entitled to condemn and does hereby have judgment against the above-named Defendants for the fee estate in the property situated in Brazoria County, Texas, and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Except there shall be excluded from said estate all the oil, gas and sulphur which can be removed from beneath said land without any right whatever remaining to the owners of said oil, gas and sulphur of ingress or egress to or from the surface of the land condemned for the purpose of exploring, developing, drilling or mining of the same.

4. It further appears that the State of Texas has deposited in this Court the amount of damages awarded by said Special Commissioners against the State of Texas, to-wit: the sum of THIRTY THREE THOUSAND, SEVEN HUNDRED THIRTY EIGHT AND NO/100 DOLLARS ($33,738.00). It is therefore ordered that a writ of possession issue on behalf of the State of Texas.

5. That the costs of said proceeding are to be paid by the State of Texas as provided in said decision of said Special Commissioners, which costs shall be paid only to the County Clerk of Brazoria County, Texas.

SIGNED this the 22nd day of February, 2000.

JUDGE, County Court at Law No. 2
Brazoria County, Texas

APPROVED AS TO FORM
AND PREPARED BY:

DOUGLAS P. RAY
Assistant Attorney General
Transportation Division
808 Travis, Suite 812
Houston, Texas 77002
Telephone: (713) 223-5886, Ext. 117
Facsimile: (713) 223-5821
State Bar No. 16599300

ATTORNEY FOR PLAINTIFF,
THE STATE OF TEXAS

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing *Judgment of Court in Absence of Objection* has been sent to the parties listed below via certified mail, return receipt requested, on this the 9th day of ~~January~~ February, 2000.

Parties Notified:

Eva Mae Baugh
312 Willow Street
Sweeny, Texas 77480

Patsy Ann Hobbs
4305 Longmeadow Way
Fort Worth, Texas 76133

Randolph Hobbs
4305 Longmeadow Way
Fort Worth, Texas 76133

Charlie Specht
104 Tablerock Court
Folsom, California 94533

Betty Specht
104 Tablerock Court
Folsom, California 94533

Verna Dixon
30 El Dorado Court
Fairfield, California 94533

Linda Specht Taylor
2311 2nd Street
Lake Charles, Louisiana 70601

Jimmie Morris
2311 2nd Street
Lake Charles, Louisiana 70601

Maria Specht
6710 Paris
Houston, Texas 77021

Donald Specht
6018 Trescon
Houston, Texas 77048

Kathleen Specht
6018 Trescon
Houston, Texas 77048

Anthony Specht
4822 Callery Creek Drive
Missouri City, Texas 77053

Barbara Specht
4822 Callery Creek Drive
Missouri City, Texas 77053

Sheila Specht
6710 Paris
Houston, Texas 77021

Lolita Specht
104 Tablerock Court
Folsom, California 95630

Larry Cadd
5023 Frank Borman
San Antonio, Texas 78219

Elizabeth Cadd
5023 Frank Borman
San Antonio, Texas 78219

Jimmy Cadd
2821 Las Vegas Trail #77
Fort Worth, Texas 76116

Glenda Brinkley
1315 Klondike
San Antonio, Texas 78245

Title Data, Inc. UA TDI21310 BR 2000008111.003

Brazoria County
Agent for Service: John Willy, County Judge
111 E. Locust, Suite 309
Angleton, Texas 77515

Brazoria County Education District
Agent for Service: Ray Cornett, Tax Collector
111 E. Locust
Angleton, Texas 77515

Sweeny Independent School District, Individually and as Successor of Brazoria County Education District
Agent for Service: Dr. Jim Weeks, Superintendent
1310 Elm Street
Sweeny, Texas 77480

DOUGLAS P. RAY
Assistant Attorney General

Title Data, Inc. UA TDI21310 BR 2000008111.004

Exhibit A Page 1 of 2 Pages

County: Brazoria
Highway: State Highway 35
Project Limits: From S.H. 288
to Brazoria/Matagorda County Line

Account No.: 8012-2-27

Field Notes for Parcel No. 717

Being 2.277 hectares [5.627 acres] of land, more or less, situated in the Polly & Chance Survey, Abstract No. 119, Brazoria County, Texas, and being a portion of a called 6.988 acre tract of land conveyed from William E. Holland, et al to Aron Baugh by deed dated March 27, 1947 as recorded in Volume 431, Page 452 of the Brazoria County Deed Records (B.C.D.R.); said 2.277 hectares of land, more or less, being more particularly described by metes and bounds as follows:

COMMENCING at the point of intersection of the existing northerly right-of-way line of State Highway 35 (S.H. 35) (110 feet wide) with the existing southwest right-of-way line of County Road 374 (CR 374) (width varies), from which a 1/2-inch iron rod bears South 77°55'26" West, a distance of 0.140 meters (0.46 feet); thence as follows:

South 70°05'37" West, along the existing northerly right-of-way line of said S.H. 35, a distance of 1,556.446 meters (5,106.44 feet) to the southeast corner of said 6.988 acre tract of land for the POINT OF BEGINNING (X=924,498.288, Y=141,967.937);

1. THENCE, SOUTH 70°05'37" West, continuing along the existing northerly right-of-way line of said S.H. 35; also being the south line of said 6.988 acre tract of land, passing at 236.790 meters (776.67 feet) a 5/8-inch iron rod with aluminum cap set at the point of intersection with the proposed baseline of said S.H. 35, continuing in all a distance of 327.723 meters (1,075.20 feet) to a point, from which a found 1/2-inch galvanized iron pipe which bears South 70°05'37" West, a distance of 0.396 meters (1.30 feet), also being the southwest corner of said 6.988 acre tract of land, and the south corner of a called one acre tract of land conveyed to Calib Harris, et al, Trustees by deed dated November 15, 1880 as recorded in Volume 1, Page 711, of the Brazoria County Deed Records (B.C.D.R.),

2. THENCE, NORTH 42°06'32" East, along the proposed northerly right-of-way line of said S.H. 35, being the line common to said Polly & Chance Survey, A-119, and the Johnson, Walker & Borden Survey, A-77(B), A-54(M), also being the northwest line of said 6.988 acre tract of land, the southeast line of said one acre tract of land, and an interior line of a called 172.615 acre tract of land conveyed to Phillips 66 Company by deed dated January 8, 1990 as recorded in Volume 747, Page 668 of the Official Records of Brazoria County (O.R.B.C.), a distance of 306.794 meters (1,006.54 feet), to a point in the center of Little Linville Bayou;

THENCE, along the center of Little Linville Bayou, the following courses:

3. South 68°39'31" East, a distance of 10.197 meters, (33.45 feet);

4. South 33°14'39" East, a distance of 27.845 meters (91.36 feet);

5. South 71°47'53" East, a distance of 19.622 meters (64.38 feet);

6. South 85°55'31" East, a distance of 5.962 meters (19.56 feet);

7. South 66°14'50" East, a distance of 14.180 meters (46.52 feet);

8. South 46°42'43" East, a distance of 10.924 meters (35.84 feet);

9. South 75°24'55" East, a distance of 8.964 meters (29.41 feet), to the point of intersection with the proposed southerly right-of-way line of said S.H. 35;

10. THENCE, SOUTH 42°06'32" West, along the proposed southerly right-of-way line of Said S.H. 35, a distance of 67.142 meters (220.28 feet) to a 5/8-inch iron rod with aluminum cap set at an angle point;

11. THENCE, SOUTH 47°53'28" East, along the proposed southerly right-of-way line of S.H. 35, a distance of 7.787 meters (25.55 feet), to a 5/8-inch iron rod with aluminum cap set at a point of curvature;

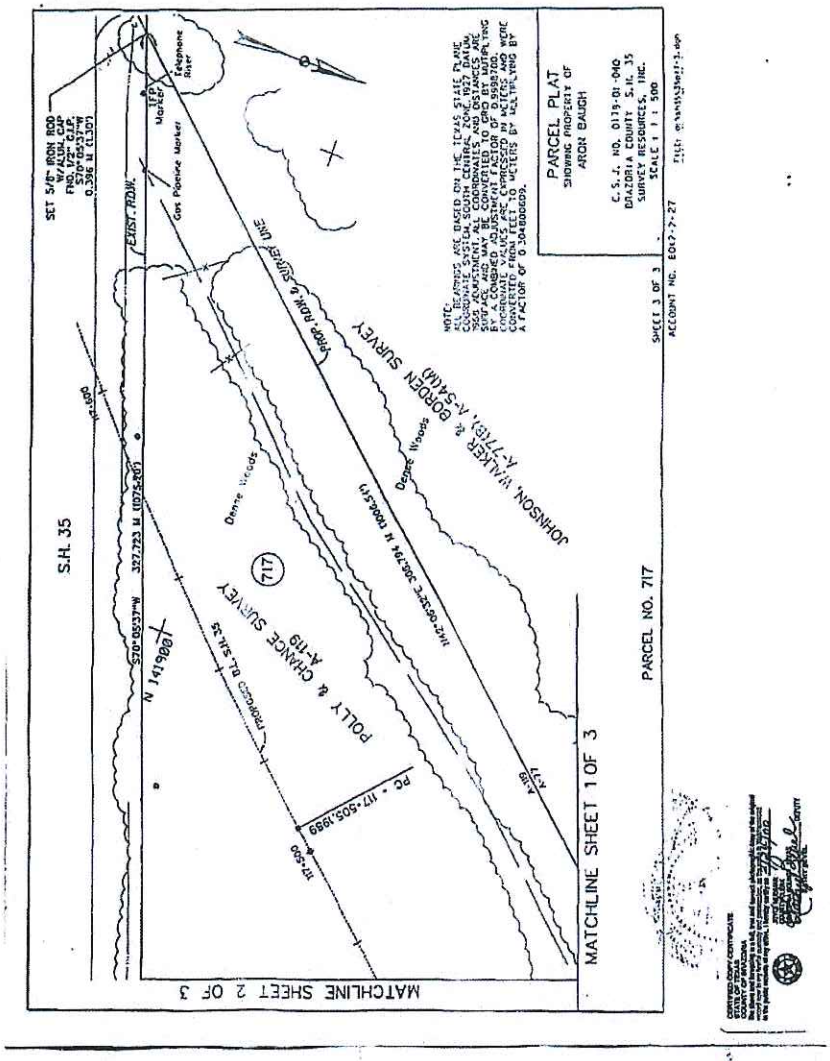
12. THENCE, along a curve to the left along the proposed southerly right-of-way line of said S.H. 35, a distance of 66.863 meters (219.37 feet), with a radius of 61.774 meters (202.67 feet), a delta angle of 62°00'56", a chord bearing of South 78°53'55" East, and a Chord distance of 63.646 meters (208.81 feet) to the POINT OF BEGINNING, containing an area of 2.277 hectares [5.627 acres] of land, more or less. (All bearings and coordinates are based on the Texas State Plane Coordinate System 1927 Datum 1983 Adjustment, South Central Zone. All distances and coordinates are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999870). Coordinate values are expressed in meters and were converted from feet to meters by multiplying by a factor of 0.304800609.

CERTIFIED CORRECT:

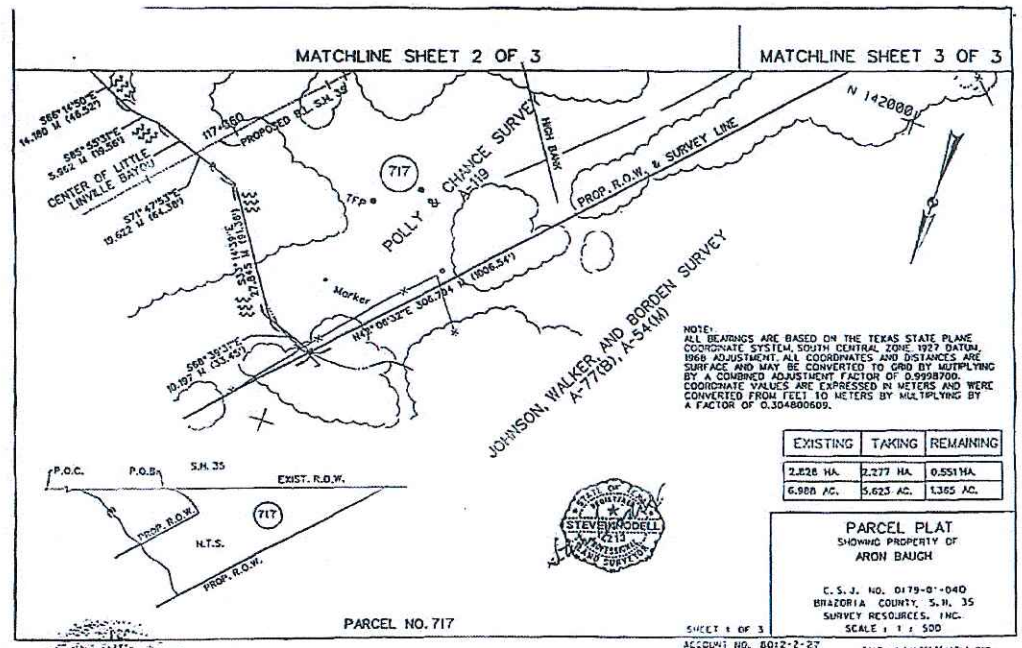
Steve Knodell
Registered Professional Land Surveyor No. 4213

STATE OF TEXAS REGISTERED STEVE KNODELL 4213 PROFESSIONAL LAND SURVEYOR

Note: English units are provided for information only.



Title Data, Inc. UA TDI21310 BR 2000008111.007



NOTE:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 1927 DATUM, 1968 ADJUSTMENT. ALL COORDINATES AND DISTANCES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MUTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.9998700. COORDINATE VALUES ARE EXPRESSED IN METERS AND WERE CONVERTED FROM FEET TO METERS BY MULTIPLYING BY A FACTOR OF 0.304800609.

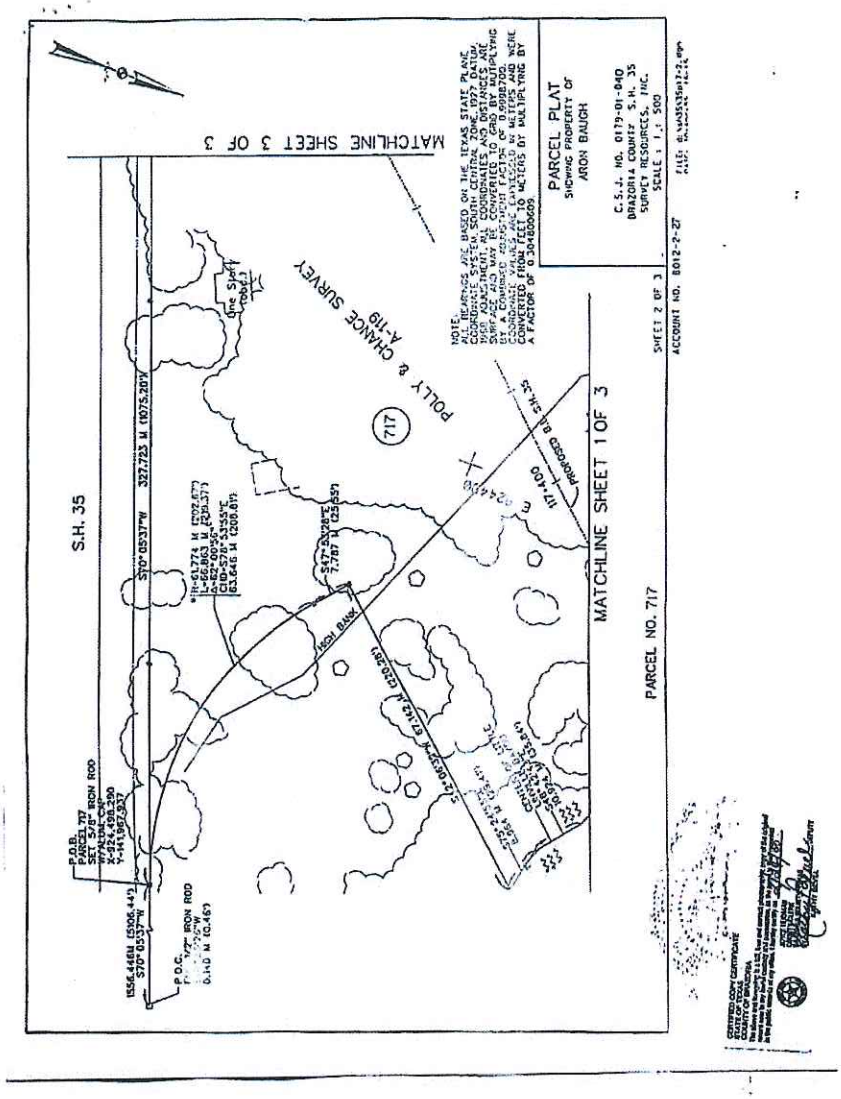
EXISTING	TAKING	REMAINING
2.828 HA.	2.277 HA.	0.551 HA.
6.988 AC.	5.623 AC.	1.365 AC.

PARCEL PLAT
SHOWING PROPERTY OF
ARON BAUGH

C.S.J. NO. 0179-01-040
BRAZORIA COUNTY, S.H. 35
SURVEY RESOURCES, INC.
SCALE : 1 : 500

CERTIFIED COPY/CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA

Title Data, Inc. UA TDI21310 BR 2000008111.008



Title Data, Inc. UA TDI21310 BR 2000008111.009

EXHIBIT "B"

Parties to be Notified of Filing of Special Commissioners' Award with Judge of this Court:

Eva Mae Baugh
312 Willow Street
Sweeny, Texas 77480

Patsy Ann Hobbs
4305 Longmeadow Way
Fort Worth, Texas 76133

Randolph Hobbs
4305 Longmeadow Way
Fort Worth, Texas 76133

Charlie Specht
104 Tablerock Court
Folsom, California 94533

Betty Specht
104 Tablerock Court
Folsom, California 94533

Verna Dixon
30 El Dorado Court
Fairfield, California 94533

Linda Specht Taylor
2311 2nd Street
Lake Charles, Louisiana 70601

Jimmie Harris
2311 2nd Street
Lake Charles, Louisiana 70601

Maria Specht
6710 Paris
Houston, Texas 77021

Donald Specht
6018 Trescon
Houston, Texas 77048

Kathleen Specht
6018 Trescon
Houston, Texas 77048

Anthony Specht
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Missouri City, Texas 77053

Barbara Specht
4822 Callery Creek Drive
Missouri City, Texas 77053

Sheila Specht
6710 Paris
Houston, Texas 77021

Lolita Specht
104 Tablerock Court
Folsom, California 95630

Larry Cadd
5023 Frank Borman
San Antonio, Texas 78219

Elizabeth Cadd
5023 Frank Borman
San Antonio, Texas 78219

Jimmy Cadd
2821 Las Vegas Trail #77
Fort Worth, Texas 76116

Glenda Brinkley
1315 Klondike
San Antonio, Texas 78245

EXHIBIT "B"

Brazoria County
Agent for Service: John Willy, County Judge
111 E. Locust, Suite 309
Angleton, Texas 77515

Brazoria County Education District
Agent for Service: Ray Cornett, Tax Collector
111 E. Locust
Angleton, Texas 77515

Sweeny Independent School District, Individually and as Successor of Brazoria County Education District
Agent for Service: Dr. Jim Weeks, Superintendent
1310 Elm Street
Sweeny, Texas 77480

Charles L. Richardson
Texas Department of Transportation
P. O. Box 1386
Houston, Texas 77251-1386

Attorneys to be Notified of Filing of Special Commissioners' Award with Judge of this Court:

DOUGLAS R. RAY
Assistant Attorney General
Transportation Division
808 Travis, Suite 812
Houston, Texas 77002

RECORDING 0.01
-VOID
RECORDING -0.01
TOTAL 0.00
FILE # 8111
CASH 0.00
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0001-2127-0000 0024 2/29/00 3:52PM TUE

STATE OF TEXAS
COUNTY OF BRAZORIA
I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me

Joyce Hudman
County Clerk of Brazoria Co., TX

FILED FOR RECORD
FEB 28 PM 3:25

COUNTY CLERK
BRAZORIA COUNTY TEXAS

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF BRAZORIA