

**SECOND AMENDMENT TO THE  
CITY OF BAYTOWN / KSTX BAYTOWN, LLC  
CHAPTER 380  
ECONOMIC DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This Second Amendment (“Second Amendment”) to that certain Chapter 380 Economic Development Agreement dated April 14, 2014, (“Agreement”) by and between KSTX Baytown, LLC, a Texas limited liability company qualified to do business in Texas, (the “Developer”) and the CITY OF BAYTOWN, TEXAS, a home rule city and municipal corporation, located in Harris and Chambers Counties, Texas (the “City”) is made and entered into on this 2nd day of May 2018, the date of execution by the City Manager (“Effective Date”). Developer and City are herein referred to collectively as “Parties.”

**RECITALS**

WHEREAS, the City and the Developer entered into the Agreement, effective as of April 10, 2014, in order to set out the terms of an economic development program to stimulate business and commercial activity in the City; and

WHEREAS, after authorization by the City Council on July 23, 2014, the City and the Developer entered into the First Amendment (the “First Amendment”) to the Agreement, effective as of August 1, 2014, to detail the allowable signs for the development and to provide for the construction of Santavy Road and related infrastructure; and

WHEREAS, the Parties desire to clarify and confirm the effect of certain terms of the Agreement and the First Amendment; and

WHEREAS, the terms of the Agreement and the First Amendment shall remain in full force and effect except as specifically altered or clarified by the terms of this Second Amendment;

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree to amend the Agreement and First Amendment as follows:

**I.  
Amendments and Clarifications**

- 1.01 Article II “Definitions,” Section 2.01 of the Agreement shall hereafter read as follows:
  - 2.01 “Project:” A shopping center with retail shops and restaurants, anchored by an approximately 120,000 square foot Kroger Marketplace on Garth Road, Baytown, Texas, including all existing and future retail shops and restaurants located within the project boundary, as reflected on the site plan attached as Exhibit “A” to this Second Amendment and incorporated herein for all intents and purposes, which replaces the Exhibit “A” attached to the Agreement.



1.02 Article II “Definitions”, Section 2.09 of the Agreement is hereby amended to read as follows:

2.09 “Reimbursement Term” means the ten (10) year period beginning on January 1, 2016 and ending on December 31, 2025. The City’s reporting and reimbursement on taxable sales shall be on a calendar year basis for each of the ten years.

**II.  
Miscellaneous Provisions**

2.01 Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Second Amendment.

2.02 Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this Second Amendment shall have the same meanings as in the Agreement and the First Amendment.

2.03. Entire Agreement. The provisions of this Second Amendment, the First Amendment, and the Agreement should be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Agreement and/or the First Amendment, the provisions of this Second Amendment shall control.

2.04 Interpretation. This Second Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Second Amendment

2.05 Captions. Captions contained in the Agreement, the First Amendment, and the Second Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section or paragraph.

2.06 No Waiver. By this Second Amendment, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Second Amendment, the First Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Second Amendment, the First Amendment, or in the Agreement shall be construed in any way to limit or to waive the City’s sovereign immunity.

*[Signatures Follow On the Next Two Pages]*

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same amendment.

CITY OF BAYTOWN, TEXAS

R. Davis  
RICHARD L. DAVIS, City Manager

050218  
(Date)

ATTEST:

Leticia Brysch  
LETICIA BRYSCH, City Clerk



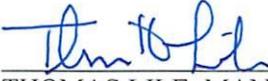
APPROVED AS TO FORM:

Ignacio Ramirez, Sr.  
IGNACIO RAMIREZ, SR., City Attorney

*[The Remainder of this Page is Intentionally Blank; Signatures Continue on the Next Page]*

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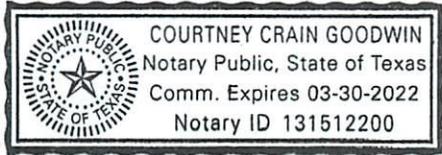
**KSTX BAYTOWN LLC**  
A Texas Limited Liability Company

BY:   
THOMAS LILE, MANAGER

April 20, 2018  
(Date)

STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of April, 2018, by THOMAS LILE, Manager of KSTX BAYTOWN, LLC, a Texas limited liability company, on behalf of KSTX BAYTOWN, LLC.



  
Notary Public in and for the State of Texas

*[This is the End of the Amendment, Except for Exhibit A which is the Last Page]*

*[The Remainder of this Page is Intentionally Blank]*

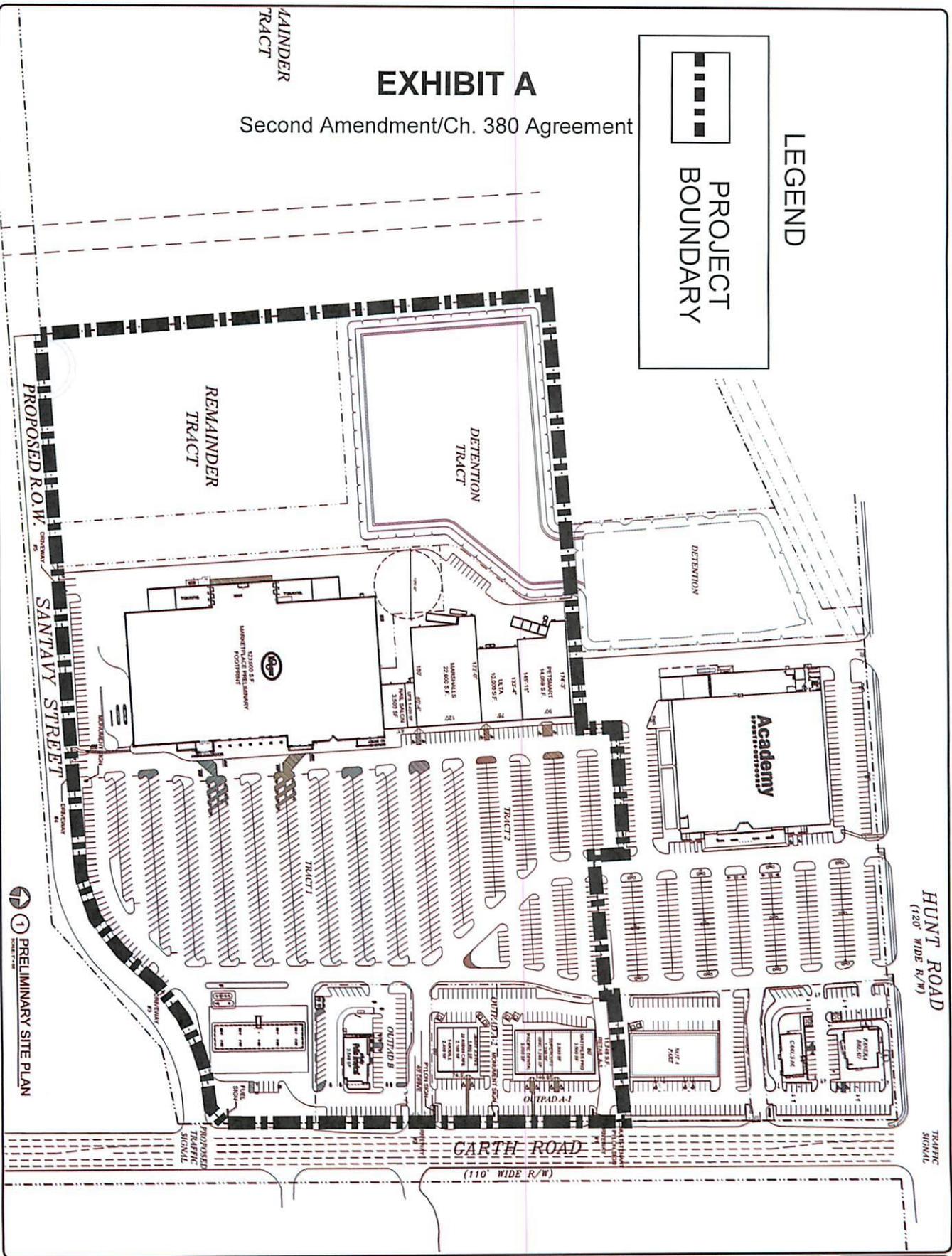


# EXHIBIT A

Second Amendment/Ch. 380 Agreement

## LEGEND

PROJECT BOUNDARY



PRELIMINARY SITE PLAN

<p>SCALE AS NOTED PROJECT NUMBER DATE SP-29</p>	<p><b>PRELIMINARY SITE PLAN</b> <b>PROPOSED RETAIL CENTER</b> GARTH RD SOUTH OF HUNT RD BAYTOWN, TEXAS</p>	<p><b>GULF COAST</b> COMMERCIAL</p>	<p><b>CDA Architects</b> 27000 State Hwy 240, Suite 230 Baytown, Texas 77604 832-978-0028 Fax 832-978-0040</p>	<p>MUT FOR REGULATORY APPROVAL PERMITTING, OR CONSTRUCTION BY A PROFESSIONAL ENGINEER DATE: 05/25/15</p>		
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Handwritten initials: ER



# City of Baytown

## CHAPTER 2270 VERIFICATION

Pursuant to Section 2270.002 of the Texas Government Code, I, B. PATRICK EGAN, the undersigned representative of KSTX BAYTOWN, LLC (Company Name), do hereby verify that the above-referenced company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown.

In making this verification, I understand that the following definitions apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

EXECUTED this the 19<sup>th</sup> day of APRIL, 2018.

KSTX BAYTOWN, LLC

Company Name

B. PATRICK EGAN

Signature

B. PATRICK EGAN

Printed Name

VICE-PRESIDENT

Title

STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

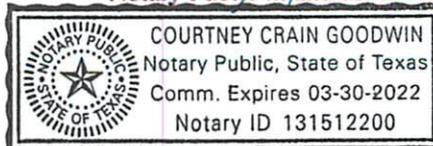
Before me, Courtney Crain Goodwin, the undersigned notary public, on this day personally appeared B. PATRICK EGAN, the VICE-PRESIDENT (Title) of KSTX BAYTOWN, LLC (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 19<sup>th</sup> day of April, 2018.

Courtney Goodwin

Notary Public in and for the State of Texas

My commission expires: 3/30/2022





Orig. Dept.: \_\_\_\_\_

File/I.D. No.: \_\_\_\_\_

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: KSTX BAYTOWN, LLC / Attn: B Patrick Egan

Business Address [NO./STREET] 3120 Roserdale Road, Suite 150

[CITY/STATE/ZIP CODE] Houston, TX 77042

Telephone Number (713) 292-0959

Email Address [OPTIONAL] patrick.egan@gulfcoastcg.com

Residence Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number [OPTIONAL] (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

**5% or More Owner(s)/Officers of Non-Profit Corporation  
(IF NONE, STATE "NONE.")**

Name: SEE ATTACHED EXHIBIT A.

Business Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

Residence Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number [OPTIONAL] (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

6. Optional Information Contracting Entity and/or [NAME OF

Orig. Dept.: \_\_\_\_\_

File/I.D. No.: \_\_\_\_\_

**OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: \_\_\_\_\_

Type of Debt: \_\_\_\_\_

Account Nos.: \_\_\_\_\_

Case or File Nos.: \_\_\_\_\_

Attorney/Agent Name: \_\_\_\_\_

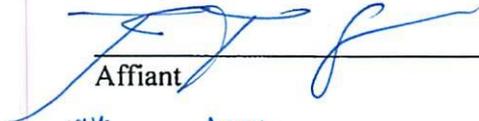
Attorney/Agent Phone No.: \_\_\_\_\_

Delinquent Years/Months: \_\_\_\_\_

Status of Appeal [DESCRIBE]: \_\_\_\_\_

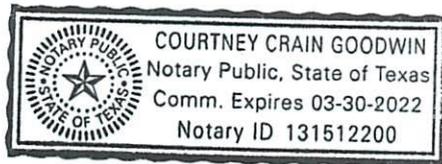
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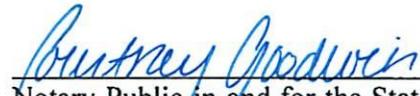
Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

  
\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED before me this 19<sup>th</sup> day of April, 2018.

(Seal)



  
\_\_\_\_\_  
Notary Public in and for the State of  
Texas

**NOTE:**

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

R:\Karen\Files\Contracts\Affidavit of Ownership or Control.doc

**EXHIBIT A**

<b>OWNER</b>	<b>OWNERSHIP</b>
Thomas H. Lile 3120 Rogerdale Road, Suite 150 Houston, Texas 77042 Phone: (713) 532-0977	22.50%
B. Patrick Egan 3120 Rogerdale Road, Suite 150 Houston, Texas 77042 Phone: (713) 532-0977	22.50%
Danny Miller 3120 Rogerdale Road, Suite 150 Houston, Texas 77042 Phone: (713) 532-0977	5.00%
Bruce L. Christenson 3120 Rogerdale Road, Suite 150 Houston, Texas 77042 Phone: (713) 532-0977	10.00%
Total	100.00%

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-341874

Date Filed:  
04/19/2018

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

KSTX BAYTOWN LLC  
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Baytown

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Ordinance 12,520  
Chapter 380 Economic Development Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Miller, Danny	Houston, TX United States		X
	Christenson, Bruce	Houston, TX United States	X	
	Egan, Patrick	Houston, TX United States	X	
	Lile, Thomas	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

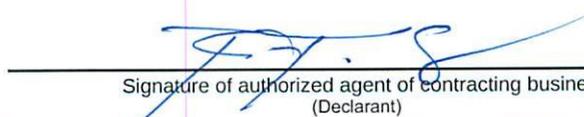
**6 UNSWORN DECLARATION**

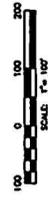
My name is B. Patrick Egan, and my date of birth is 11/8/67.

My address is 3120 Rogerdale, Suite 150, Houston, TX, 77042, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TEXAS, on the 19<sup>TH</sup> day of April, 20 18.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



0" = 100' SCALE. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

Block	Area (S.F.)	Owner
Block 20	10,000	W.C.R.R. Co.
Block 21	10,000	W.C.R.R. Co.
Block 22	10,000	W.C.R.R. Co.
Block 23	10,000	W.C.R.R. Co.
Block 24	10,000	W.C.R.R. Co.
Block 25	10,000	W.C.R.R. Co.
Block 26	10,000	W.C.R.R. Co.
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Block 98	10,000	W.C.R.R. Co.
Block 99	10,000	W.C.R.R. Co.
Block 100	10,000	W.C.R.R. Co.

NOTES:  
 1. All dimensions are in feet and decimals thereof.  
 2. All bearings are true bearings.  
 3. All curves are circular.  
 4. All areas are in square feet.  
 5. All volumes are in cubic feet.  
 6. All weights are in pounds.  
 7. All temperatures are in degrees Fahrenheit.  
 8. All pressures are in pounds per square inch.  
 9. All specific gravities are at 60 degrees Fahrenheit.  
 10. All viscosities are at 100 degrees Fahrenheit.  
 11. All densities are at 60 degrees Fahrenheit.  
 12. All moduli are at 60 degrees Fahrenheit.  
 13. All strengths are at 60 degrees Fahrenheit.  
 14. All elongations are at 60 degrees Fahrenheit.  
 15. All reductions of area are at 60 degrees Fahrenheit.  
 16. All impact values are at 60 degrees Fahrenheit.  
 17. All hardness values are at 60 degrees Fahrenheit.  
 18. All electrical resistivities are at 60 degrees Fahrenheit.  
 19. All thermal conductivities are at 60 degrees Fahrenheit.  
 20. All thermal expansions are at 60 degrees Fahrenheit.  
 21. All coefficients of expansion are at 60 degrees Fahrenheit.  
 22. All coefficients of contraction are at 60 degrees Fahrenheit.  
 23. All coefficients of absorption are at 60 degrees Fahrenheit.  
 24. All coefficients of desorption are at 60 degrees Fahrenheit.  
 25. All coefficients of permeability are at 60 degrees Fahrenheit.  
 26. All coefficients of diffusion are at 60 degrees Fahrenheit.  
 27. All coefficients of effusion are at 60 degrees Fahrenheit.  
 28. All coefficients of osmosis are at 60 degrees Fahrenheit.  
 29. All coefficients of dialysis are at 60 degrees Fahrenheit.  
 30. All coefficients of ultrafiltration are at 60 degrees Fahrenheit.  
 31. All coefficients of microfiltration are at 60 degrees Fahrenheit.  
 32. All coefficients of nanofiltration are at 60 degrees Fahrenheit.  
 33. All coefficients of reverse osmosis are at 60 degrees Fahrenheit.  
 34. All coefficients of forward osmosis are at 60 degrees Fahrenheit.  
 35. All coefficients of membrane distillation are at 60 degrees Fahrenheit.  
 36. All coefficients of pervaporation are at 60 degrees Fahrenheit.  
 37. All coefficients of vapor permeation are at 60 degrees Fahrenheit.  
 38. All coefficients of gas permeation are at 60 degrees Fahrenheit.  
 39. All coefficients of liquid permeation are at 60 degrees Fahrenheit.  
 40. All coefficients of solid permeation are at 60 degrees Fahrenheit.  
 41. All coefficients of ion permeation are at 60 degrees Fahrenheit.  
 42. All coefficients of molecule permeation are at 60 degrees Fahrenheit.  
 43. All coefficients of atom permeation are at 60 degrees Fahrenheit.  
 44. All coefficients of subatomic particle permeation are at 60 degrees Fahrenheit.  
 45. All coefficients of radiation permeation are at 60 degrees Fahrenheit.  
 46. All coefficients of electromagnetic wave permeation are at 60 degrees Fahrenheit.  
 47. All coefficients of sound wave permeation are at 60 degrees Fahrenheit.  
 48. All coefficients of mechanical wave permeation are at 60 degrees Fahrenheit.  
 49. All coefficients of seismic wave permeation are at 60 degrees Fahrenheit.  
 50. All coefficients of gravitational wave permeation are at 60 degrees Fahrenheit.  
 51. All coefficients of matter wave permeation are at 60 degrees Fahrenheit.  
 52. All coefficients of energy wave permeation are at 60 degrees Fahrenheit.  
 53. All coefficients of information wave permeation are at 60 degrees Fahrenheit.  
 54. All coefficients of consciousness permeation are at 60 degrees Fahrenheit.  
 55. All coefficients of spirit permeation are at 60 degrees Fahrenheit.  
 56. All coefficients of soul permeation are at 60 degrees Fahrenheit.  
 57. All coefficients of mind permeation are at 60 degrees Fahrenheit.  
 58. All coefficients of heart permeation are at 60 degrees Fahrenheit.  
 59. All coefficients of liver permeation are at 60 degrees Fahrenheit.  
 60. All coefficients of spleen permeation are at 60 degrees Fahrenheit.  
 61. All coefficients of lung permeation are at 60 degrees Fahrenheit.  
 62. All coefficients of stomach permeation are at 60 degrees Fahrenheit.  
 63. All coefficients of small intestine permeation are at 60 degrees Fahrenheit.  
 64. All coefficients of large intestine permeation are at 60 degrees Fahrenheit.  
 65. All coefficients of rectum permeation are at 60 degrees Fahrenheit.  
 66. All coefficients of bladder permeation are at 60 degrees Fahrenheit.  
 67. All coefficients of ureter permeation are at 60 degrees Fahrenheit.  
 68. All coefficients of kidney permeation are at 60 degrees Fahrenheit.  
 69. All coefficients of adrenal gland permeation are at 60 degrees Fahrenheit.  
 70. All coefficients of pituitary gland permeation are at 60 degrees Fahrenheit.  
 71. All coefficients of hypothalamus permeation are at 60 degrees Fahrenheit.  
 72. All coefficients of thalamus permeation are at 60 degrees Fahrenheit.  
 73. All coefficients of hypothalamus permeation are at 60 degrees Fahrenheit.  
 74. All coefficients of midbrain permeation are at 60 degrees Fahrenheit.  
 75. All coefficients of pons permeation are at 60 degrees Fahrenheit.  
 76. All coefficients of medulla oblongata permeation are at 60 degrees Fahrenheit.  
 77. All coefficients of spinal cord permeation are at 60 degrees Fahrenheit.  
 78. All coefficients of brainstem permeation are at 60 degrees Fahrenheit.  
 79. All coefficients of cerebellum permeation are at 60 degrees Fahrenheit.  
 80. All coefficients of cerebrum permeation are at 60 degrees Fahrenheit.  
 81. All coefficients of cerebral cortex permeation are at 60 degrees Fahrenheit.  
 82. All coefficients of white matter permeation are at 60 degrees Fahrenheit.  
 83. All coefficients of gray matter permeation are at 60 degrees Fahrenheit.  
 84. All coefficients of myelin sheath permeation are at 60 degrees Fahrenheit.  
 85. All coefficients of axon permeation are at 60 degrees Fahrenheit.  
 86. All coefficients of dendrite permeation are at 60 degrees Fahrenheit.  
 87. All coefficients of synapse permeation are at 60 degrees Fahrenheit.  
 88. All coefficients of neurotransmitter permeation are at 60 degrees Fahrenheit.  
 89. All coefficients of receptor permeation are at 60 degrees Fahrenheit.  
 90. All coefficients of ion channel permeation are at 60 degrees Fahrenheit.  
 91. All coefficients of membrane potential permeation are at 60 degrees Fahrenheit.  
 92. All coefficients of action potential permeation are at 60 degrees Fahrenheit.  
 93. All coefficients of resting potential permeation are at 60 degrees Fahrenheit.  
 94. All coefficients of graded potential permeation are at 60 degrees Fahrenheit.  
 95. All coefficients of local potential permeation are at 60 degrees Fahrenheit.  
 96. All coefficients of subthreshold potential permeation are at 60 degrees Fahrenheit.  
 97. All coefficients of suprathreshold potential permeation are at 60 degrees Fahrenheit.  
 98. All coefficients of threshold potential permeation are at 60 degrees Fahrenheit.  
 99. All coefficients of afterpotential permeation are at 60 degrees Fahrenheit.  
 100. All coefficients of afterdepolarization permeation are at 60 degrees Fahrenheit.



W.C.R.R. Company  
 Survey No. 899  
 Abstract No. 899

OWNER OF  
 BLOCK 20  
 HIGHLAND ACRES  
 VOL. 121, PG. 48, M.R.A.C.

OWNER OF  
 BLOCK 20  
 HIGHLAND ACRES  
 VOL. 121, PG. 48, M.R.A.C.

OWNER OF  
 BLOCK 20  
 HIGHLAND ACRES  
 VOL. 121, PG. 48, M.R.A.C.

OWNER OF  
 BLOCK 20  
 HIGHLAND ACRES  
 VOL. 121, PG. 48, M.R.A.C.

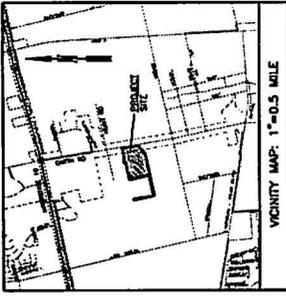
# WANAMAKER BAYTOWN KROGER PRELIMINARY PLAT

A SUBDIVISION OF 34.893 ACRES OF LAND BEING OUT OF BLOCK 20, HIGHLAND FARMS AS RECORDED UNDER VOLUME 110, PAGE 47, H.C.A.C. AND A PARTIAL REPLAT OF LOT 2, ACADEMY SPORTS AND OUTDOORS BAYTOWN, PLAT LOCATED IN THE CITY OF BAYTOWN, HARRIS COUNTY, TEXAS.

REASON FOR REPLAT: TO CREATE SIX (6) RESTRICTED RESERVES

OWNER: W.C.R.R. COMPANY SURVEY, A-1  
 13300 W. LOOP WEST, SUITE 450  
 HOUSTON, TEXAS 77058  
 (713) 258-6339

ENGINEER: TERRY S. KROGER, INC.  
 3000 W. LOOP WEST, SUITE 450  
 HOUSTON, TEXAS 77058  
 (713) 949-0327



VICINITY MAP: 1"=0.5 MILE

1. The undersigned, being duly qualified, do hereby certify that the plat of the subdivision of land shown on the reverse hereof is a true and correct copy of the original plat as filed in the office of the County Clerk of Harris County, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.



By \_\_\_\_\_  
Surveyor General

2. The undersigned, being duly qualified, do hereby certify that the plat of the subdivision of land shown on the reverse hereof is a true and correct copy of the original plat as filed in the office of the County Clerk of Harris County, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
City Clerk

3. The undersigned, being duly qualified, do hereby certify that the plat of the subdivision of land shown on the reverse hereof is a true and correct copy of the original plat as filed in the office of the County Clerk of Harris County, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
City Clerk

STATE OF TEXAS  
COUNTY OF HARRIS

I, \_\_\_\_\_, being duly qualified, do hereby certify that the plat of the subdivision of land shown on the reverse hereof is a true and correct copy of the original plat as filed in the office of the County Clerk of Harris County, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
City Clerk

STATE OF TEXAS  
COUNTY OF HARRIS

I, \_\_\_\_\_, being duly qualified, do hereby certify that the plat of the subdivision of land shown on the reverse hereof is a true and correct copy of the original plat as filed in the office of the County Clerk of Harris County, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
City Clerk

STATE OF TEXAS  
COUNTY OF HARRIS

I, \_\_\_\_\_, being duly qualified, do hereby certify that the plat of the subdivision of land shown on the reverse hereof is a true and correct copy of the original plat as filed in the office of the County Clerk of Harris County, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
City Clerk

# WANAMAKER BAYTOWN KROGER PRELIMINARY PLAT

A SUBDIVISION OF 34.893 ACRES OF LAND BEING OUT OF BLOCK 20, HIGHLAND FARMS, A SUBDIVISION OF LAND BEING PART OF THE REPEAT OF LOT 2, ACADUEBY SPURTS AND OUTSPURS BAYTOWN, AS REFERRED TO IN PLAT NUMBER 63181, N.G.C.R.L.

W.C.R.L. COMPANY SURVEY, A—

CITY OF BAYTOWN, HARRIS COUNTY, TEXAS

REASON FOR REPEAT: TO CREATE SIX (6) RESTRICTED RESERVES

6 RESERVES

1 BLOCK

OWNER: 4502 BAYTOWN KROGERS LP 7700 SAN FELIX, SUITE 200 HOUSTON, TEXAS 77063 (713) 234-4324  
ENGINEER: W.C.R.L. COMPANY, INC. 1443 NORTH LOOP WEST, SUITE 450 HOUSTON, TEXAS 77058 (713) 949-3333  
SURVEYOR: W.C.R.L. COMPANY, INC. 3000 WILSON BLVD., SUITE 710 HOUSTON, TEXAS 77058 (713) 949-3337

PROJ. No.: 1047-1303-P SCALE: 1"= 100' DATE: MARCH 12, 2014

**Exhibit "B"**  
**Economic Development Agreement Reporting Form**  
**City of Baytown**

REPORTING YEAR 20\_\_

1.0 Employment

1.1 Number of FTE's at facility for reporting year:

Total \_\_\_\_\_

2.0 Investment

2.1 Agreement requires a taxable value of \_\_\_\_\_ by \_\_\_\_\_ for the Project.

Investment for first year \$ \_\_\_\_\_

3.0 Value.

Total investment for first year of the agreement: \$ \_\_\_\_\_

HCAD appraised value for subsequent reporting years: \$ \_\_\_\_\_

I, the authorized \_\_\_\_\_ representative, hereby certify that the above information is correct and accurate pursuant to the terms of the Agreement.

DEVELOPER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)