

ORDINANCE NO. 15,265

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO A CHAPTER 212 AGREEMENT WITH EXXON MOBIL CORPORATION; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the Mayor and City Clerk of the City of Baytown to execute and attest to a Chapter 212 Agreement with Exxon Mobil Corporation. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 22<sup>nd</sup> day of November, 2022.

  
BRANDON CAPETILLO, Mayor

ATTEST:

  
ANGELA JACKSON, City Clerk



APPROVED AS TO FORM:

  
SCOTT LEMON, City Attorney

EXHIBIT "A"

**TEXAS LOCAL GOVERNMENT CODE SECTION 212.172**  
**EXTRATERRITORIAL JURISDICTION NON-ANNEXATION AGREEMENT**  
**BETWEEN**  
**CITY OF BAYTOWN, TEXAS**  
**AND**  
**EXXON MOBIL CORPORATION**

## **EXTRATERRITORIAL JURISDICTION NON-ANNEXATION AGREEMENT**

This Extraterritorial Jurisdiction Non-Annexation Agreement (this “Agreement”) is entered into by and between THE CITY OF BAYTOWN, TEXAS (“City”), and EXXON MOBIL CORPORATION, a New Jersey corporation (“Company”), in accordance with Section 212.172 of the Texas Local Government Code (“Section 212.172”) and is executed on the dates of execution of this Agreement as set forth immediately above the respective signatures of City and Company below, but this Agreement shall be effective at 11:59 p.m. on December 31, 2022 (the “Effective Date”). City and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, Company owns the parcels of land depicted in the map attached hereto as Exhibit A and further described by reference to the Harris County Appraisal District Account Numbers listed in the table included as part of Exhibit A attached hereto (collectively, the “Initial Land” as such term is further defined in Article I); and

WHEREAS, the entirety of the Initial Land is located within the Extraterritorial Jurisdiction of City; and

WHEREAS, Company or its Affiliates may own other land now or in the future located within the Extraterritorial Jurisdiction; and

WHEREAS, the portion of the Extraterritorial Jurisdiction comprising the Initial Land has previously been designated by City as Baytown Industrial District No. 1, pursuant to City Ordinance No. \_\_\_\_\_ (the “Baytown Industrial District No. 1”) and is currently subject to that certain Industrial District Agreement effective October 29, 2015, by and between City and Company (the “Current IDA”); and

WHEREAS, under its terms, the Current IDA will expire at the end of the calendar tax year 2022; and

WHEREAS, City recognizes the positive economic impact that Company’s activities on the Initial Land bring to City and the Extraterritorial Jurisdiction through development and diversification of the economy, reduction of unemployment and underemployment through the creation of new jobs, and the attraction of new businesses; and

WHEREAS, Section 212.172 authorizes City to make a written contract with an owner of land that is located in City’s extraterritorial jurisdiction to guarantee the continuation of the extraterritorial status of such land and its immunity from annexation by City for a period of up to forty-five (45) years, and to agree to other terms regarding land usage, development, and regulation; and

WHEREAS, Company has sought certainty from City as to future annexation of the Initial Land and any Additional Land, and in consideration of the positive economic impact that Company’s activities on the Initial Land bring to City and the Extraterritorial Jurisdiction, City intends that the Initial Land and any Additional Land not be annexed during the term of this

Agreement, that the extraterritorial status of the Initial Land and any Additional Land be continued during the term of this Agreement, and that the Initial Land, any Additional Land, and any business, activities, facilities, improvements, operations or personnel thereon not be subject to any of City's rules, regulations, ordinances and other actions during the term of this Agreement; and

WHEREAS, in consideration of the benefits provided to Company pursuant to this Agreement, Company has agreed to make payments to City as more fully provided herein.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Company agree as follows:

## **ARTICLE I** **DEFINITIONS**

The recitals to this Agreement are hereby incorporated for all purposes. As used herein, the following terms shall have the following meanings:

“Act of Default” or “Default” means a failure to timely, fully, and completely comply in any material respect with one or more requirements, obligations, performance criteria, duties, terms, conditions or warranties in this Agreement.

“Added Value” means, for each of the Tax Years 2023 through and including 2057, the aggregate amount of the Taxable Value of all Added Value Projects as of January 1 of such Tax Year.

“Added Value Amount” means, for each of the Tax Years 2023 through and including 2057, an aggregate amount (but not less than zero) equal to:

- (a) the Added Value for such Tax Year, reduced by
- (b) the lesser of the following:
  - (1) the Added Value for such Tax Year,
  - (2) \$1,500,000,000.00, or
  - (3) the Remaining Adjustment Credit for such Tax Year.

For the avoidance of doubt, and for purposes of the definition of “Remaining Adjustment Credit” below, for each of such Tax Years, the reduction (if any) taken into account under clause (b) of the immediately preceding sentence for such Tax Year shall in no event exceed the Added Value for such Tax Year under clause (a) of the immediately preceding sentence.

“Added Value Payment Amount” means:

- (a) for each of the Tax Years 2027 through and including 2036, an aggregate amount (but not less than zero) equal to:

- (1) an aggregate amount (if any) equal to:
    - (A) the Added Value Amount for such Tax Year, multiplied by
    - (B) five percent (5%), multiplied by
    - (C) the Effective Tax Rate for such Tax Year; minus
  - (2) if such Tax Year is the True-Up Tax Year or any Tax Year thereafter during the Term, an amount equal to the Remaining Deficit Credit Amount (if any) for such Tax Year; and
- (b) for each of the Tax Years 2023 through and including 2026 and each of the Tax Years 2037 through and including 2057, an aggregate amount (but not less than zero) equal to:
- (1) an aggregate amount (if any) equal to:
    - (A) the Added Value Amount for such Tax Year, multiplied by
    - (B) twenty percent (20%), multiplied by
    - (C) the Effective Tax Rate for such Tax Year; minus
  - (2) if such Tax Year is the True-Up Tax Year or any Tax Year thereafter during the Term, an amount equal to the Remaining Deficit Credit Amount (if any) for such Tax Year.

For the avoidance of doubt, and for purposes of the definition of “Remaining Deficit Credit Amount” below, for each of such Tax Years, (i) the reduction (if any) taken into account under clause (a)(2) of the immediately preceding sentence for such Tax Year shall in no event exceed amount calculated under clause (a)(1) of the immediately preceding, and (ii) the reduction (if any) taken into account under clause (b)(2) of the immediately preceding sentence for such Tax Year shall in no event exceed amount calculated under clause (b)(1) of the immediately preceding.

“Added Value Project” means fixed improvements to real property:

- (a) located on any portion of the Covered Land (including any Developed Property that Company is obligated to add to this Agreement under Section 4.6);
- (b) which together compromise the integral whole of a new project facility used or to be used for the production of products, including buildings, structures, site improvements, fixed machinery and equipment, and office space and related fixed improvements necessary to the operation and administration of the new project facility;
- (c) Commencement of Construction of which occurs on or after January 1, 2023; and
- (d) the Taxable Value of which on any January 1 after Commencement of Construction

and during the Term is at least \$50,000,000.00 (it being understood that once the requirement in this clause (d) is first satisfied on any such January 1, such requirement shall be deemed satisfied with respect to such fixed improvements to real property on each subsequent January 1 during the Term).

For the avoidance of doubt, the term “Added Value Project” shall not include any repair, maintenance, renovation, reconditioning, refurbishing, modification, improvement, replacement, or upgrading of any facilities or other property improvements existing on any of the Covered Land as of December 31, 2022.

“Additional Land” means any land (other than the Initial Land) that (i) is located within the Extraterritorial Jurisdiction, (ii) is owned by Company and/or any of its Affiliates, whether now or in the future, and (iii) is made subject to this Agreement pursuant to a Property Supplement.

“Adjustment Credit” means, for each of the Tax Years 2023 through and including 2057, the amount (if any) that reduced the Added Value Amount for such Tax Year under clause (b) of the definition of “Added Value Amount.”

“Advertisers” has the meaning assigned to such term in Section 6.2(D)(iii).

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition “control” when used with respect to any person or entity means the right to direct the management or operations of such Person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms “controlled” and “under direct or indirect common control with” have meanings correlative to the foregoing.

“Agreement” has the meaning assigned to such term in in the Preamble of this Agreement.

“Annual Payment Amount” means, for each of the Tax Years 2023 through and including 2057, an aggregate amount equal to the sum of:

- (a) the Upfront Payment (if any) for such Tax Year, plus
- (b) the Base Payment Amount for such Tax Year, plus
- (c) the Added Value Payment Amount (if any) for such Tax Year, plus
- (d) if such Tax Year is the True-Up Tax Year, the Excess Credit Amount (if any) for such Tax Year.

For illustration purposes only, Exhibit C attached hereto sets forth the manner of calculating the Annual Payment Amount.

“Base Payment Amount” means:

- (a) for each of the Tax Years 2023 through and including 2027, an amount equal to \$20,500,000.00; and

- (b) for each of the Tax Years 2028 through and including 2057, an amount equal to:
- (1) the Base Value Amount, multiplied by
  - (2) the Effective Tax Rate for such Tax Year.

“Base Value Amount” means an amount equal to \$4,100,000,000.00.

“Baytown Industrial District No. 1” has the meaning assigned to such term in the Recitals of this Agreement.

“Building” has the meaning assigned to such term in Section 6.1.

“Building Name” has the meaning assigned to such term in Section 6.2(A).

“Calculation Dispute” has the meaning assigned to such term in Section 5.1.

“City” has the meaning assigned to such term in in the Preamble of this Agreement.

“City First Notice” has the meaning assigned to such term in Section 8.1.

“City’s Calculation” has the meaning assigned to such term in Section 5.1.

“City’s Recalculation” has the meaning assigned to such term in Section 5.3.

“Commencement of Construction” means, with respect to each Added Value Project, the first date on which all of the following have occurred: (i) Owner has received all necessary licenses, permits and clearances as, in each case, Company reasonably considers necessary so that physical construction of such Added Value Project may begin, and (ii) physical work of a significant nature has started on the construction of such Added Value Project (including, at a minimum, the installation or erection of fixed improvements to real property); provided, however, that such physical work of a significant nature shall not include any preliminary activities such as, but not limited to, pre-construction planning, engineering or design, clearing any portion of the land, dismantling and/or removing any existing facility on the land, testing or drilling to determine soil conditions, grading or excavation to change the contour of any portion of the land (as distinguished from excavation for footings and foundations), erecting fences, and construction of temporary roads to provide access to the site or used solely for employee, contractor and visitor vehicles (as distinguished from permanent roads integral to the operation or maintenance of such Added Value Project upon the completion of construction).

“Company” has the meaning assigned to such term in in the Preamble of this Agreement.

“Company First Notice” has the meaning assigned to such term in Section 8.2.

“Company Mandatory Property Notice” has the meaning assigned to such term in Section 4.6.

“Company Restricted Land Request” has the meaning assigned to such term in Section 4.5(B).

“Company Unrestricted Land Election Notice” has the meaning assigned to such term in Section 4.5(A).

“Covered Land” means, at any time and from time to time during the Term, the Initial Land and any Additional Land, collectively.

“Cumulative Tax-Effectuated Adjustment Credit” means the sum of the Tax-Effectuated Adjustment Credits for the Tax Year that is the True-Up Tax Year and all previous Tax Years. The Cumulative Tax-Effectuated Adjustment Credit shall be calculated for the True-Up Tax Year. For illustration purposes only, Exhibit D attached hereto sets forth the manner of calculating the Cumulative Tax-Effectuated Adjustment Credit.

“Current IDA” has the meaning assigned to such term in the Recitals of this Agreement.

“Deficit Credit Amount” means the aggregate amount (if any) by which \$75,000,000.00 exceeds the Cumulative Tax-Effectuated Adjustment Credit. The Deficit Credit Amount (if any) shall be calculated for the True-Up Tax Year.

“Developed Property” means any land (other than any Covered Land) (i) that is located within the Extraterritorial Jurisdiction, (ii) that is owned by Company and/or any of its Affiliates, and (iii) on which Commencement of Construction of an Added Value Project has occurred.

“Effective Date” has the meaning assigned to such term in in the Preamble of this Agreement.

“Effective Tax Rate” means:

- (a) for each of the Tax Years 2023 through and including 2027, an amount equal to \$0.50 per \$100 of taxable value; and
- (b) for each of the Tax Years 2028 through and including 2057, an amount equal to \$0.50 per \$100 of taxable value; provided, however, that:
  - (1) if for any of the Tax Years 2028 through and including 2057 the property tax rate per \$100 of taxable value adopted by City is greater than \$0.82, then the Effective Tax Rate for such Tax Year shall be an amount equal to the sum of:
    - (A) \$0.50 per \$100 of taxable value, plus
    - (B) an amount equal to:
      - (i) the amount by which:
        - (I) the property tax rate per \$100 of taxable value adopted by City for such Tax Year, exceeds
        - (II) \$0.82 per \$100 of taxable value, multiplied by

- (ii) sixty-six percent (66%); and
- (2) if for any of the Tax Years 2028 through and including 2057 the property tax rate per \$100 of taxable value adopted by City is less than \$0.68, then the Effective Tax Rate per \$100 of taxable value for such Tax Year shall be an amount equal to
  - (A) \$0.50 per \$100 of taxable value, minus
  - (B) an amount equal to:
    - (i) the amount by which:
      - (I) \$0.68 per \$100 of taxable value, exceeds
      - (II) an amount equal to the property tax rate per \$100 of taxable value adopted by City for such Tax Year, multiplied by
    - (ii) sixty-six percent (66%).

For purposes of this Agreement, the Effective Tax Rate for any Tax Year shall be expressed as a percentage for purposes of all calculations under this Agreement that require the use of the Effective Tax Rate for such Tax Year. For example, an Effective Tax Rate of \$0.50 per \$100 of taxable value shall be expressed as 0.50%.

By way of examples and not limitation:

- If for the Tax Year 2028, the property tax rate per \$100 of taxable value adopted by City is \$0.83, then the Effective Tax Rate per \$100 of taxable value for the Tax Year 2028 is \$0.5066 calculated as follows:

$$\$0.50 + (\$0.83 - \$0.68 = \$0.15 \times 66\% = \$0.099) = \$0.599$$

Expressed as a percentage, the Effective Tax Rate for the Tax Year 2028 is 0.599%.

- If for the Tax Year 2028, the property tax rate per \$100 of taxable value adopted by City is \$0.67, then the Effective Tax Rate per \$100 of taxable value for the Tax Year 2028 is \$0.4934 calculated as follows:

$$\$0.50 - (\$0.68 - \$0.67 = \$0.01 \times 66\% = \$0.0066) = \$0.4934$$

Expressed as a percentage, the Effective Tax Rate for the Tax Year 2028 is 0.4934%.

“Excess Credit Amount” means the aggregate amount (if any) by which the Cumulative Tax-Effectuated Adjustment Credit exceeds \$75,000,000.00. The Excess Credit Amount (if any) shall be calculated for the True-Up Tax Year.

“Extraterritorial Jurisdiction” means the extraterritorial jurisdiction (as defined in Chapter 42 of the Texas Local Government Code or any successor provision) of City as it exists as of the Effective Date, as the same may be expanded after the Effective Date.

“Extraterritorial Jurisdiction Services Agreement” has the meaning assigned to such term in Section 4.4.

“Final Determination” means (i) a decision, judgment, decree or other order of a court or other governmental authority (including the Harris County Appraisal Review Board or the Chambers County Appraisal Review Board, as applicable) with appropriate jurisdiction, which has become final and non-appealable; (ii) a final and binding settlement or compromise with a governmental authority (including the Harris County Appraisal District or the Chambers County Appraisal District, as applicable) with appropriate jurisdiction; or (iii) any other final disposition, including by reason of the expiration of the applicable statute(s) of limitations or by mutual agreement of the Parties.

“Fixed Industrial Site Improvements” means industrial buildings, structures, site improvements, fixed machinery and equipment, and/or similar industrial fixed improvements.

“Immediately” has the meaning assigned to such term in Section 6.2(D)(ii)(b).

“Initial Land” has the meaning assigned to such term in the Recitals of this Agreement; provided, however, that (i) as soon as reasonably practicable after the execution of this Agreement by the Parties, Company will provide City with legal descriptions of the parcels of land constituting the “Initial Land” for purposes of this Agreement, and (ii) promptly thereafter City and Company shall amend this Agreement in the manner provided in Section 9.11 to replace Exhibit A as constituted at the time of the execution of this Agreement by the Parties with such legal descriptions as Exhibit A to this Agreement, which legal descriptions shall constitute the “Initial Land” for all purposes of this Agreement.

“Licensed Mark” has the meaning assigned to such term in Section 6.2(A).

“Licensed Services” has the meaning assigned to such term in Section 6.2(C)(i).

“Mortgage” has the meaning assigned to such term in Section 9.19.

“Mortgagee” has the meaning assigned to such term in Section 9.19.

“New Name” has the meaning assigned to such term in Section 6.2(B).

“Party” and “Parties” have the respective meanings assigned to such terms in the Preamble of this Agreement.

“Pending Appeal” has the meaning assigned to such term in Section 5.3.

“Preliminary Annual Payment Amount” has the meaning assigned to such term in Section 5.3.

“Prevailing Party” has the meaning assigned to such term in Section 9.3.

“Property Supplement” means each written agreement, substantially in the form of Exhibit B attached hereto, executed between Company and/or one or more of its Affiliates and City pursuant to which a tract or parcel of land owned by Company and/or one or more of its Affiliates and located within the Extraterritorial Jurisdiction is made subject to the terms and provisions of this Agreement. Each Property Supplement shall be filed in the Real Property Records of, as applicable, Harris County or Chambers County, or as to any tract or parcel of land that is located in both, in each of said counties.

“Recalculation Dispute” has the meaning assigned to such term in Section 5.3.

“Remaining Adjustment Credit” means, for each of the Tax Years 2023 through and including 2057, an aggregate amount (but not less than zero) equal to:

- (a) \$15,000,000,000.00, minus
- (b) the aggregate amount of all reductions (if any) taken into account under clause (b) of the definition of “Added Value Amount” in calculating the Added Value Amount for all previous Tax Years prior to such Tax Year.

Any Remaining Adjustment Credit which is unutilized after all calculations of the Added Value Amount for all such Tax Years have been finally determined will be deemed to have been cancelled by operation of law, and City shall have no further obligation with respect thereto.

“Remaining Deficit Credit Amount” means, for each of the True-Up Tax Year and each Tax Year thereafter during the Term, an aggregate amount (but not less than zero) equal to:

- (a) the Deficit Credit Amount, minus
- (b) the aggregate amount of all reductions (if any) taken into account under clauses (a)(2) and (b)(2) of the definition of “Added Value Payment Amount” in calculating the Added Value Payment Amount for all previous Tax Years prior to such Tax Year.

Any Remaining Deficit Credit Amount which is unutilized after all calculations of the Added Value Payment Amount for all such Tax Years have been finally determined will be deemed to have been cancelled by operation of law, and City shall have no further obligation with respect thereto.

“Restricted Land” means any tract or parcel of land (other than the Initial Land) that:

- (a) is located within the Extraterritorial Jurisdiction,
- (b) is owned by Company and/or any of its Affiliates, whether now or in the future, and
- (c) at the time Company delivers a Company Restricted Land Request to City with respect to such tract or parcel of land:
  - (1) the aggregate Taxable Value of all of the Fixed Industrial Site

Improvements (if any) located on such tract or parcel of land, as most recently certified by the Harris County Appraisal District and/or the Chambers County Appraisal District, as applicable, is greater than \$250,000,000; and

- (2) was, as of December 31, 2022, subject to an agreement entered into by City under Section 42.044 of the Texas Local Government Code or Section 212.172.

For purposes of this definition of “Restricted Land,” the definition of “Taxable Value” contained in this Agreement is hereby modified to replace the word “Company” with the phrase “the owner of such property”.

“Section 212.172” has the meaning assigned to such term in in the Preamble of this Agreement.

“Sponsors” has the meaning assigned to such term in Section 6.2(D)(iii).

“Tax-Effectuated Adjustment Credit” means, for each of the Tax Years 2023 through and including 2057, an amount (if any) equal to:

- (a) the Adjustment Credit (if any) for such Tax Year, multiplied by
- (b) the Effective Tax Rate for such Tax Year.

“Tax Year” has the meaning assigned to such term in Section 1.04(13) of the Texas Tax Code or any successor provision (i.e., the calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code or any successor provision, and for the avoidance of doubt, the determination of the Taxable Value of any property for purposes of this Agreement shall reflect and take into account any exemption (including the exemption for pollution control property under Section 11.31 of the Texas Tax Code or any successor provisions), special appraisal, or other property tax benefit available under applicable law; provided, however, that notwithstanding the foregoing, in no event shall any such determination reflect or otherwise take into account any exemption, abatement, limitation or other reduction in value (i) provided for in any agreement between Company and/or any of its Affiliates, on the one hand, and any Taxing Unit other than City, on the other hand, for the purpose of providing an economic development property tax incentive, including any tax abatement agreement entered into under Chapter 312 of the Texas Tax Code (or any successor provisions thereto) or any agreement entered into under Chapter 313 of the Texas Tax Code (or any successor provisions thereto), or (ii) allowed by any Taxing Unit other than City where such Taxing Unit has or had the option under Texas law to determine whether such exemption, abatement, limitation or other reduction in value would be allowed by such Taxing Unit (examples of Texas law providing a Taxing Unit with such an option include the exemption under each of Section 11.251 and Section 11.253 of the Texas Tax Code).

“Taxing Unit” has the meaning assigned to such term in Section 1.04(12) of the Texas Tax Code or any successor provision.

“Term” has the meaning assigned to such term in Article II.

“True-Up Tax Year” means the Tax Year with respect to which the Remaining Adjustment Credit is an amount equal to zero after taking into account the aggregate amount of all reductions taken into account under clause (b) of the definition of “Added Value Amount” in calculating the Added Value Amount for such Tax Year and all previous Tax Years prior to such Tax Year.

“Upfront Payment” means, with respect to each of the Tax Years 2024, 2025, 2026, and 2027, the payment amount set forth in the following schedule for such Tax Year:

<b>UPFRONT PAYMENTS SCHEDULE</b>	
<b>TAX YEAR</b>	<b>PAYMENT AMOUNT</b>
2024	\$18,750,000.00
2025	\$18,750,000.00
2026	\$18,750,000.00
2027	\$18,750,000.00
<b>TOTAL UPFRONT PAYMENTS</b>	<b>\$75,000,000.00</b>

“Unrestricted Land” means any tract or parcel of land (other than the Initial Land) that:

- (a) is located within the Extraterritorial Jurisdiction,
- (b) is owned by Company and/or any of its Affiliates, whether now or in the future, and
- (c) at the time Company delivers a Company Unrestricted Land Election Notice to City with respect to such tract or parcel of land, either:
  - (1) the aggregate Taxable Value of all of the Fixed Industrial Site Improvements (if any) located on such tract or parcel of land, as most recently certified by the Harris County Appraisal District and/or the Chambers County Appraisal District, as applicable, is equal to or less than \$250,000,000; or
  - (2) was not, as of December 31, 2022, subject to an agreement entered into by City under Section 42.044 of the Texas Local Government Code or Section 212.172..

For purposes of this definition of “Unrestricted Land,” the definition of “Taxable Value” contained in this Agreement is hereby modified to replace the word “Company” with the phrase “the owner of such property”.

## **ARTICLE II**

### **TERM**

The term of this Agreement (the “Term”) will begin on the Effective Date and shall continue until and end at 11:59 p.m. on December 31, 2057, unless this Agreement is earlier

terminated as provided elsewhere herein.

### **ARTICLE III**

#### **INDUSTRIAL DISTRICT DESIGNATION**

3.1 **Removal of Industrial District Designation.** Immediately prior to the execution of this Agreement and pursuant to Section 42.044 of the Texas Local Government Code, City has, by separate City Ordinance No. \_\_\_\_\_, removed the Baytown Industrial District No. 1 designation from the Initial Land effective at 11:59 p.m. on the Effective Date.

3.2 **Termination of Industrial District Agreement.** The Parties agree that the Current IDA shall terminate at 11:59 p.m. on the Effective Date and upon such termination shall be of no further force or effect whatsoever.

3.3 **Additional Land – Removal of Industrial District and Section 212.172 Designations.** If all or any portion of any Additional Land is, at the time a Property Supplement is executed with respect thereto, (i) located in an industrial district designated or created by City under Section 42.044 of the Texas Local Government Code, then concurrent with the execution of such Property Supplement, City shall take all necessary action to remove (A) any industrial district designation applicable thereto and Company shall cooperate with City in connection with such removal, and (B) such Additional Land or portion thereof from any agreement entered into by City under Section 42.044 of the Texas Local Government Code which covers such Additional Land or portion thereof at such time, or (ii) covered by or subject to any agreement (other than this Agreement) entered into by City under Section 212.172 (or any successor provisions thereto) or under any similar provisions of applicable Texas law authorizing the immunity of all or any portion of such Additional Land from annexation by City provided for in such agreement, then concurrent with the execution of such Property Supplement, City shall take all necessary action to remove such Additional Land or portion thereof from such agreement.

3.4 **Future Industrial District Designations.** For the duration of the Term, City shall not designate, by ordinance or otherwise, any portion of either the Covered Land as part of an industrial district pursuant to Section 42.044 of the Texas Local Government Code (or any then-existing statute governing industrial districts), or otherwise extend or expand any regulatory control over the Covered Land in any manner inconsistent with this Agreement.

### **ARTICLE IV**

#### **LAND ANNEXATION AND USAGE**

4.1 **Immunity from Annexation.** Pursuant to its authority under Section 212.172, City covenants, agrees and guarantees that, without regard to City's right and power under existing or subsequently enacted law, and subject to Company's compliance with the applicable terms of this Agreement, the Covered Land shall remain in the Extraterritorial Jurisdiction and shall be immune from annexation (whether partial, whole, full purpose, limited purpose or otherwise), and shall not be annexed by City, during the Term.

4.2 **Immunity from City Rules and Regulations.** City and Company agree that during the Term, with respect to the Covered Land, any use or development thereof, and any business, activities, facilities, improvements, operations or personnel thereon, City shall not require or attempt to

require compliance with, or otherwise extend or enforce or attempt to extend or enforce, any of its rules, regulations, ordinances, restrictions or authority. Without limiting the generality of the foregoing, City agrees that during the Term:

(A) it shall not regulate the use of any building or property within Covered Land for business, industrial, residential, or other purposes;

(B) it shall not extend, by ordinance or otherwise, to the Covered Land any rules or regulations:

(i) governing plats, lot size, subdivisions of land, general plans, zoning or development plats,

(ii) with respect to payment or performance bonds with regard to construction of improvements,

(iii) prescribing or imposing any building, electrical, plumbing, inspection code or similar or related code or codes, permits, standards or equipment requirements with respect to the Covered Land, or any facilities, improvements or operations thereon,

(iv) requiring Company or any of its Affiliates to either dedicate land for park purposes or contribute to a special fund to be used for neighborhood parks, or

(v) that seek to exercise, in any manner whatsoever, any control over the conduct of business or construction or operation of improvements thereon;

(C) it shall not impose, or seek to collect, any fees, assessments, or penalties associated with impact fees, building permits, or park fees upon any of the Covered Land, and

(D) it shall not implement or adopt any ordinance, rule, regulation or code that has the effect of imposing upon any of Covered Land the substance of any of the provisions of Section 212.172(b)(2)–(4) of the Texas Local Government Code (or any successor provisions).

Notwithstanding the foregoing, the Parties acknowledge that an Extraterritorial Jurisdiction Services Agreement between City and Company may require Company's compliance with certain rules or regulations directly relating to City's provision of services to Company thereunder.

The Parties expressly acknowledge that the Covered Land may be subject to generally applicable regulatory oversight by federal, state, and other governmental agencies having jurisdiction, but not including City. If City has any concern regarding the application of any such regulatory oversight to any portion of the Covered Land, City shall provide at least thirty (30) days prior written notice to Company detailing City's concern prior to contacting or coordinating with any such agency regarding such regulatory concern. Notwithstanding the foregoing, or anything to the contrary in this Agreement, in no event shall failure by any Landowner to comply with federal, state or local statutes, laws, ordinances, rules or regulations applicable to any portion of the Covered Land constitute a default by Company or any of its Affiliates under this Agreement or entitle City to exercise any remedies under this Agreement with respect to such failure.

4.3 Survival of Immunity. The immunities contained in Section 4.1 and Section 4.2 are a contractual obligation authorized by Section 212.172 and shall be effective during the Term notwithstanding any changes to regulatory controls applicable to the Extraterritorial Jurisdiction which may be authorized in the future by state law.

4.4 City Services. During the Term, City shall have no obligation to extend to the Covered Land or any improvements or operations thereon, any utility, fire protection, or other City services, except for services that are being provided to Company on the date hereof, or as City and Company shall otherwise agree (any such agreement, and any amendment or successor agreement thereto, an "Extraterritorial Jurisdiction Services Agreement").

4.5 Company Election to Add Additional Land.

(A) Company may, at its election and option exercised at any time and from time to time during the Term, elect to include as Additional Land subject to this Agreement any Unrestricted Land acquired or owned by Company or any of its Affiliates within the Extraterritorial Jurisdiction that is not then subject to this Agreement. To exercise such right and option, Company shall provide written notice to City thereof (a "Company Unrestricted Land Election Notice"), which Company Unrestricted Land Election Notice shall be accompanied by a legal description of the Unrestricted Land designated by Company as Additional Land, along with a survey thereof. Not later than ten (10) days following receipt of such Company Unrestricted Land Election Notice and accompanying information, Company and/or one or more of its Affiliates, as applicable, and City shall each execute, acknowledge and deliver to one another a Property Supplement, and City shall cause the same to be filed for record in the Real Property Records of Harris County or Chambers County (as applicable, or both, in the case where portions of such Unrestricted Land lie within each of such counties) and shall provide a copy of the recorded Property Supplement to Company. Effective as of the date of the Company Unrestricted Land Election Notice, the Unrestricted Land described therein shall be subject to the immunities described in Section 4.1 and Section 4.2. Notwithstanding any contrary provisions hereof, the right to add Unrestricted Land as Additional Land is personal to Company and its Affiliates and shall not inure to the benefit of, or be exercisable by, any other owner of land within the Extraterritorial Jurisdiction. Company shall be responsible for all recording charges assessed for the recordation of each Property Supplement pursuant to this Section 4.5(A).

(B) If Company desires to include as Additional Land subject to the terms and provisions of this Agreement any Restricted Land acquired or owned by Company or any of its Affiliates within the Extraterritorial Jurisdiction that is not then subject to this Agreement, Company may submit a written request to City thereof (a "Company Restricted Land Request"), which Company Restricted Land Request shall be accompanied by a legal description of the Restricted Land requested by Company to be designated as Additional Land, along with a survey thereof. City has the right, in its sole discretion, to determine whether to approve or disapprove such Company Restricted Land Request or to specify the amendments to this Agreement City would require for City to approve such Company Restricted Land Request. City shall deliver such determination to Company in writing within thirty (30) days after receipt of such Company Restricted Land Request. If such written determination requires amendments to this Agreement for City to approve such Company Restricted Land Request, City and Company shall thereupon promptly and in good faith confer and make all reasonable efforts to reach mutual agreement on the form and substance of such amendments to this Agreement. Not later than ten (10) days

following City's approval of a Company Restricted Land Request without required amendments to this Agreement or ten (10) days following City and Company reaching mutual agreement on the form and substance of the amendments to this Agreement required for City to approve a Company Restricted Land Request, as the case may be, Company and/or one or more of its Affiliates, as applicable, and City shall each execute, acknowledge and deliver to one another a Property Supplement, and City shall cause the same to be filed for record in the Real Property Records of Harris County or Chambers County (as applicable, or both, in the case where portions of such Restricted Land lie within each of such counties) and shall provide a copy of the recorded Property Supplement to Company. Effective as of the date of City's approval of a Company Restricted Land Request without required amendments to this Agreement or the date City and Company reach mutual agreement on the form and substance of the amendments to this Agreement required for City to approve a Company Restricted Land Request, as the case may be, the Restricted Land that is the subject thereof shall be subject to the immunities described in Section 4.1 and Section 4.2. Notwithstanding any contrary provisions hereof, the right to add Restricted Land as Additional Land is personal to Company and its Affiliates and shall not inure to the benefit of, or be exercisable by, any other owner of land within the Extraterritorial Jurisdiction. Company shall be responsible for all recording charges assessed for the recordation of each Property Supplement pursuant to this Section 4.5(B). Notwithstanding the foregoing provisions of this Section 4.5(B), nothing contained in this Section 4.5(B) shall limit or impair in any way Company's obligations and rights to include any tract or parcel of land as Additional land subject to this Agreement under the provisions of Section 4.6, and in the event of any conflict between the provisions of this Section 4.5(B) and the provisions of Section 4.6, the provisions of Section 4.6 shall control and prevail.

4.6 Company Obligation to Add Additional Land. Company is obligated to include and elect to include as Additional Land subject to this Agreement, pursuant to a Property Supplement in accordance with this Section 4.6, any tract or parcel of land that, during the Term, becomes a Developed Property. Prior to or within a reasonable time following Commencement of Construction of an Added Value Project on any such tract or parcel of land, Company shall provide written notice to City thereof (a "Company Mandatory Property Notice"), which Company Mandatory Property Notice shall be accompanied by a legal description of the land within which such improvements are being constructed, along with a survey thereof. Not later than ten (10) days following receipt of such Company Mandatory Property Notice and accompanying information, Company and/or one or more of its Affiliates, as applicable, and City shall each execute, acknowledge and deliver to one another a Property Supplement, and City shall cause the same to be filed for record in the Real Property Records of Harris County or Chambers County (as applicable, or both, in the case where portions of such land lie within each of such counties) and shall provide a copy of the recorded Property Supplement to Company. Effective as of the date of the Company Mandatory Property Notice, the land described therein shall be subject to the immunities described in Section 4.1 and Section 4.2. The accrual of the portion of the Annual Payment Amount attributable to the Added Value related to any tract or parcel of land that becomes Additional Land pursuant to a Property Supplement in accordance with this Section 4.6 shall commence on January 1 of the year following the calendar year in which such tract or parcel of land becomes a Developed Property.

4.7 Certain Covenants of City. As a material and fundamental inducement to Company to execute and enter into this Agreement and agree to pay the Upfront Payments and the Annual Payment Amounts, City covenants and agrees with and for the benefit of Company as follows:

(A) (1) City agrees that it shall not, at any time on or after the Effective Date and through the expiration of the Term, voluntarily, involuntarily, or otherwise, transfer, release, swap, or reduce any portion of the Covered Land or any other tract or parcel of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction, whether pursuant to Chapter 42 of the Texas Local Government Code or otherwise, and shall not, at any time on or after the Effective Date and through the expiration of the Term, voluntarily, involuntarily, or otherwise, enter into an agreement with any municipality resulting in the transfer, release, swap, or reduction of any of the Extraterritorial Jurisdiction. Without limiting the generality of the foregoing, if (i) any attempt is made by another municipality to annex any portion of the Covered Land or any other tract or parcel of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction, (ii) any attempt is made by another municipality to include within the extraterritorial jurisdiction of such municipality any portion of the Covered Land or any other tract or parcel of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction, or (iii) any incorporation of any new municipality should attempt to include within the boundaries or extraterritorial jurisdiction of such municipality any portion of the Covered Land or any other tract or parcel of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction, City, in collaboration with Company, shall promptly and jointly seek a temporary and permanent injunction against such annexation, inclusion or incorporation, and City and Company shall take any other legal action necessary or advisable under the circumstances to prevent such annexation, inclusion or incorporation. The cost of the legal action shall be borne equally by City and Company; provided, however, that the fees of any special legal counsel shall be paid by the Party retaining same.

(2) Notwithstanding the foregoing, if City is required by law to transfer, release, swap, or reduce any of the Extraterritorial Jurisdiction with the effect of removing from the Extraterritorial Jurisdiction any portion of the Covered Land or any other tract or parcel of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction, Company and the owner of such portion may initiate a voluntary petition to City to include such portion within City's Extraterritorial Jurisdiction, and City shall consent to such voluntary petition to the fullest extent permitted by law.

(3) Should, for any reason, any such portion be prevented from being included within City's Extraterritorial Jurisdiction, then (i) City shall immediately release Company and the owner of the applicable transferred, released, swapped, or reduced land from any further obligation to make payment of the Annual Payment Amount under this Agreement with respect to the transferred, released, swapped, or reduced land, and (ii) Company and such owner's sole additional remedy shall be to exercise its remedies under Section 4.7(C)

of this Agreement with respect to the applicable transferred, released, swapped, or reduced land; and this Agreement shall not be terminated.

(B) It is the intent of the Parties that City will not adopt, implement, or impose any fees, charges, or taxes of any kind (including any interest, penalties, fines, or additional amounts in respect thereof) applicable to any portion of the Covered Land or any other tract or parcel of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction. However, if City adopts, implements, or imposes any fees, charges, or taxes of any kind (including any interest, penalties, fines, or additional amounts in respect thereof) applicable to all land within its Extraterritorial Jurisdiction (including the Covered Land and any and all other tracts or parcels of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction), Company and/or one or more of its Affiliates, as applicable, shall be entitled to offset an amount equal to such fees, charges, and/or taxes (including any interest, penalties, fines, or additional amounts in respect thereof) against its Annual Payment Amount. Such offset shall be applied to the Annual Payment Amount for the duration of the requirement to pay the fee, charge, or tax.

(C) If the agreements of City in Section 4.7(A) or Section 4.7(B) are unlawful or unenforceable for any reason and either (1) City transfers, releases, swaps, or reduces any portion of the Covered Land or any other tract or parcel of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction and as a result thereof, directly or indirectly, any fees, charges or taxes (including any interest, penalties, fines, or additional amounts in respect thereof) are imposed upon any portion of any of the Covered Land or any other tract or parcel of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction, or (2) City adopts or implements any fees, charges or taxes (including any interest, penalties, fines, or additional amounts in respect thereof) with regard to any portion of the Covered Land or any other tract or parcel of land acquired or owned by Company or any of its Affiliates that is not then subject to this Agreement and is, at the applicable time, within the Extraterritorial Jurisdiction, then, in either case (and without limitation of the rights and remedies available pursuant to Section 8.1 below), Company and/or one or more of its Affiliates, as applicable, affected thereby, shall have the right to offset the amount of such fees, charges and taxes (including any interest, penalties, fines, or additional amounts in respect thereof) paid by Company and/or one or more of its Affiliates, as applicable, against payments of the Annual Payment Amount due from Company and/or one or more of its Affiliates, as applicable, (and thereafter becoming due) until such Company and/or one or more of its Affiliates, as applicable, has recouped the amount of such fees, charges and taxes (including any interest, penalties, fines, or additional amounts in respect thereof) through such offset.

## **ARTICLE V**

### **PAYMENTS**

5.1 Annual Calculation Statements; Disputes. On or before December 1st of each of the Tax Years 2023 through and including 2057, City shall deliver to Company a written statement setting forth the calculation of the Annual Payment Amount due from Company for such Tax Year (the "City's Calculation"). For each of such Tax Years, Company shall have forty-five (45) days after

receipt of the City's Calculation to dispute the City's Calculation by providing written notice to City (a "Calculation Dispute"). Company's notice of a Calculation Dispute shall contain the reason for the dispute and a calculation of Company's determination of the Annual Payment Amount for such Tax Year. City and Company shall meet in person within fifteen (15) days after receipt by City of such notice of a Calculation Dispute to attempt to resolve any disparities. If Company does not provide notice of a Calculation Dispute within forty-five (45) days following receipt of the City's Calculation, the City's Calculation shall be deemed approved and binding upon City and Company, in the absence of manifest error.

5.2 Payment by Company. Subject to the provisions of Section 5.3, with respect to each of the Tax Years 2023 through and including 2057, Company shall remit to City the Annual Payment Amount due with respect to such Tax Year on or before the later of (i) the January 31 immediately following the end of such Tax Year, (ii) sixty (60) days after City delivers to the Owner the City's Calculation with respect to such Tax Year, and (iii) in the case of a Calculation Dispute, fifteen (15) days after such Calculation Dispute is resolved.

5.3 Effect of Appeal or Other Adjustment on Annual Payment Amount. If at the time City prepares the City's Calculation for any of the Tax Years 2023 through and including 2057 there are any administrative or judicial protests, appeals, or other proceedings pending with respect to all or any portion of the Added Value for such Tax Year or with respect to any aspect of the determination of the Effective Tax Rate (a "Pending Appeal"), City shall prepare the City's Calculation with respect to such Tax Year, and any Calculation Dispute with respect thereto shall be resolved, on the basis of the Added Value for such Tax Year as most recently certified by the Harris County Appraisal District and/or the Chambers County Appraisal District, as applicable, and the property tax rate per \$100 of taxable value adopted by City (any Annual Payment Amount so calculated and resolved for such Tax Year in the case of any Pending Appeal is referred to herein as the "Preliminary Annual Payment Amount"). Upon the occurrence of a Final Determination of any such Pending Appeal, City shall promptly recalculate the amount of the Annual Payment Amount due from Company for such Tax Year to reflect any change in such certified Added Value or such property tax rate per \$100 of taxable value adopted by City, as the case may be, resulting from such Final Determination and shall deliver to Company a written statement setting forth such recalculation and the amount, if any, by which the Annual Payment Amount so recalculated exceeds the Preliminary Annual Payment Amount (as appropriately adjusted, if applicable, to reflect any previous payment(s) resulting from any previous recalculation(s) of the Annual Payment Amount under this Section 5.3), or the Preliminary Annual Payment Amount (as so adjusted, if applicable) exceeds the Annual Payment Amount so recalculated, as the case may be (the "City's Recalculation"). Company shall have forty-five (45) days after receipt of the City's Recalculation to dispute the City's Recalculation by providing written notice to City (a "Recalculation Dispute"). Company's notice of a Recalculation Dispute must contain the reason for the dispute and a calculation of Company's determination of the Annual Payment Amount for such Tax Year. City and Company shall meet in person within fifteen (15) days after receipt by City of such notice of a Recalculation Dispute to attempt to resolve any disparities. If Company does not provide notice of a Recalculation Dispute within forty-five (45) days following receipt of the City's Recalculation, the City's Recalculation shall be deemed approved and binding upon City and Company, in the absence of manifest error. If:

(i) the Annual Payment Amount so recalculated (and, if applicable, resolved) exceeds the Preliminary Annual Payment Amount (as so adjusted, if applicable), then Company shall pay the amount of such excess, without interest or penalty, to City on or before the later of (i) sixty (60) days after City delivers to Company the City's Recalculation with respect to such Tax Year, and (ii) in the case of a Recalculation Dispute, fifteen (15) days after such Recalculation Dispute is resolved; and

(ii) the Preliminary Annual Payment Amount (as so adjusted, if applicable) exceeds the Annual Payment Amount so recalculated (and, if applicable, resolved), then City shall pay the amount of such excess, without interest or penalty, to Company on or before the later of (i) sixty (60) days after City delivers to Company the City's Recalculation with respect to such Tax Year, and (ii) in the case of a Recalculation Dispute, fifteen (15) days after such Recalculation Dispute is resolved.

## **ARTICLE VI**

### **PUBLIC BUILDING**

6.1 **Use of Upfront Payments to Fund Building.** The Upfront Payments shall be used by City solely (i) to pay the costs and expenses of designing, permitting, developing and constructing a multipurpose events center building for City or, as mutually agreed to by the Parties, another building for City with a substantial community benefit (the "**Building**"), and (ii) to the extent not necessary to pay, and not actually used to pay, the costs and expenses of designing, permitting, developing and constructing the Building, as a reserve to pay the costs and expenses of owning, operating, repairing and maintaining the Building. City has determined that construction of the Building is reasonable, necessary and beneficial to City. Company shall have no responsibility or liability whatsoever with regard to the design, permitting, development, construction, ownership, operation, repair, or maintenance of the Building, including, but not limited to, the selection of (or acts or omissions of) contractors, suppliers, design professionals, or for any liabilities, obligations, contracts or agreements related to the Building. City shall be solely liable and responsible for the design, permitting, development, construction, ownership, operation, repair, and maintenance of the Building, for insurance on the Building, for repair of any casualty affecting the Building, and for funding any costs of designing, permitting, developing, constructing, owning, operating, repairing and maintaining the Building (but shall be entitled to receive and apply the Upfront Payments thereto).

6.2 **License Relating to Building.**

(A) **Naming Rights.** During the Term, Company will have the exclusive right to name the Building subject to City's approval of such name (the "**Building Name**"), which approval will not be unreasonably withheld, delayed or conditioned, and will likely consist of a Company house mark such as EXXONMOBIL, EXXON or MOBIL or such other trademark as Company shall propose and City shall approve (the "**Licensed Mark**"). Company's naming rights are limited to the Building Name. City retains the naming rights with respect to all internal areas of the Building, including the naming rights for all auditoriums, rooms, halls, and other internal areas, and City and may assign such naming rights to third parties.

- (B) Change in Corporate Identification. In the event Company undergoes a name change or changes its branding strategy, Company will be entitled to change the corporate identification included in the Building Name to reflect a different name subject to City's approval, which approval will not be unreasonably withheld, delayed or conditioned (the "New Name"). Company will pay reasonable costs and expenses associated with any change in the Building Name, including but not limited to, the costs and expenses of changing and redesigning all signage, logos, websites, printed materials, and other costs reasonably incurred by City to relaunch and promote the New Name.
- (C) Grant of Rights.
- (i) Company Grant of Rights to City. Company grants to City for the Term, and City hereby accepts, the non-exclusive, non-transferable, non-sublicensable limited right to use the Licensed Mark on and in connection with the Building, events held at the Building and broadcasts related thereto (the "Licensed Services") (if applicable). For the avoidance of any doubt, City shall not use the Licensed Mark on or in connection with any goods.
  - (ii) City Grant of Rights to Company. City hereby grants to Company for the Term, and Company hereby accepts, the non-exclusive, non-transferable, non-sublicensable limited right to use City's name and images of the Building in connection with Company's public relations and community affairs communications. The limited right to use City's name granted in this Section 6.2(C)(ii) is limited to Company's public relations and community affairs communications relating to the Building.
  - (iii) Ownership of Licensed Mark. City acknowledges that the Licensed Mark is owned exclusively by Company, that all use of the Licensed Mark pursuant to this Agreement inures to Company's benefit and that City obtains no right, title or interest in the Licensed Mark other than the limited right extended it by this Agreement.
- (D) Quality Control.
- (i) General. All materials bearing the Licensed Mark shall be high quality (as reasonably determined by Company) and the nature, quality and manner of use of the Licensed Mark, and provision of Licensed Services in connection with the permitted uses for the Licensed Mark, shall be subject to the control and prior approval of Company.
  - (ii) Submission of Uses of the Licensed Mark. Prior to the use of the Licensed Mark in connection with any Licensed Services, City shall, at its own cost and expense, submit to Company for approval all final descriptions, specifications, and plans (including scope) of such use, which approval shall not be unreasonably withheld. All use of the Licensed Mark shall conform to the provisions of this Agreement and to the standards and guidelines provided to City by Company.
    - (a) Approval of Use of the Licensed Mark. Company shall notify City

of its approval or rejection of any submission for approval within twenty (20) business days following receipt of such submission. In the event that Company has not approved, disapproved, or otherwise commented upon the request within twenty (20) business days after receipt thereof by Company, then City shall have the right to so notify Company of such fact in writing. In the event that Company fails to then approve, disapprove or otherwise comment upon the request within ten (10) business days after receipt by it of such notification, any such request so submitted by City shall be deemed to have been approved.

- (b) Withdrawal of Approval of Use of the Licensed Mark. Company shall have the right, in its sole and absolute discretion, to withdraw approval with respect to any use of the Licensed Mark that was previously approved if the quality of the Licensed Services ceases to be acceptable to Company due to deviation from the descriptions, specifications, and plans (including scope) described in the request for approval or upon the happening of some event that compromises or reflects unfavorably upon the good name, goodwill, reputation and/or image of Company or that might jeopardize or limit Company's right, title or interest in or to the Licensed Mark. If at any time approval of any particular use of the Licensed Mark is withdrawn by Company as described in the immediately preceding sentence, City shall immediately cease all such use of the Licensed Mark and remove such use from public display or distribution. For the avoidance of any doubt, immediately shall mean within twenty (20) business days for promotional materials ("Immediately").
- (iii) Third-Party Sponsors or Advertisers to Company for Approval. Company understands that City may seek to monetize the Building by soliciting (a) sponsors to pay a sponsorship fee or provide services to City in exchange for naming rights for parts of the Building (e.g., gates, concourses, the arena floor, internal areas, etc.) or for events held at the Building ("Sponsors") and (b) advertisers who will pay to advertise their products and services at the Building, in connection with events held at the Building and during broadcasts related thereto ("Advertisers"). In light of the importance and value of the Licensed Mark, and the related goodwill to Company, it is imperative that the Licensed Mark not be used in a manner that compromises or reflects unfavorably upon the good name, goodwill, reputation and/or image of Company or which might jeopardize or limit Company's right, title or interest in or to the Licensed Mark. With respect to any press release or other public announcement to be issued or made by City concerning any Sponsor or Advertiser, City agrees to provide written notice to Company of such press release or other public announcement for Company's information purposes at least ten (10) business days prior to issuing or making such press release or other public announcement.

(E) Termination of Company's Grant of Rights to City to Use the Licensed Mark.

- (i) Term. This Section 6.2 shall become effective as of the date and year first written above and shall remain in effect through the end date set forth in the end date of the Term set forth in Article II this Agreement.
- (ii) Termination.
  - (a) For Any Reason. Company may terminate the grant of the right to City to use the Licensed Mark for any reason with ninety (90) days prior written notice.
  - (b) Breach. If City materially breaches any of its obligations under this Section 6.2, including specifically the Quality Control provisions of Section 6.3(D), and if such breach is not cured by City within fourteen (14) days after Company sends written notice of such breach to City, then Company shall have the right to terminate the grant of the right to City to use the Licensed Mark immediately.
  - (c) Bankruptcy. Company may terminate the grant of the right to City to use the Licensed Mark immediately upon the occurrence of one or more of the following events: (i) there is a cessation of operations of the Building or the institution against it or City of a bankruptcy proceeding, dissolution, liquidation or the appointment of a trustee or a receiver; or (ii) such party makes an assignment for the benefit of creditors or admits in writing that it is unable to pay its debts as they become due.
- (iii) Effect of Termination. If Company terminates the grant of the right to City to use the Licensed Mark for any reason identified above, City shall cease all use of the Licensed Mark and remove all uses from, on or in connection with the Licensed Services no later than ninety (90) days after such termination.

**ARTICLE VII**  
**REPRESENTATIONS**

7.1 Representations of City. City hereby represents and warrants to Company that as of the Effective Date:

(A) City is a duly created and existing municipal corporation and home rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) City has the power, authority and legal right under the laws of the State of Texas to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance or

security interest upon any assets of City under, any agreement or instrument to which City is a party or by which City or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by City and constitutes a legal, valid and binding obligation of City, enforceable in accordance with its terms except to the extent that such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

(D) The execution, delivery and performance of this Agreement by City do not require the consent or approval of any person that has not been obtained.

7.2 Representations of Company. Company hereby represents and warrants to City that as of the Effective Date:

(A) Company is duly organized and existing and in good standing as a corporation under the laws of the State of New Jersey and is in good standing in the State of Texas. Company is registered with the Texas Secretary of State and authorized to transact business in the State of Texas.

(B) Company has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation applicable to Company, and (ii) do not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of Company under, any agreement or instrument to which Company is a party or by which Company or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by Company and constitutes a legal, valid and binding obligation of Company, enforceable in accordance with its terms except to the extent that such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

(D) The execution, delivery and performance of this Agreement by Company do not require the consent or approval of any person that has not been obtained.

## ARTICLE VIII DEFAULT

8.1 City Default. In the event of an occurrence of an Act of Default by City (including City's breach or attempted breach of its covenants and agreements contained in Section 4.1 and Section 4.2), and such Act of Default continues (i) for a period of thirty (30) days following written notice of such failure describing in reasonable detail the particulars relating thereto ("City First Notice") from Company to City, and (ii) for a period of ten (10) days following a second notice of such failure from Company to City (which second notice shall be sent not earlier than thirty-one (31) days after the date the City First Notice is sent and shall be marked conspicuously with "**SECOND NOTICE — FAILURE TO PAY OR PERFORM WITHIN TEN DAYS FOLLOWING**

**THE DATE OF THIS NOTICE SHALL CONSTITUTE A DEFAULT UNDER THE EXTRATERRITORIAL JURISDICTION NON-ANNEXATION AGREEMENT DATED \_\_\_\_\_, 2022”),** then Company and its Affiliates affected by such Default shall, in addition to any other rights and remedies set forth in this Agreement and all rights and remedies available at law or in equity, be entitled to specific performance and temporary and permanent injunctive and any other equitable relief from the date of such Act of Default for the balance of the Term (without proof of actual damage or inadequacy of legal remedy and without the necessity of posting a bond). City stipulates and agrees that damages may not be an adequate remedy to Company and its Affiliates for City’s breach of this Agreement, and that injunctive relief with respect to any breach, or threatened breach, of this Agreement by City is appropriate and necessary to provide Company and its Affiliates the benefits of this Agreement.

8.2 Company Default. In the event Company fails to pay to City by the date prescribed by Section 5.2 the full Annual Payment Amount owed to City, or fails to perform in any material respect any other covenant or agreement in this Agreement, and such failure continues (i) for a period of thirty (30) days following written notice of such failure describing in reasonable detail the particulars relating thereto (“Company First Notice”) from City to Company, and (ii) for a period of ten (10) days following a second notice of such failure from City to Company (which second notice shall be sent not earlier than thirty-one (31) days after the date the Company First Notice is sent and shall be marked conspicuously with “**SECOND NOTICE — FAILURE TO PAY OR PERFORM WITHIN TEN DAYS FOLLOWING THE DATE OF THIS NOTICE SHALL CONSTITUTE A DEFAULT UNDER THE EXTRATERRITORIAL JURISDICTION NON-ANNEXATION AGREEMENT DATED \_\_\_\_\_, 2022**”), then City shall have the right to institute suit for and collect and enforce a judgement against Company for such payment and City shall have the option to terminate this Agreement. The applicable period described above for curing any such failure shall toll, and shall not be considered for any purpose as having run, beginning upon the day Company files a petition in district court in Harris County, Texas, to determine whether such failure has in fact occurred under this Agreement and/or to determine whether any attempt to cure has been sufficient. The tolling described in the preceding sentence will end, and the time period during which a cure of any such failure must be made will again begin to run, upon the issuance of a final court decision and all appeals therefrom are exhausted. Should this Agreement be terminated as provided in this Section 8.2, City may, to the extent permissible under then-current state law, impose and/or designate the Covered Land as to which this Agreement has been terminated as an industrial district, and may pursue annexation of such Covered Land to the fullest extent permissible under then-current state law.

**ARTICLE IX**  
**MISCELLANEOUS PROVISIONS**

9.1 No Personal Liability. To the maximum extent permitted under the laws of the State of Texas, no director, officer, employee or agent of City or Company or any of its Affiliates shall be personally responsible for, or have any liability arising under or growing out of, this Agreement.

9.2 Binding Effect; Assignment. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns and shall be deemed covenants running with the Covered Land and inure to the benefit of each successor in title to Company or any of its Affiliates to any part of the Covered Land (including any Mortgagee that may acquire title to any

part thereof by reason of foreclosure of the Mortgage held by it or acceptance of a deed in lieu of foreclosure); provided, however, that, as aforesaid in Section 4.5, the right to add land as Additional Land (and to receive a Property Supplement) is personal to Company and its Affiliates. Nothing in this Agreement shall prohibit Company (or, as applicable, any of Company's Affiliates), from selling, transferring, conveying, exchanging or otherwise disposing or divesting all or any portion of any of the Covered Land to another person or entity (including any of Company's Affiliates); and following any such sale, transfer, conveyance, exchange or other disposition or divestiture this Agreement shall continue to be applicable to such portion of the Covered Land; provided, however, that Company shall remain liable and responsible for payment of all Annual Payment Amounts owed to City under this Agreement and for compliance with and performance of all of Company's covenants and agreements contained in this Agreement. As a matter which does not concern City, Company and any such person or entity may agree between or among themselves as to who shall be liable and responsible for payment of all or any portion of the Annual Payment Amounts owed to City under this Agreement and for compliance with and performance of all or any portion of Company's covenants and agreements contained in this Agreement

9.3 Attorneys' Fees. If any legal action or proceeding is commenced between City and Company based on this Agreement, the Prevailing Party in the legal action will be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law. The term "Prevailing Party" is defined to mean the Party who obtains a determination of wrongful conduct by the other Party, whether or not that Party obtains monetary, declaratory, injunctive, equitable or nominal relief.

9.4 Notice. All notices, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) upon actual receipt or refusal of delivery or (b) if earlier, and whether or not actually received, (i) one (1) business day after deposit with a recognized overnight delivery service (such as DHL, Federal Express or UPS) for next business day delivery, properly addressed to the intended recipient, with delivery charges prepaid by, or billed to, the sender, or (ii) three (3) business days after deposit with the United States mail, registered or certified mail, return receipt requested, postage prepaid, properly addressed to the intended recipient. Notwithstanding the foregoing, City and Company may from time to time agree upon other means of notice, as between City and Company. The initial notice addresses for the Parties are as follows:

City:

City of Baytown  
Attention: City Manager  
P.O. Box 424  
Baytown, Texas 77522

Copy to:

City of Baytown  
Attention: City Attorney  
P.O. Box 424  
Baytown, Texas 77522

Company:

Exxon Mobil Corporation  
Attention: Property Tax Department  
P.O. Box 64106  
Spring, Texas 77387

Each Party may change its address for receipt of notices from time to time by at least ten (10) days prior written notice of such change to the other Party in accordance with this Section 9.4.

**9.5 LIMITED WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES HEREBY AGREE THAT THIS AGREEMENT IS ENTERED INTO PURSUANT TO SECTION 212.172 AND SUBJECT TO SUBCHAPTER G CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND AS SUCH, CITY IS SUBJECT TO THE PROVISIONS OF THE SAME AND ANY SUCCESSOR STATUTE(S). IN ACCORDANCE WITH SECTION 212.172 OF THE TEXAS LOCAL GOVERNMENT CODE, CITY HEREBY WAIVES (AND COVENANTS AND AGREES THAT IT SHALL NOT ASSERT) ANY CONSTITUTIONAL, STATUTORY OR COMMON LAW RIGHT TO SOVEREIGN OR GOVERNMENTAL IMMUNITY FROM SUIT RELATED TO A CLAIM FOR BREACH OF THIS AGREEMENT. NOTHING IN THIS SECTION 9.5, HOWEVER, CONSTITUTES OR SHALL BE CONSTRUED AS, A WAIVER OF CITY'S SOVEREIGN IMMUNITY BEYOND THE SCOPE OF THE WAIVER CONTEMPLATED IN SUBCHAPTER G OF CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND AFFIRMATIVELY AND EXPRESSLY SET FORTH IN THIS AGREEMENT. FURTHER, THE WAIVER IN THIS SECTION 9.5 APPLIES ONLY TO THIS AGREEMENT AND NOTHING IN THIS SECTION 9.5 CONSTITUTES OR SHALL BE CONSTRUED AS A WAIVER OR ADMISSION BY CITY WITH REGARDS TO ANY OTHER CONTRACT OR AGREEMENT BY OR BETWEEN CITY AND COMPANY OR ANY OTHER PERSON OR ENTITY.**

**9.6 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to any of its conflicts of law principles. EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN ANY STATE OR FEDERAL COURT SITTING IN THE CITY OF HOUSTON, TEXAS. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS THAT SUCH PARTY HERETO MAY HAVE TO ANY TRIAL BY JURY ON ANY ISSUE ARISING OUT OF ANY LITIGATION OR DISPUTES UNDER THIS AGREEMENT, SUCH PARTY INTENDING TO WAIVE AND FOREVER RELINQUISH ANY RIGHT UNDER APPLICABLE LAW PROVIDING FOR A RIGHT OF TRIAL BY JURY.**

**9.7 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this**

Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.8 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties, their affiliates (including Company's Affiliates), and their respective successors and permitted assigns, and shall not inure to the benefit of any other person whomsoever (other than successors in title to any of the land within the Covered Land and affiliates of each Party (including Company's Affiliates) and their respective successors), it being the intention of the Parties that no third person (other than successors in title to any of the land within the (including Company's Affiliates) and the affiliates of each Party (including Company's Affiliates) and their respective successors) shall be deemed a third party beneficiary of this Agreement.

9.9 Relationship of the Parties. This Agreement shall not be construed or held to make the Parties partners in the conduct of any business or be deemed as establishing or creating any partnership or joint venture, joint enterprise, express or implied agency, or employer/employee relationship between the Parties.

9.10 Entire Agreement; Exhibits. This Agreement embodies the complete and final agreement of the Parties with respect to the subject matter of this Agreement and supersedes all oral or written, previous or contemporary, agreements between the Parties relating to matters in this Agreement. There are no unwritten oral agreements between the Parties with regard to the subject matter hereof. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein; provided, however, that in the event of any conflict between any of the provisions of any such exhibits and the provisions of this Agreement, the provisions of this Agreement shall control and prevail.

9.11 Amendments; Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement. No course of dealing on the part of the Parties, nor any failure or delay by any Party with respect to exercising any right, power or privilege of such Party under this Agreement shall operate as a waiver thereof.

9.12 Construction. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any Party. The headings contained in this Agreement are for reference purposes only, are not to be considered a part hereof, and shall not affect in any way the meaning or interpretation of this Agreement. Unless the context otherwise requires: (i) the word "including" shall mean "including, but not limited to," (ii) words used in the singular shall also denote the plural, and words used in the plural shall also denote the singular, and (iii) (b) references to the terms "Article," "Section," "clause," "Exhibit" and "Schedule" are references to the Articles, Sections, clauses, Exhibits and Schedules of this Agreement unless otherwise specified.

9.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together, shall constitute but one and the same

instrument, and this Agreement shall become effective on the Effective Date when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

9.14 Execution and Delivery. A copy of this Agreement that is signed and transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

9.15 Limitation on Certain Damages. Notwithstanding anything to the contrary in this Agreement, neither Party nor its affiliates (including Company’s Affiliates) shall be liable under this Agreement to the other Party or its affiliates (including Company’s Affiliates) for any special, punitive, indirect, consequential, exemplary, remote, speculative or similar damages, loss of value, loss of production, loss of financial advantage, loss of profit, or business interruptions, in each case, resulting from or arising out of this Agreement, however the same may be caused, whether or not advised of the possibility of same, and whether or not same are reasonably foreseeable.

9.16 Interpretation. Each of the Parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against either Party based on draftsmanship.

9.17 Subsequent Change. No subsequent change in the law regarding annexation or regulation by municipalities in the State of Texas shall affect the enforceability of any provisions of this Agreement, including the immunity from annexation of any of the Covered Land for the duration of the Term pursuant to the terms of this Agreement.

9.18 Additional Actions. The Parties each agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

9.19 Mortgagee Protection. Upon receipt by City of a written notice from Company that identifies one or more tracts or parcels of land within the Covered Land and sets forth the name and address of each holder (each a “Mortgagee”) of a deed of trust lien or mortgage (each a “Mortgage”) against such tract(s) or parcel(s) so identified and until such time as City is advised otherwise in writing by such Mortgagee that it no longer has or holds a Mortgage (or City is provided reasonable evidence that such Mortgagee no longer holds a Mortgage), any notice of default or breach hereof provided by City to Company shall also be provided to such Mortgagee. Further, City agrees to accept a cure of any such default by such Mortgagee and the cure thereof by such Mortgagee shall be with the same force and effect as if cured by Company.

9.20 Estoppels. Upon request of Company (or at the request of any Mortgagee), City shall provide to Company (or such Mortgagee or a prospective purchaser or successor in title), without charge and within thirty (30) days following such request, an estoppel certificate certifying to the requestor (and any other parties requested by such requestor) that this Agreement is in full force and effect, and that Company is not in default under this Agreement, nor has any event occurred, with the passage of time would ripen into a default, (or stating such default(s), if any, that are

claimed) by City, and setting forth such other factual information with regard to this Agreement as may reasonably be requested and is true and correct. Upon request by City to Company, Company shall provide to City, without charge and within thirty (30) days following such request, an estoppel certificate certifying to City (and any other parties City may designate) that this Agreement is in full force and effect, and that City is not in default under this Agreement, nor has any event occurred, with the passage of time would ripen into a default, (or stating such default(s), if any, that are claimed) by Company, and setting forth such other factual information with regard to this Agreement as may reasonably be requested and is true and correct.

9.21 Required Recordation. City will (i) file a copy of this Agreement in the real property records of Harris County, Texas, in compliance with Section 212.172(c)(4) of the Texas Local Government Code, and (ii) provide a copy of such recorded copy of this Agreement to Company.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

***[SIGNATURE PAGES FOLLOW]***

EXECUTED on Dec 13, 2022, to be effective as of the Effective Date.

CITY OF BAYTOWN, TEXAS

By: [Signature]  
Name: Jason E Reynolds  
Title: Assistant City Manager

ACKNOWLEDGMENT

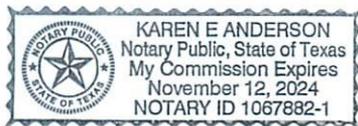
STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jason E. Reynolds, Acting City Manager of the City of Baytown, Texas, known to me to be the person whose name is ascribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Baytown, Texas, for the purposes and considerations therein expressed, and the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF December, 2022.



Karen E. Anderson  
NOTARY PUBLIC FOR THE STATE OF TEXAS  
Printed Name: Karen E. Anderson  
My Commission Expires: 11/12/2024

COB Legal

Legal COB



# EXHIBIT A

## DEPICTION AND DESCRIPTION OF THE INITIAL LAND



THIS MAP IS IN PROGRESS  
 UNDER THE SUPERVISION OF LEAD SITE SURVEYOR  
 A. CRAIG ENDERLI, JR.  
 PRINTED ON 10/06/2022 FOR QUESTION CALL 281-425-3758

**TEE**  
 EXXONMOBIL BAYTOWN COMPLEX  
 created by the Baytown400 Acres Open walking for  
 2017 Baytown 9 Contractors, Inc.  
 A. Craig Enderli, Jr.

- LEGEND**
- Property Boundary
  - Right-of-Way
  - Water
  - Other



<p><b>REVISIONS &amp; SCALE NOTE</b></p> <p>Scale: 1" = 100'</p>	<p><b>ExxonMobil</b>                  BAYTOWN 400 ACRES                  TEE MAP                  GRID PLAN                  MASTER MAP</p> <p>371001-685-0001</p>
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Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
1	0071780060010	303646	105 JOHN A STREET	HARRIS	0.214
2	0071780060010	303690A	5706 BAYWAY DRIVER	HARRIS	0.129
3	0071780060010	303928	103 JOHN A STREET	HARRIS	0.470
4	0071780060013	303701	106 WOOSTER STREET	HARRIS	0.439
5	0071780060013	303927	5610 BAYWAY DRIVE	HARRIS	0.3181
6	0342490000008	303951	6920 BAYWAY DRIVE	HARRIS	1.4885
7	0342490000023	303950	6916 BAYWAY DRIVE	HARRIS	1.9859
8	0410220000020	209358		HARRIS	58.299
9	0410220000020	2746		HARRIS	20
10	0410220000020	303424	AIRHART DRIVE	HARRIS	1.089
11	0410220000020	3741		HARRIS	150.11
12	0410220000020	7684		HARRIS	235
13	0410220000024	2752	2800 Decker DRIVE	HARRIS	53.82
14	0410220000085	303620	3520 Market Street	Harris	
15	0410220000090	303773	3406 NEVADA STREET	HARRIS	0.8317
16	0410220010045	303453	0 LOOP 201	HARRIS	17.6418
17	0410220010046	25852	AIRHART	HARRIS	65.41
18	0410220010046	82914	LYNCHBURG ROAD	HARRIS	0.115
19	0410220010046	82915	LYNCHBURG ROAD	HARRIS	0.0746
20	0410220010046	83153	AIRHART DR	HARRIS	12
21	0410220010046	83154	LYNCHBURG	HARRIS	0.0574
22	0410220010046	83155	LYNCHBURG ROAD	HARRIS	0.23
23	0410220010348	129577		HARRIS	33.075
24	0410220010348	142861		HARRIS	93.93
25	0410220010348	143500		HARRIS	151.02
26	0410220010348	2748		HARRIS	124
27	0410220010348	2749		HARRIS	43.08
28	0410220010348	303447	2800 DECKER DRIVE	HARRIS	753.690
29	0410220010348	303448	2800 DECKER DRIVE	HARRIS	167.2226
30	0410220010348	303449	2800 DECKER DRIVE	HARRIS	196.73
31	0410220010348	303597		HARRIS	0.56
32	0410220010348	3338		HARRIS	10
33	0410220010348	3414-A	WHARF ROAD	HARRIS	5.32
34	0410220010348	4352		HARRIS	11.38
35	0410220010348	4757		HARRIS	35.295
36	0410220010348	55477	BAYWAY DR	HARRIS	6.18255
37	0410220010348	8847		HARRIS	27.12
38	0410220010349	303749	1703 OKLAHOMA STREET	HARRIS	6.362
39	0410220010370	303452	3303 MISSOUR ST.	HARRIS	1.1835
40	0410220010916	303870	0 LYNCHBURG RD	HARRIS	1.173
41	0410220010916	94325	LYNCHBURG ROAD	HARRIS	0.75
42	0410220020030	303804	0 DECKER DRIVE	HARRIS	60.6983
43	0410220020037	303510	2604 PARK STREET	HARRIS	1.3522
44	0410220020038	303860	2303 DECKER DR.	HARRIS	3.648
45	0410220020140	303446		HARRIS	100
46	0410220020220	101370	AVENUE A	HARRIS	
47	0410220020220	102704	AVENUE A	HARRIS	
48	0410220020220	106476	AVENUE A	HARRIS	
49	0410220020220	106742	AVENUE A	HARRIS	
50	0410220020220	109769	AVENUE A	HARRIS	
51	0410220020220	120306		HARRIS	52.004
52	0410220020220	211921		HARRIS	81.3443
53	0410220020220	2752		HARRIS	1392.55
54	0410220020220	70253		HARRIS	85.563

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
55	0410220020220	72407		HARRIS	57.02
56	0410220020220	72414		HARRIS	13.37
57	0410220020220	74983	Avenue A	HARRIS	
58	0410220020220	74984		HARRIS	
59	0410220020220	76292	AVE B	HARRIS	
60	0410220020220	76293	AVE B	HARRIS	
61	0410220020220	79431	AVENUE B	HARRIS	
62	0410220020220	81483	AVENUE A	HARRIS	
63	0410220020220	81701	AVENUE A	HARRIS	
64	0410220020220	82137	AVENUE A	HARRIS	
65	0410220020220	82138	AVENUE A	HARRIS	
66	0410220020220	82140	AVENUE A	HARRIS	
67	0410220020220	82262	AVENUE A	HARRIS	
68	0410220020220	82265	AVENUE A	HARRIS	
69	0410220020220	82274	AVENUE A	HARRIS	
70	0410220020220	82460	AVENUE A	HARRIS	
71	0410220020220	82475	AVENUE A	HARRIS	
72	0410220020220	82479	AVENUE A	HARRIS	
73	0410220020220	82561	AVENUE A	HARRIS	
74	0410220020220	82562	AVENUE A	HARRIS	
75	0410220020220	82563	AVENUE A	HARRIS	
76	0410220020220	82583	AVENUE B	HARRIS	
77	0410220020220	82661	AVENUE A	HARRIS	
78	0410220020220	83788	AVENUE A	HARRIS	
79	0410220020220	85536	AVENUE A	HARRIS	
80	0410220020220	89390	WOOSTER CEDAR BAYOU ROAD	HARRIS	
81	0410220020229	303884	324 SOUTH AIRHART STREET	HARRIS	1.000
82	0410220020232	303905	AIRHART DRIVE	HARRIS	8.9750
83	0410220020233	303523	2210 W TEXAS AVE	HARRIS	5.1231
84	0410220020233	303582	WEST TEXAS AVE	HARRIS	0.2296
85	0410220020342	303778	2201 DECKER DRIVE	HARRIS	
86	0410220020360	303776	DECKER	HARRIS	1.003
87	0410220020364	303745	DECK DRIVE	HARRIS	7.788
88	0410220020387	303937	3601 Decker Drive	HARRIS	30.0261
89	0410220100017	122883		HARRIS	
90	0410220100017	122884		HARRIS	
91	0410220100017	123068		HARRIS	
92	0410220100017	124294		HARRIS	
93	0410220100017	124602		HARRIS	
94	0410220100017	124682		HARRIS	
95	0410220100017	124926		HARRIS	
96	0410220100017	126087		HARRIS	
97	0410220100017	126088		HARRIS	
98	0410220100017	126106		HARRIS	
99	0410220100017	126114		HARRIS	
100	0410220100017	126136		HARRIS	
101	0410220100017	126270		HARRIS	
102	0410220100017	126399		HARRIS	
103	0410220100017	126403		HARRIS	
104	0410220100017	126421		HARRIS	
105	0410220100017	126591		HARRIS	
106	0410220100017	126592		HARRIS	
107	0410220100017	126834		HARRIS	
108	0410220100017	126936		HARRIS	

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
109	0410220100017	126938		HARRIS	
110	0410220100017	126945		HARRIS	
111	0410220100017	126946		HARRIS	
112	0410220100017	126968		HARRIS	
113	0410220100017	126989		HARRIS	
114	0410220100017	127194		HARRIS	
115	0410220100017	127314		HARRIS	
116	0410220100017	127438		HARRIS	
117	0410220100017	127439		HARRIS	
118	0410220100017	127690		HARRIS	
119	0410220100017	127694		HARRIS	
120	0410220100017	127739		HARRIS	
121	0410220100017	127994		HARRIS	
122	0410220100017	128422		HARRIS	
123	0410220100017	128568		HARRIS	
124	0410220100017	128581		HARRIS	
125	0410220100017	128797		HARRIS	
126	0410220100017	128864		HARRIS	
127	0410220100017	128865		HARRIS	
128	0410220100017	128875		HARRIS	
129	0410220100017	128948		HARRIS	
130	0410220100017	128981		HARRIS	
131	0410220100017	128982		HARRIS	
132	0410220100017	128988		HARRIS	
133	0410220100017	129154		HARRIS	
134	0410220100017	129351		HARRIS	
135	0410220100017	129360		HARRIS	
136	0410220100017	129490		HARRIS	
137	0410220100017	129806		HARRIS	
138	0410220100017	129809		HARRIS	
139	0410220100017	129966		HARRIS	
140	0410220100017	130163		HARRIS	
141	0410220100017	130421		HARRIS	
142	0410220100017	130422		HARRIS	
143	0410220100017	130423		HARRIS	
144	0410220100017	130448		HARRIS	
145	0410220100017	131049		HARRIS	
146	0410220100017	131463		HARRIS	
147	0410220100017	131490		HARRIS	
148	0410220100017	131594		HARRIS	
149	0410220100017	131726		HARRIS	
150	0410220100017	131727		HARRIS	
151	0410220100017	131848		HARRIS	
152	0410220100017	131893		HARRIS	
153	0410220100017	131894		HARRIS	
154	0410220100017	132368		HARRIS	
155	0410220100017	133044		HARRIS	
156	0410220100017	133045		HARRIS	
157	0410220100017	133179		HARRIS	
158	0410220100017	133294		HARRIS	
159	0410220100017	133298		HARRIS	
160	0410220100017	133507		HARRIS	
161	0410220100017	133584		HARRIS	
162	0410220100017	133916		HARRIS	

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
163	0410220100017	133985		HARRIS	
164	0410220100017	134305		HARRIS	
165	0410220100017	135915		HARRIS	
166	0410220100017	135996		HARRIS	
167	0410220100017	136369		HARRIS	
168	0410220100017	136467		HARRIS	
169	0410220100017	136593		HARRIS	
170	0410220100017	136689		HARRIS	
171	0410220100017	136755		HARRIS	
172	0410220100017	136903		HARRIS	
173	0410220100017	136904		HARRIS	
174	0410220100017	137347		HARRIS	
175	0410220100017	138647		HARRIS	
176	0410220100017	139269		HARRIS	
177	0410220100017	139439		HARRIS	
178	0410220100017	139500		HARRIS	
179	0410220100017	140145		HARRIS	
180	0410220100017	140664		HARRIS	
181	0410220100017	141137		HARRIS	
182	0410220100017	141313		HARRIS	
183	0410220100017	142555		HARRIS	
184	0410220100017	142843		HARRIS	
185	0410220100017	145483		HARRIS	
186	0410220100017	147027		HARRIS	
187	0410220100017	149135		HARRIS	
188	0410220100017	149430		HARRIS	
189	0410220100017	149682		HARRIS	
190	0410220100017	149683		HARRIS	
191	0410220100017	150784		HARRIS	
192	0410220100017	150785		HARRIS	
193	0410220100017	151108		HARRIS	
194	0410220100017	151109		HARRIS	
195	0410220100017	153011		HARRIS	
196	0410220100017	153484		HARRIS	
197	0410220100017	156783		HARRIS	
198	0410220100017	161505		HARRIS	
199	0410220100017	165759		HARRIS	
200	0410220100017	167668		HARRIS	
201	0410220100017	169100		HARRIS	
202	0410220100017	172064		HARRIS	
203	0410220100017	172124		HARRIS	
204	0410220100017	172286		HARRIS	
205	0410220100017	182562		HARRIS	
206	0410220100017	183369		HARRIS	
207	0410220100017	183528		HARRIS	
208	0410220100017	187205		HARRIS	
209	0410220100017	189418		HARRIS	
210	0410220100017	191027		HARRIS	
211	0410220100017	193289		HARRIS	
212	0410220100017	197576		HARRIS	
213	0410220100017	197976		HARRIS	
214	0410220100017	200847		HARRIS	
215	0410220100017	201547		HARRIS	
216	0410220100017	201716		HARRIS	

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
217	0410220100017	203900		HARRIS	
218	0410220100017	204931		HARRIS	
219	0410220100017	205077		HARRIS	
220	0410220100017	205079		HARRIS	
221	0410220100017	205150		HARRIS	
222	0410220100017	206945		HARRIS	
223	0410220100017	207073		HARRIS	
224	0410220100017	207467		HARRIS	
225	0410220100017	207858		HARRIS	
226	0410220100017	208932		HARRIS	
227	0410220100017	211709		HARRIS	
228	0410220100017	212895		HARRIS	
229	0410220100017	219817		HARRIS	
230	0410220100017	220461		HARRIS	
231	0410220100017	222610		HARRIS	
232	0410220100017	225912		HARRIS	
233	0410220100017	226174		HARRIS	
234	0410220100017	229003		HARRIS	
235	0410220100017	229128		HARRIS	
236	0410220100017	229620		HARRIS	
237	0410220100017	229977		HARRIS	
238	0410220100017	232035		HARRIS	
239	0410220100017	232759		HARRIS	
240	0410220100017	234019		HARRIS	
241	0410220100017	234808		HARRIS	
242	0410220100017	236037		HARRIS	
243	0410220100017	236067		HARRIS	
244	0410220100017	238498		HARRIS	
245	0410220100017	239151		HARRIS	
246	0410220100017	239152		HARRIS	
247	0410220100017	240146		HARRIS	
248	0410220100017	243959		HARRIS	
249	0410220100017	245285		HARRIS	
250	0410220100017	251457		HARRIS	
251	0410220100017	252268		HARRIS	
252	0410220100017	252516		HARRIS	
253	0410220100017	253115		HARRIS	
254	0410220100017	300133		HARRIS	
255	0410220100017	300388		HARRIS	
256	0410220100017	303413		HARRIS	
257	0410220100017	303414		HARRIS	
258	0410220100017	303415		HARRIS	
259	0410220100017	303416		HARRIS	
260	0410220100017	303417		HARRIS	
261	0410220100017	303418		HARRIS	
262	0410220100017	303419		HARRIS	
263	0410220100017	303420		HARRIS	
264	0410220100017	303421		HARRIS	
265	0410220100017	303422	CRAWFORD STREET	HARRIS	
266	0410220100017	303423	DAMON STREET	HARRIS	
267	0410220100017	303429	DAMON STREET	HARRIS	0.114
268	0410220100017	303430		HARRIS	
269	0410220100017	303431	AIRHART DR.	HARRIS	
270	0410220100017	303432	DAMON STREET	HARRIS	

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
271	0410220100017	303435	AIRHART	HARRIS	
272	0410220100017	303438	AIRHART	HARRIS	
273	0410220100017	303439	AIRHART	HARRIS	
274	0410220100017	303440	CRAWFORD	HARRIS	
275	0410220100017	303441	MEEK AND LONG STREET	HARRIS	
276	0410220100017	303442	AIRHART DR	HARRIS	
277	0410220100017	303443	CRAWFORD STREET	HARRIS	
278	0410220100017	303444		HARRIS	
279	0410220100017	83156		HARRIS	
280	0410220100017	83157		HARRIS	
281	0410220100017	83158		HARRIS	
282	0410220100017	83159		HARRIS	
283	0410220100017	83160		HARRIS	
284	0430020000040	303945	5800 WEST BAKER ROAD	HARRIS	9.33
285	0430020000141	303945	5800 WEST BAKER ROAD	HARRIS	0.619
286	0451440010049	179738	4227 DECKER DR	HARRIS	84.7294
287	0451440010065	303436		HARRIS	38.211
288	0451440010066	303434		HARRIS	64.645
289	0451440010179	303952	0 WEST BAKER ROAD	HARRIS	77.24
290	0512540030033	303944	1210 Harbor Street	HARRIS	
291	0512540030035	303944	1212 HARBOR STREET	HARRIS	0.172
292	0512550050017	303949	0 HARBOR STREET	HARRIS	0.331
293	0512550050029	303943	HARBOR STREET	HARRIS	0.17
294	0512560120036	303876	0 MAGNOLIA STREET	HARRIS	1.928
295	0562470000005	303886	5906 BAYWAY DRIVE	HARRIS	0.406
296	0562470000007	303880	109 ARBOR STREET	HARRIS	0.708
297	0562470000017	303953	6220 BAYWAY DRIVE	HARRIS	0.902
298	0562470000024	303885	121 ARBOR STREET	HARRIS	1.001
299	0562470000025	303882	125 ARBOR STREET	HARRIS	0.976
300	0562470000026	303883	207 ARBOR STREET	HARRIS	0.988
301	0562470000029	303887	219 ARBOR STREET	HARRIS	0.9884
302	0562470000032	303924	229 & 231 ARBOR STREET	HARRIS	0.988
303	0562470000036	303936	202 NORTH STREET	HARRIS	0.515
304	0562470000055	303948	249 ARBOR STREET	HARRIS	0.1818
305	0562470000056	303888	247 ARBOR STREET	HARRIS	0.182
306	0562480000008	303933	228 ARBOR STREET	HARRIS	0.494
307	0562480000011	303901	238 ARBOR STREET	HARRIS	0.998
308	0562480000013	303881	248 ARBOR STREET	HARRIS	0.998
309	0562480000028	303900	204 ARBOR STREET	HARRIS	0.203
310	0562480000030	303904	234 ARBOR STREET	HARRIS	0.494
311	0562480000039	303617		HARRIS	0.527
312	0562480000039	303631	WOOSTER STREET	HARRIS	
313	0562480000039	303637	WOOSTER STREET	HARRIS	
314	0562480000039	303658	241 AND 243 WOOSTER STREET	HARRIS	0.494
315	0562480000039	303671	127 WOOSTER STREET	HARRIS	3.11
316	0562480000039	303680	125 Wooster	HARRIS	
317	0562480000039	303681	211 WOOSTER ST.	HARRIS	1.3667
318	0562480000039	303682	219 WOOSTER ST	HARRIS	0.649 ACRE
319	0562480000039	303686	208 WOOSTER ST	HARRIS	.9719
320	0562480000039	303687	326 ABBOTT ST	HARRIS	.1612
321	0562480000039	303692	235 WOOSTER STREET	HARRIS	1.3667
322	0562480000039	303705	215 WOOSTER STREET	HARRIS	1.3667
323	0562480000039	303710	221 WOOSTER STREET	HARRIS	0.6490
324	0562480000039	303712-5	WOOSTER AND BAYWAY STREET	HARRIS	0.221

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
325	0562480000039	303715	137 WOOSTER STREET	HARRIS	0.683
326	0562480000039	303726	217 WOOSTER STREET	HARRIS	0.7177
327	0562480000039	303730	237 WOOSTER STREET	HARRIS	1.3667
328	0562480000039	303732	245 WOOSTER STREET	HARRIS	1.3667
329	0562480000039	303738	201 WOOSTER ST	HARRIS	1.3667 ACRE
330	0562480000039	303748	WOOSTER STREET	HARRIS	1.3667
331	0562480000039	303751	225 WOOSTER STREET	HARRIS	1.3667
332	0562480000039	303752	223 WOODSTER STREET	HARRIS	0.71766
333	0562480000039	303798	5700 BAYWAY DRIVE	HARRIS	5.977
334	0562480000039	303807	108,109,112,114, AND 116 WOOSTER	HARRIS	2.7558
335	0562480000039	303940	226 ARBOR STREET	HARRIS	0.494
336	0562480000055	303912	214 ARBOR STREET	HARRIS	0.125
337	0562480000058	303911	224 ARBOR STREET	HARRIS	0.1262
338	0562490000001	303643	209 JOHN A STREET	HARRIS	0.2196
339	0562490000001	303647	127 JOHN A STREET	HARRIS	0.4279
340	0562490000001	303652	126 WOOSTER STREET	HARRIS	0.433
341	0562490000001	303654	117 JOHN A STREET	HARRIS	0.427
342	0562490000001	303655	129 JOHN A STREET	HARRIS	0.510
343	0562490000001	303659	126 JOHN A STREET	HARRIS	0.427
344	0562490000001	303665	5604 BAYWAY	HARRIS	0.410
345	0562490000001	303670	122 WOOSTER STREET	HARRIS	0.437
346	0562490000001	303689	109 JOHN A STREET	HARRIS	0.427
347	0562490000001	303694	136 WOOSTER STREET	HARRIS	0.409
348	0562490000001	303704	128 WOOSTER STREET	HARRIS	0.366
349	0562490000001	303761	107 JOHN A STREET	HARRIS	0.440
350	0562490000001	303764	113 WOOSTER STREET	HARRIS	0.262
351	0562490000001	303771	130 WOOSTER STREET	HARRIS	0.277
352	0562490000001	303822	JOHN A ST	HARRIS	0.2718
353	0562490000001	303863	116 JOHN A STREET	HARRIS	0.4279
354	0562490000022	303634	JOHN A. STREET	HARRIS	
355	0562490000022	303638	WOOSTER STREET	HARRIS	
356	0562490000022	303644	219 JOHN A STREET	HARRIS	0.479
357	0562490000022	303650	245 JOHN A STREET	HARRIS	0.450
358	0562490000022	303674	228 WOOSTER STREET	HARRIS	0.509
359	0562490000022	303699	246 WOOSTER STREET	HARRIS	0.468
360	0562490000022	303713	207 JOHN A STREET	HARRIS	0.1895
361	0562490000022	303718	243 JOHN A STREET	HARRIS	0.181
362	0562490000022	303720	211 JOHN A STREET	HARRIS	0.2731
363	0562490000022	303722	227 JOHN A STREET	HARRIS	0.443
364	0562490000022	303725	223 JOHN A STREET	HARRIS	0.44
365	0562490000022	303728	213 JOHN A STREET	HARRIS	0.2169
366	0562490000022	303729	203 JOHN A STREET	HARRIS	0.24
367	0562490000022	303734	204 WOOSTER STREET	HARRIS	0.489
368	0562490000022	303735	235 JOHN A STREET	HARRIS	0.464
369	0562490000022	303760	224 WOOSTER STREET	HARRIS	0.5110
370	0562490000022	303770	239 JOHN A STREET	HARRIS	0.467
371	0562490000022	303772	218 WOOSTER STREET	HARRIS	0.242
372	0562490000022	303774	231 JOHN A STREET	HARRIS	0.9462
373	0562490000022	303792	241 JOHN A STREET	HARRIS	0.179
374	0562490000022	303813	244 WOOSTER STREET	HARRIS	0.5672
375	0562490000022	303864	220 WOOSTER STREET	HARRIS	
376	0562490000024	303939	234 WOOSTER STREET	HARRIS	0.464
377	0620080060013	303459	0 FORTINBERRY STREET	HARRIS	
378	0620080060013	303500	608 FORTINBERRY STREET	HARRIS	0.295

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
379	0620080060013	303529	FORTINBERRY AVE	HARRIS	
380	0620080060013	303553	FORTINBERRY	HARRIS	
381	0620080060013	303584	AIRHART DRIVE.	HARRIS	
382	0620080060013	303624		HARRIS	0.0120
383	0620080070002	303624	FORTINBERRY	HARRIS	
384	0620080070002	303624	FORTINBERRY	HARRIS	
385	0620080070028	303461	FORTINBERRY	HARRIS	
386	0620080070028	303462	FORTINBEERY AVENUE	HARRIS	
387	0620080070028	303756	O LOOP 201	HARRIS	0.022
388	0620100160001	303460		HARRIS	
389	0620100160001	303464	400 AIRHART	HARRIS	
390	0620100160001	303486		HARRIS	
391	0620100160001	303513		HARRIS	
392	0620100160001	303519	AIRHART	HARRIS	
393	0620100160001	303536		HARRIS	
394	0620100160001	303548		HARRIS	
395	0620100160001	303564	AIRHART DRIVE	HARRIS	
396	0620100160001	303587		HARRIS	
397	0620100160001	303744	310 AIRHART DRIVE	HARRIS	
398	0620100160001	303769	414 AIRHART DRIVE	HARRIS	0.1722
399	0620100160001	303799	O FORTINBERRY AVE	HARRIS	0.1148
400	0620100160001	303844	416 AIRHART AVENUE	HARRIS	0.230
401	0620100160001	303868	413 FORTINBERRY STREET	HARRIS	0.344
402	0620100170001	303518	FORTINBERRY	HARRIS	
403	0620100170001	303522	Granville Ave	HARRIS	
404	0620100170001	303538		HARRIS	
405	0620100170001	303567	FORTINBERRY	HARRIS	
406	0620100170001	303589		HARRIS	
407	0620100170001	303594	Granville Ave	HARRIS	
408	0620100170001	303599		HARRIS	
409	0620100170001	303696	406 FORTINBERRY	HARRIS	
410	0620100170019	303477	314 FORTINBERRY STREET	HARRIS	
411	0620100170019	303507	315 GRANVILLE	HARRIS	
412	0620100170019	303515	306 FORTINBERRY STREET	HARRIS	
413	0620100170019	303526		HARRIS	
414	0620100170019	303604		HARRIS	
415	0620100170019	303755	2400 HUNTER STREET	HARRIS	0.22962
416	0620100170019	303763	310 FORTINBERRY STREET	HARRIS	
417	0620100180013	303455	112 GRANVILLE STREET	HARRIS	
418	0620100180013	303456	O LOOP 201	HARRIS	
419	0620100180013	303457	O LOOP 201	HARRIS	
420	0620100180013	303467	STATE HIGHWAY LOOP 201	HARRIS	
421	0620100180013	303552	STATE HIGHWAY 201	HARRIS	
422	0620100180013	303602	FORTINBERRY	HARRIS	
423	0620120260001	303454	211 FORTINBERRY	HARRIS	
424	0620120260001	303470	2501 HUNTER	HARRIS	
425	0620120260001	303480	FORTINBERRY AT DORRIS	HARRIS	
426	0620120260001	303481	121 FORTINBERRY AVENUE	HARRIS	
427	0620120260001	303486		HARRIS	
428	0620120260001	303492	203 FORTINBERRY STREET	HARRIS	
429	0620120260001	303511	2504 DORRIS STREET	HARRIS	0.402
430	0620120260001	303513		HARRIS	
431	0620120260001	303516	216-220 AIRHART DRIVE	HARRIS	
432	0620120260001	303530	AIRHART DR.	HARRIS	

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
433	0620120260001	303535	FORNTINBERRY AVE	HARRIS	
434	0620120260001	303625	N. AIRHART	HARRIS	
435	0620120260001	303664	211 FORTINBERRY STREET	HARRIS	0.2869
436	0620120270001	303468	120 FORTINBERRY AVENUE	HARRIS	
437	0620120270001	303478	116 FORTINBEERY AVENUE	HARRIS	
438	0620120270001	303485	209 GRANDVILLE STREET	HARRIS	
439	0620120270001	303487	2408 AND 2410 DORRIS STREET	HARRIS	
440	0620120270001	303488	114 FORTINBERRY AVENUE	HARRIS	
441	0620120270001	303493	111 GRANVILLE	HARRIS	
442	0620120270001	303496	FORTINBERRY STREET	HARRIS	
443	0620120270001	303517	GRANVILLE AVENUE	HARRIS	
444	0620120270001	303520	Dorris Street	HARRIS	
445	0620120270001	303528		HARRIS	
446	0620120270001	303546	Fortinberry street	HARRIS	
447	0620120270001	303563	109 GRANVILLE STREET	HARRIS	0.115
448	0620120270001	303598	Dorris Street	HARRIS	
449	0620120270001	303668	GRANVILLE AVENUE	HARRIS	0.1148
450	0620120270001	303706	210 FORTINBERRY	HARRIS	0.1148
451	0620120270001	303759	204 AND 208 FORTINBERRY STREET	HARRIS	
452	0620120270013	303969	121 GRANVILLE ST	HARRIS	0.2295
453	0620120280001	303458	112 GRANVILLE STREET	HARRIS	
454	0620120280001	303463	2307 HUNTER STREET	HARRIS	
455	0620120280001	303465	STATE LOOP 201	HARRIS	
456	0620120280001	303466	207 LOOP 201 NORTH	HARRIS	
457	0620120280001	303471	208 GRANVILLE AVENUE	HARRIS	
458	0620120280001	303472		HARRIS	.11
459	0620120280001	303479	109 NORTH LOOP 201	HARRIS	
460	0620120280001	303501	SPUR 201	HARRIS	0.115
461	0620120280001	303521	Granville St	HARRIS	
462	0620120280001	303534	Granville St	HARRIS	
463	0620120280001	303537	Granville Street	HARRIS	
464	0620120280001	303544	146	HARRIS	
465	0620120280001	303572		HARRIS	
466	0620120280001	303585	Dorris Street	HARRIS	
467	0620120280001	303618	112 Granville Street	HARRIS	
468	0631590020005	303474	101 ASHEY STREET	HARRIS	0.0529
469	0631590020005	303475	141 ASHBY STREET	HARRIS	
470	0631590020005	303476	245 ASHBY STREET	HARRIS	
471	0631590020005	303482	101 ASHBY STREET	HARRIS	0.1635
472	0631590020005	303483	235 ASHBY STREET	HARRIS	
473	0631590020005	303484	ASHBY STREET	HARRIS	
474	0631590020005	303495	103 ASHBY STREET	HARRIS	0.1308
475	0631590020005	303498	111 ASHBY STREET	HARRIS	
476	0631590020005	303506	205 ASHBY STREET	HARRIS	
477	0631590020005	303509	109 ASHBY STREET	HARRIS	
478	0631590020005	303527	ASHBY STREET	HARRIS	
479	0631590020005	303541	JOHN A STREET	HARRIS	
480	0631590020005	303542	JOHN A STREET	HARRIS	
481	0631590020005	303543	JOHN A STREET	HARRIS	
482	0631590020005	303557	JOHN A STREET	HARRIS	
483	0631590020005	303559	JOHN A STREET	HARRIS	
484	0631590020005	303560	209 ASHBY STREET	HARRIS	
485	0631590020005	303566	JOHN A. STREET	HARRIS	
486	0631590020005	303568	JOHN A. STREET	HARRIS	

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
487	0631590020005	303571	JOHN A STREET	HARRIS	0.191
488	0631590020005	303574		HARRIS	
489	0631590020005	303575	JOHN A STREET	HARRIS	
490	0631590020005	303579	JOHN A STREET	HARRIS	
491	0631590020005	303580	ASHBY STREET	HARRIS	
492	0631590020005	303581	JOHN A STREET	HARRIS	0.132
493	0631590020005	303591	JOHN A STREET	HARRIS	
494	0631590020005	303592	JOHN A STREET	HARRIS	0.253
495	0631590020005	303601	JOHN A STREET	HARRIS	
496	0631590020005	303609	JOHN A STREET	HARRIS	
497	0631590020005	303610	Ashby Street	HARRIS	
498	0631590020005	303611	JOHN A STREET	HARRIS	
499	0631590020005	303612	ASHBY STREET	HARRIS	
500	0631590020005	303613	ASHBY STREET	HARRIS	
501	0631590020005	303614	JOHN A STREET	HARRIS	
502	0631590020005	303615	ASHBY STREET	HARRIS	
503	0631590020005	303619	ASHBY STREET	HARRIS	
504	0631590020005	303626	ASHBY STREET	HARRIS	
505	0631590020005	303627	JOHN A. STREET	HARRIS	
506	0631590020005	303741	116 JOHN-A STREET	HARRIS	0.164 ACRE
507	0631590020005	303743	112 JOHN A STREET	HARRIS	
508	0631590020005	303747	133 JOHN A STREET	HARRIS	0.2980
509	0631590020005	303803	126 JOHN A STREET	HARRIS	0.3031
510	0631590020005	303816	115 ASHBY STREET	HARRIS	
511	0631590020005	303818	119 ASHBY STREET	HARRIS	0.3031
512	0631590020045	303469	206 ASHBY STREET	HARRIS	
513	0631590020045	303473	ASHBY STREET	HARRIS	0.1312
514	0631590020045	303489	116 ASHBY STREET	HARRIS	
515	0631590020045	303490	126 ASHBY STREET	HARRIS	
516	0631590020045	303491	306 ASHBY STREET	HARRIS	0.3042
517	0631590020045	303494	242 ASHBY STREET	HARRIS	
518	0631590020045	303497	214 ASHBY STREET	HARRIS	
519	0631590020045	303499	307 ASHBY STREET	HARRIS	0.257
520	0631590020045	303502	102 ASHBY STREET	HARRIS	0.1561
521	0631590020045	303503	124 ASHBY STREET	HARRIS	
522	0631590020045	303504	106 ASHBY STREET	HARRIS	0.1047
523	0631590020045	303505	130 ASHBY STREET	HARRIS	
524	0631590020045	303508	104 ASHBY STREET	HARRIS	0.1306
525	0631590020045	303512	204 ASHBY STREET	HARRIS	
526	0631590020045	303514	303 ASHBY STREET	HARRIS	0.236
527	0631590020045	303531	ASHBY STREET	HARRIS	
528	0631590020045	303532	ASHBY STREET	HARRIS	0.2755
529	0631590020045	303539	JOHN A STREET	HARRIS	
530	0631590020045	303561	232 ASHBY STREET	HARRIS	
531	0631590020045	303562	222 ASHBY STREET	HARRIS	
532	0631590020045	303576	JOHN A & ASHBY STREET	HARRIS	
533	0631590020045	303595	ASHBY STREET	HARRIS	
534	0631590020045	303596	ASHBY STREET	HARRIS	
535	0631590020045	303606	ASHBY STREET	HARRIS	
536	0631590020045	303607	ASHBY STREET	HARRIS	
537	0631590020045	303608	ASHBY STREET	HARRIS	
538	0631590020045	303616	ASHBY STREET	HARRIS	
539	0631590020045	303721	408 JOHN A STREET	HARRIS	0.237
540	0631590020045	303766	310 ASHBY STREET	HARRIS	0.398

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
541	0631590020045	303779	110 ASHBY STREET	HARRIS	
542	0631590020045	303785	118 ASHBY STREET	HARRIS	
543	0631590020045	303806	228 ASHBY	HARRIS	0.340
544	0631590020072	303967	147 ASHBY STREET	HARRIS	0.151
545	0720860010001	303603	ABOTT STREET	HARRIS	
546	0720860010001	303605	ABBOTT STREET	HARRIS	
547	0720860010001	303737	412 North st.	HARRIS	0.1616 AC
548	0720860030001	303588	ABBOTT STREET	HARRIS	
549	0720860030001	303600	ABBOTT STREET	HARRIS	
550	0720860030001	303628	ABBOTT STREET	HARRIS	
551	0720860030001	303628	BARNES STREET	HARRIS	
552	0720860030001	303630	ABBOTT STREET	HARRIS	
553	0720860030001	303632	COBURN STREET	HARRIS	
554	0720860030001	303633	BARNES STREET	HARRIS	
555	0720860030001	303635	BARNES STREET	HARRIS	
556	0720860030001	303636	BARNES STREET	HARRIS	
557	0720860030001	303639	ABBOTT STREET	HARRIS	
558	0720860030001	303640	ABBOTT STREET	HARRIS	
559	0720860030001	303641	BARNES STREET	HARRIS	
560	0720860030001	303645	307 ABBOTT STREET	HARRIS	0.1790
561	0720860030001	303648	315 ABBOTT STREET	HARRIS	0.1731
562	0720860030001	303649	313 ABBOTT STREET	HARRIS	0.1731
563	0720860030001	303651	312 COBURN STREET	HARRIS	0.1822
564	0720860030001	303653	322 BARNES STREET	HARRIS	0.1731
565	0720860030001	303656	314 BARNES STREET	HARRIS	0.1731
566	0720860030001	303660	330 COBURN STREET	HARRIS	0.2047
567	0720860030001	303661	314 AND 316 COBURN STREET	HARRIS	0.3644
568	0720860030001	303662	310 BARNES STREET	HARRIS	0.3534
569	0720860030001	303666	325 ABBOTT STREET	HARRIS	0.1731
570	0720860030001	303667	323 ABBOTT STREET	HARRIS	0.1731
571	0720860030001	303669	321 BARNES STREET	HARRIS	0.1623
572	0720860030001	303676	310 ABBOTT STREET	HARRIS	0.1612
573	0720860030001	303677	328 COBURN STREET	HARRIS	0.1822
574	0720860030001	303679	319 ABBOTT STREET	HARRIS	0.1731
575	0720860030001	303683	318 COBURN ST	HARRIS	.1623
576	0720860030001	303684	324 BARNES ST	HARRIS	.1731
577	0720860030001	303685	326 BARNES ST	HARRIS	.3462
578	0720860030001	303688	317 BARNES ST	HARRIS	.1623
579	0720860030001	303690	312 ABBOTT	HARRIS	0.1612
580	0720860030001	303691	320 ABBOTT STREET	HARRIS	0.1612
581	0720860030001	303693	321 ABBOTT STREET	HARRIS	0.1732
582	0720860030001	303695	313 BARNES STREET	HARRIS	0.3245
583	0720860030001	303697	322 ABBOTT STREET	HARRIS	0.1612
584	0720860030001	303698	324 COBURN STREET	HARRIS	0.182
585	0720860030001	303702	316 ABBOTT STREET	HARRIS	0.1612
586	0720860030001	303703	318 BARNES STREET	HARRIS	0.1731
587	0720860030001	303707	315 BARNES STREET	HARRIS	0.1623
588	0720860030001	303708	330 BARNES STREET	HARRIS	0.1389
589	0720860030001	303709	314 ABBOTT STREET	HARRIS	0.1612
590	0720860030001	303714	329 ABBOTT STREET	HARRIS	0.1690
591	0720860030001	303716	308 ABBOTT STREET	HARRIS	0.1658
592	0720860030001	303717	328 ABBOTT STREET	HARRIS	0.1935
593	0720860030001	303719	329 BARNES STREET	HARRIS	0.1582
594	0720860030001	303731	326 COBURN STREET	HARRIS	0.1821

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
595	0720860030001	303736	317 ABBOTT ST.	HARRIS	0.1731 ACRE
596	0720860030001	303753	312 BARNES STREET	HARRIS	0.1731
597	0720860030001	303762	BARNES STREET	HARRIS	
598	0720860030001	303767	BARNES STREET	HARRIS	1
599	0720860030001	303768	ABBOTT	HARRIS	1
600	0720860030001	303789	322 COBURN STREET	HARRIS	0.182
601	0720860040002	303583	BARNES STREET	HARRIS	
602	0720860040002	303750	407 ABBOTT STREET	HARRIS	0.1917
603	0720860040002	303777	409 ABBOTT STREET	HARRIS	0.1917
604	0720860050001	303525		HARRIS	
605	0720860050001	303533	411 COBURN STREET	HARRIS	
606	0720860050001	303540	WOOSTER STREET	HARRIS	
607	0720860050001	303545	COBURN STREET	HARRIS	
608	0720860050001	303547	CORBURN STREET	HARRIS	
609	0720860050001	303549	COLBURN STREET	HARRIS	
610	0720860050001	303550	BARNES STREET	HARRIS	
611	0720860050001	303551	COLBURN STREET	HARRIS	
612	0720860050001	303554	BARNES STREET	HARRIS	
613	0720860050001	303558	COLBURN STREET	HARRIS	
614	0720860050001	303570	COBURN STREET	HARRIS	
615	0720860050001	303573	COLBURN STREET	HARRIS	
616	0720860050001	303578	COLBURN STREET	HARRIS	0.474
617	0720860050001	303815	412 AND 414 DOUGLAS STREET	HARRIS	
618	0720860050001	303817	410 DOUGLAS STREET	HARRIS	0.1977
619	0720860050001	303874	406 DOUGLAS STREET	HARRIS	
620	0720860070001	303908	329 COBURN STREET	HARRIS	0.197
621	0720860070002	303622	322 DOUGLAS STREET	HARRIS	
622	0720860070002	303642	319 COLBURN STREET	HARRIS	0.1835
623	0720860070002	303657	328 DOUGLAS STREET	HARRIS	0.1835
624	0720860070002	303672	311 COBURN STREET	HARRIS	0.1835
625	0720860070002	303673	309 COBURN STREET	HARRIS	0.3893
626	0720860070002	303675	313 COBURN STREET	HARRIS	0.1835
627	0720860070002	303678	321 COBURN STREET	HARRIS	0.1835
628	0720860070002	303700	318 DOUGLAS STREET	HARRIS	0.1835
629	0720860070002	303711	320 DOUGLAS STREET	HARRIS	0.1835
630	0720860070002	303723	324 DOUGLAS STREET	HARRIS	0.1835
631	0720860070002	303724	326 DOUGLAS STREET	HARRIS	0.1835
632	0720860070002	303727	327 COBURN STREET	HARRIS	0.1835
633	0720860070002	303733	316 DOUGLAS STREET	HARRIS	0.1835
634	0720860070002	303742	315 COBURN STREET	HARRIS	
635	0720860070002	303746	330 DOUGLAS STREET	HARRIS	0.1942
636	0720860070002	303754	325 COLBURN STREET	HARRIS	0.18353
637	0720860070002	303757	317 COLBURN STREET	HARRIS	0.18354
638	0720860070002	303758	310 DOUGLAS STREET	HARRIS	0.18354
639	0720860070002	303775	323 COBURN STREET	HARRIS	
640	0720860070002	303857	312 DOUGLAS	HARRIS	0.1835
641	0720860090002	303565	329 DOUGLAS STREET	HARRIS	
642	0720860090002	303593	DOUGLAS STREET	HARRIS	
643	0720860090002	303621	329 Douglas Street	HARRIS	
644	0720860090002	303739	409 DOUGLAS	HARRIS	.0888 ACRE
645	0720860090002	303740	407 DOUGLAS	HARRIS	0.0882 ACRES
646	0720860090002	303765	411 DOUGLAS STREET	HARRIS	0.2413
647	0720860090002	303808	403 DOUGLAS	HARRIS	
648	0720860090002	303862	413 DOUGLAS STREET	HARRIS	0.2426

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
649	0720860090009	303903	325 DOUGLAS STREET	HARRIS	0.237
650	0720860090010	303555	DOUGLAS STREET	HARRIS	
651	0720860090010	303556	DOUGLAS STREET	HARRIS	
652	0720860090010	303569	DOUGLAS STREET	HARRIS	
653	0720860090010	303577	DOUGLAS AVE	HARRIS	
654	0720860090010	303586	DOUGLAS STREET	HARRIS	
655	0720860090010	303623	321 DOUGLAS STREET	HARRIS	
656	0720860090010	303800	317 DOUGLAS	HARRIS	0.2365
657	0720860090010	303820	315 DOUGLAS	HARRIS	0.229
658	0720860090010	303859	307 DOUGLAS STREET	HARRIS	0.250
659	0720870010027	303925	423 SCARLETT STREET	HARRIS	0.207
660	0720870010029	303913	419 SCARLETT STREET	HARRIS	0.207
661	0720870010034	303909	409 SCARLETT STREET	HARRIS	0.2066
662	0720870010036	303926	405 SCARLETT ST	HARRIS	
663	0720870010037	303926	403 SCARLETT STREET	HARRIS	0.413
664	0720870010043	303946	311 SCARLETT STREET	HARRIS	0.207
665	0720870010044	303916	309 SCARLETT STREET	HARRIS	0.207
666	0720870010047	303929	303 SCARLETT STREET	HARRIS	0.207
667	0720870020003	303914	306 SCARLETT STREET	HARRIS	0.2066
668	0720870020004	303907	308 SCARLETT STREET	HARRIS	0.206
669	0720870020005	303919	310 SCARLETT STREET	HARRIS	0.207
670	0720870020006	303930	312 SCARLETT STREET	HARRIS	0.207
671	0720870020007	303922	314 SCARLETT STREET	HARRIS	0.207
672	0720870020011	303917	402 SCARLETT STREET	HARRIS	0.207
673	0720870020011	303923	402 SCARLETT STREET	HARRIS	0.207
674	0720870020014	303941	408 SCARLETT STREET	HARRIS	0.413
675	0720870020015	303791	410 ARBOR STREET	HARRIS	0.211
676	0720870020015	303938	410 SCARLETT STREET	HARRIS	0.21
677	0720870020016	303910	412 SCARLETT STREET	HARRIS	0.2066
678	0720870020021	303931	422 SCARLETT STREET	HARRIS	0.207
679	0720870020029	303788	425 ARBOR STREET	HARRIS	0.310
680	0720870020029	303795	421 ARBOR	HARRIS	0.31
681	0720870020029	303810	427 ARBOR STREET	HARRIS	
682	0720870020029	303819	419 ARBOR STREET	HARRIS	0.4132
683	0720870020032	303784	409 ARBOR STREET	HARRIS	0.207
684	0720870020032	303790	411 ARBOR STREET	HARRIS	0.207
685	0720870020032	303869	413 ARBOR	HARRIS	0.206
686	0720870020037	303780	405 ARBOR STREET	HARRIS	0.258
687	0720870020037	303782	403 ARBOR STREET	HARRIS	0.362
688	0720870020037	303809	317 ARBOR	HARRIS	
689	0720870020037	303856	401 ARBOR STREET	HARRIS	0.207
690	0720870020044	303787	313 ARBOR STREET	HARRIS	0.207
691	0720870020044	303793	311 ARBOR STREET	HARRIS	0.207
692	0720870020044	303794	309 ARBOR	HARRIS	0.41
693	0720870020046	303877	305 ARBOR STREET	HARRIS	0.207
694	0720870020047	303786	303 ARBOR STREET	HARRIS	0.207
695	0720870030001	303805	314 ARBOR	HARRIS	0.2169
696	0720870030001	303812	308 ARBOR STREET	HARRIS	
697	0720870030001	303814	302 ARBOR STREET	HARRIS	
698	0720870030001	303821	310 ARBOR STREET	HARRIS	0.4311
699	0720870030001	303823	316 ARBOR STREET	HARRIS	0.2144
700	0720870030014	303781	408 ARBOR STREET	HARRIS	0.212
701	0720870030017	303796	414 ARBOR	HARRIS	0.21
702	0720870030019	303802	422 ARBOR	HARRIS	

Item #	HCAD Number	FEE Number	Address	County	Approx. Acres
703	0720870030019	303824	420 ARBOR STREET	HARRIS	0.2082
704	0720870030019	303853	418 ARBOR STREET	HARRIS	0.2099
705	0720870030023	303915	424 ARBOR STREET	HARRIS	0.198
706	0720870030024	303797	428 ARBOR	HARRIS	0.255
707	0720870040004	303947	107 FORTNER STREET	HARRIS	0.40
708	0720870040005	303906	109 FORTNER AVENUE	HARRIS	0.302
709	0720870040006	303932	111 FORTNER AVENUE	HARRIS	0.302
710	0720870040012	303783	303 FORTNER	HARRIS	0.453
711	0720870040012	303801	229 FORTNER	HARRIS	
712	0720870040012	303825	301 FORTNER	HARRIS	0.30
713	0760490010001	303855	6806 BAYWAY DRIVE	HARRIS	0.243
714	0760490010003	303968	112 E SHRECK STREET	HARRIS	0.22
715	0760490010005	303826	307 EAST SCHRECK	HARRIS	0.3098
716	0760490010005	303827	226 EAST SCHRECK STREET	HARRIS	0.3476
717	0760490010005	303828	120 EAST SCHRECK	HARRIS	0.2935
718	0760490010005	303831	407 EAST SCHRECK STREET	HARRIS	
719	0760490010005	303832	403 EAST SCHRECK STREET	HARRIS	0.362
720	0760490010005	303833	300 EAST SCHRECK STREET	HARRIS	0.353
721	0760490010005	303834	303 EAST SCHRECK STREET	HARRIS	0.297
722	0760490010005	303835	420 EAST SCHRECK STREET	HARRIS	0.420
723	0760490010005	303837	403 EAST SCHRECK STREET	HARRIS	0.319
724	0760490010005	303838	404 EAST SCHRECK STREET	HARRIS	0.431
725	0760490010005	303840	224 EAST SCHRECK STREET	HARRIS	0.340
726	0760490010005	303841	308 EAST SCHRECK STREET	HARRIS	0.767
727	0760490010005	303843	200 EAST SCHRECK STREET	HARRIS	0.299
728	0760490010005	303845	208 E. SCHRECK STREET	HARRIS	0.31
729	0760490010005	303846	401 EAST SCHREK AVE	HARRIS	0.324
730	0760490010005	303847	305 E. SCHRECK STREET	HARRIS	0.304
731	0760490010005	303848	EAST SHRECK STREET	HARRIS	0.3666
732	0760490010005	303849	220 E. SHRECK AVENUE	HARRIS	0.333
733	0760490010005	303850	408 E. SCHRECK STREET	HARRIS	0.6620
734	0760490010005	303852	405 E. SCHRECK	HARRIS	0.4246
735	0760490010005	303854	204 E. SHRECK AVENUE	HARRIS	0.306
736	0760490010005	303861	306 E. SHRECK AVENUE	HARRIS	0.3733
737	0760490010005	303866	216 E. SHRECK AVENUE	HARRIS	0.326
738	0760490010005	303867	309 E. SHRECK	HARRIS	0.317
739	0760490010005	303873	302 EAST SHRECK AVENUE	HARRIS	0.356
740	0760490020002	303829	115 EAST SCHRECK STREET	HARRIS	0.214
741	0760490020002	303830	205 EAST SCHRECK STREET	HARRIS	0.243
742	0760490020002	303836	121 EAST SCHRECK STREET	HARRIS	0.233
743	0760490020002	303839	201 EAST SCHRECK STREET	HARRIS	0.237
744	0760490020002	303851	209 E. SCHRECK	HARRIS	0.251
745	0760490020002	303865	117 E. SHRECK	HARRIS	0.222
746	0760490020009	303842	221 EAST SCHRECK STREET	HARRIS	0.270
747	0760490020009	303858	217 E. SCHRECK STREET	HARRIS	0.263
748	0760490020011	303871	225 E.SHRECK	HARRIS	0.276
749	0760490020012	303878	229 EAST SCHRECK STREET	HARRIS	
750	0760490020013	303942	301 E SHRECK STREET	HARRIS	0.29
751	1053590000001	303889	6900 BAYWAY DRIVE	HARRIS	15.7358
752	1155680000005	303872	3000 DECKER	HARRIS	1.3101
753	1317700010002	303875	O LEE	HARRIS	1.6922
754	1342040000002	303935	210 ARBOR STREET	HARRIS	0.5020
755	N/A	303590 Part 1		HARRIS	4.644
756	N/A	303966		HARRIS	1.2463

## EXHIBIT B

### FORM OF PROPERTY SUPPLEMENT

#### SUPPLEMENT TO EXTRATERRITORIAL JURISDICTION NON-ANNEXATION AGREEMENT

This Supplement to Extraterritorial Jurisdiction Non-Annexation Agreement (this "Supplement") is entered into by and between the City of Baytown, Texas ("City"), a home rule municipal corporation, and [insert name of Exxon Mobil Corporation or its Affiliate, as applicable] ("Exxon"), [insert state of formation and type of entity and if an Affiliate, add: "**and an Affiliate of Exxon Mobil Corporation, a New Jersey corporation**"], and is executed on the dates of execution of this Supplement as set forth immediately above the respective signatures of City and Exxon below, but this Supplement shall be effective at 11:59 p.m. on the December 31 immediately following the last of the dates of such execution (the "Supplement Effective Date").

#### RECITALS

WHEREAS, reference is hereby made to that certain Extraterritorial Jurisdiction Non-Annexation Agreement (the same, as heretofore amended and as heretofore supplemented, is herein called the "Section 212 Agreement") dated \_\_\_\_\_, 2022, between Exxon Mobil Corporation, a New Jersey corporation, and the City of Baytown, Texas, a home rule municipal corporation, a copy of which is filed for record under Clerk's File No. \_\_\_\_\_ of the Real Property Records of Harris County, Texas; and

WHEREAS, Exxon owns the land described in Schedule 1 attached hereto and Company has elected, pursuant to [insert as applicable: "Section 4.5" or "Section 4.6"] of the Section 212 Agreement, to include such land as Additional Land for purposes of the Section 212 Agreement; and

WHEREAS, in furtherance thereof and as provided for in the Section 212 Agreement, City and Exxon execute and deliver this instrument as a Property Supplement for purposes of the Section 212 Agreement.

#### AGREEMENTS

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein and in the Section 212 Agreement, City and Exxon hereby agree as follows:

1. Defined Terms. Words with initial capital letters used but not defined herein shall have the respective meanings ascribed to them in the Agreement.

2. Additional Land. The land described on Schedule 1 attached hereto is hereby designated to be and constitutes Additional Land for purposes of the Section 212 Agreement effective as of the Supplement Effective Date.

3. Representations and Warranties. City hereby makes to Exxon the representations and warranties set forth in Section 7.1 of the Section 212 Agreement, with the references therein to “this Agreement” being for purposes hereof a reference to this Supplement and the references therein to the “Effective Date” being for purposes hereof a reference to the Supplement Effective Date. Exxon hereby makes to City the representations and warranties set forth in Section 7.2 of the Section 212 Agreement, with the references therein to “this Agreement” being for purposes hereof a reference to this Supplement and the references therein to the “Effective Date” being for purposes hereof a reference to the Supplement Effective Date.

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*[SIGNATURE PAGES FOLLOW]*

EXECUTED on \_\_\_\_\_, 20\_\_, to be effective as of the Supplement Effective Date.

**CITY OF BAYTOWN, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of the City of Baytown, Texas, known to me to be the person whose name is ascribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Baytown, Texas, for the purposes and considerations therein expressed, and the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF TEXAS  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXECUTED on \_\_\_\_\_ 20\_\_, to be effective as of the Supplement Effective Date.

**[INSERT NAME OF EXXON MOBIL CORPORATION OR ITS AFFILIATE]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person whose name is ascribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of \_\_\_\_\_ for the purposes and considerations therein expressed, and the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF TEXAS  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SCHEDULE 1**

**LEGAL DESCRIPTION OF THE ADDITIONAL LAND**

## EXHIBIT C

### ILLUSTRATIONS OF THE CALCULATION OF THE ANNUAL PAYMENT AMOUNT

Illustration of the Calculation of the Annual Payment Amount  
Example Tax Year 2024

<b>Up Front Payment (UPF): Tax year 2024-2027 only</b>		<b>18,750,000.00</b>
<b>Effective Tax Rate (ETR):</b>		
Effective Tax Rate (ETR) for Tax Years 2023 - 2027 only		0.5000%
Effective Tax Rate (ETR) for Tax Years 2028 - 2057 only		
Base Effective Tax Rate (Base ETR)	0.50%	
Ceiling of Adopted City Tax Rate (Ceiling)	0.82%	
Floor of Adopted City Tax Rate (Floor)	0.68%	
Actual Adopted City Tax Rate (AACTR) for current tax year	0.75%	
ETR Multiplier	66%	
If AACTR <= Ceiling and AACTR >= Floor, then Base ETR		N/A
If AACTR < Floor, then Base ETR minus ((Floor minus AACTR) x ETR Multiplier)		N/A
If AACTR > Ceiling, then Base ETR plus ((AACTR minus Ceiling) x ETR Multiplier)		N/A
<b>Base Payment Amount (BPA): (Base Value Amount) x (Effective Tax Rate)</b>		
Base Payment Amount (BPA) for Tax Years 2023 - 2027 only		20,500,000.00
Base Payment Amount (BPA) for Tax Years 2028 - 2057 only		
Base Value Amount		N/A
Effective Tax Rate (ETR) per above	X	N/A
	<b>Base Payment Amount (BPA)</b>	<b>N/A</b>
<b>Added Value Payment Amount (AVPA): (Added Value Amount) x (Effective Tax Rate)</b>		
<b>Added Value Projects</b>		
<u>CAD Account #</u>	<u>Description</u>	<u>Taxable Value</u>
TBD	Project #1	1,500,000,000
TBD	Project #2	1,250,000,000
TBD	Project #3	250,000,000
	<b>Aggregate of Added Value Projects</b>	<b>3,000,000,000</b>
<b>Reduced by the lesser of:</b>		
1) The Added Value of such Tax Year	3,000,000,000	
2) One billion, five hundred million dollars	1,500,000,000	
3) Remaining Adjustment Credit for such Tax Year	15,000,000,000	
	<b>Adjustment Credit</b>	<b>- 1,500,000,000</b>
	<b>Added Value Amount before Added Value Multiplier</b>	<b>1,500,000,000</b>
<b>Added Value Multiplier</b>		
Tax Years 2027 - 2036 only	5%	X N/A
Tax Years 2023 - 2026 and 2037 - 2057 only	20%	X 20%
	<b>Added Value Amount before True-Up</b>	<b>300,000,000</b>
In True-Up Tax Year, amount of Remaining Deficit Credit Amount (if any)	-	0
	<b>Added Value Amount (AVA)</b>	<b>300,000,000</b>
Effective Tax Rate (ETR) per above	X	0.5000%
	<b>Added Value Payment Amount (AVPA)</b>	<b>1,500,000.00</b>
<b>Annual Payment Amount (APA):</b>		
	UPF +	18,750,000.00
UPF plus BPA plus AVPA minus ECA	BPA +	20,500,000.00
	AVPA +	1,500,000.00
In True-Up Tax Year, amount of Excess Credit Amount (ECA) if any	-	0
	<b>Annual Payment Amount (APA)</b>	<b>\$ 40,750,000.00</b>

Illustration of the Calculation of the Annual Payment Amount  
 Example Tax Year 2029

<b>Up Front Payment (UPF): Tax year 2024-2027 only</b>	N/A
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<b>Effective Tax Rate (ETR):</b>	
Effective Tax Rate (ETR) for Tax Years 2023 - 2027 only	N/A
Effective Tax Rate (ETR) for Tax Years 2028 - 2057 only	
Base Effective Tax Rate (Base ETR)	0.50%
Ceiling of Adopted City Tax Rate (Ceiling)	0.82%
Floor of Adopted City Tax Rate (Floor)	0.68%
Actual Adopted City Tax Rate (AACTR) for current tax year	0.83%
ETR Multiplier	66%
If AACTR <= Ceiling and AACTR >= Floor, then Base ETR	N/A
If AACTR < Floor, then Base ETR minus ((Floor minus AACTR) x ETR Multiplier)	N/A
If AACTR > Ceiling, then Base ETR plus ((AACTR minus Ceiling) x ETR Multiplier)	0.5066%

<b>Base Payment Amount (BPA): (Base Value Amount) x (Effective Tax Rate)</b>	
Base Payment Amount (BPA) for Tax Years 2023 - 2027 only	N/A
Base Payment Amount (BPA) for Tax Years 2028 - 2057 only	
Base Value Amount	4,100,000,000
Effective Tax Rate (ETR) per above	X 0.5066%
<b>Base Payment Amount (BPA)</b>	<b>20,770,600.00</b>

<b>Added Value Payment Amount (AVPA): (Added Value Amount) x (Effective Tax Rate)</b>		
<b>Added Value Projects</b>		
<u>CAD Account #</u>	<u>Description</u>	<u>Taxable Value</u>
TBD	Project #1	1,400,000,000
TBD	Project #2	1,100,000,000
TBD	Project #3	200,000,000
	<b>Aggregate of Added Value Projects</b>	2,700,000,000
<b>Reduced by the lesser of:</b>		
1) The Added Value of such Tax Year	2,700,000,000	
2) One billion, five hundred million dollars	1,500,000,000	
3) Remaining Adjustment Credit for such Tax Year	7,500,000,000	
	<b>Adjustment Credit</b>	- 1,500,000,000
	<b>Added Value Amount before Added Value Multiplier</b>	1,200,000,000
<b>Added Value Multiplier</b>		
Tax Years 2027 - 2036 only	5%	X 5%
Tax Years 2023 - 2026 and 2037 - 2057 only	20%	X N/A
	<b>Added Value Amount before True-Up</b>	60,000,000
In True-Up Tax Year, amount of Remaining Deficit Credit Amount (if any)	-	0
	<b>Added Value Amount (AVA)</b>	60,000,000
Effective Tax Rate (ETR) per above	X	0.5066%
	<b>Added Value Payment Amount (AVPA)</b>	<b>303,960.00</b>

<b>Annual Payment Amount (APA):</b>	
	UPF + N/A
UPF plus BPA plus AVPA minus ECA	BPA + 20,770,600.00
	AVPA + 303,960.00
In True-Up Tax Year, amount of Excess Credit Amount (ECA) if any	- 0
	<b>Annual Payment Amount (APA)</b>
	<b>\$ 21,074,560.00</b>

Illustration of the Calculation of the Annual Payment Amount  
 Example Tax Year 2039

<b>Up Front Payment (UPF): Tax year 2024-2027 only</b>	<b>N/A</b>
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<b>Effective Tax Rate (ETR):</b>	
<b>Effective Tax Rate (ETR) for Tax Years 2023 - 2027 only</b>	<b>N/A</b>
<b>Effective Tax Rate (ETR) for Tax Years 2028 - 2057 only</b>	
Base Effective Tax Rate (Base ETR)	0.50%
Ceiling of Adopted City Tax Rate (Ceiling)	0.82%
Floor of Adopted City Tax Rate (Floor)	0.68%
Actual Adopted City Tax Rate (AACTR) for current tax year	0.67%
ETR Multiplier	66%
<b>If AACTR &lt;= Ceiling and AACTR &gt;= Floor, then Base ETR</b>	<b>N/A</b>
<b>If AACTR &lt; Floor, then Base ETR minus ((Floor minus AACTR) x ETR Multiplier)</b>	<b>0.004934</b>
<b>If AACTR &gt; Ceiling, then Base ETR plus ((AACTR minus Ceiling) x ETR Multiplier)</b>	<b>N/A</b>

<b>Base Payment Amount (BPA): (Base Value Amount) x (Effective Tax Rate)</b>	
<b>Base Payment Amount (BPA) for Tax Years 2023 - 2027 only</b>	<b>N/A</b>
<b>Base Payment Amount (BPA) for Tax Years 2028 - 2057 only</b>	
Base Value Amount	4,100,000,000
Effective Tax Rate (ETR) per above	X 0.4934%
<b>Base Payment Amount (BPA)</b>	<b>20,229,400.00</b>

<b>Added Value Payment Amount (AVPA): (Added Value Amount) x (Effective Tax Rate)</b>		
<b>Added Value Projects</b>		
<u>CAD Account #</u>	<u>Description</u>	<u>Taxable Value</u>
TBD	Project #1	1,000,000,000
TBD	Project #2	900,000,000
TBD	Project #3	100,000,000
	<b>Aggregate of Added Value Projects</b>	<b>2,000,000,000</b>
<b>Reduced by the lesser of:</b>		
1) The Added Value of such Tax Year	2,000,000,000	
2) One billion, five hundred million dollars	1,500,000,000	
3) Remaining Adjustment Credit for such Tax Year	0	
	<b>Adjustment Credit</b>	<b>- 0</b>
	<b>Added Value Amount before Added Value Multiplier</b>	<b>2,000,000,000</b>
<b>Added Value Multiplier</b>		
Tax Years 2027 - 2036 only	5%	X N/A
Tax Years 2023 - 2026 and 2037 - 2057 only	20%	X 20%
	<b>Added Value Amount before True-Up</b>	<b>400,000,000</b>
<b>In True-Up Tax Year, amount of Remaining Deficit Credit Amount (If any)</b>	<b>-</b>	<b>0</b>
	<b>Added Value Amount (AVA)</b>	<b>400,000,000</b>
Effective Tax Rate (ETR) per above	X	0.4934%
	<b>Added Value Payment Amount (AVPA)</b>	<b>1,973,600.00</b>

<b>Annual Payment Amount (APA):</b>	
	<b>UPF + N/A</b>
<b>UPF plus BPA plus AVPA minus ECA</b>	<b>BPA + 20,229,400.00</b>
	<b>AVPA + 1,973,600.00</b>
<b>In True-Up Tax Year, amount of Excess Credit Amount (ECA) if any</b>	<b>- 0</b>
	<b>Annual Payment Amount (APA)</b>
	<b>\$ 22,203,000.00</b>

**EXHIBIT D**

**ILLUSTRATIONS OF THE CALCULATION OF THE CUMULATIVE TAX-EFFECTED ADJUSTMENT CREDIT**

**Illustration of the Calculation of the Cumulative Tax-Effectuated Adjustment Credit  
Example Tax Year 2036**

<b>Cumulative Tax-Effectuated Adjustment Credit</b>				
<b>Tax-Effectuated Adjustment Credit (TEAC): (Adjustment Credit) x (Effective Tax Rate)</b>				
<u>Tax Year</u>	<u>Adjustment Credit</u>	<u>Effective Tax Rate</u>	<u>TEAC</u>	
2023	0	0.5000%	0	0
2024	0	0.5000%	0	0
2025	0	0.5000%	0	0
2026	0	0.5000%	0	0
2027	1,500,000,000	0.5000%	7,500,000	
2028	1,500,000,000	0.4934%	7,401,000	
2029	1,500,000,000	0.4934%	7,401,000	
2030	1,500,000,000	0.4934%	7,401,000	
2031	1,500,000,000	0.5066%	7,599,000	
2032	1,500,000,000	0.5066%	7,599,000	
2033	1,500,000,000	0.5000%	7,500,000	
2034	1,500,000,000	0.5000%	7,500,000	
2035	1,500,000,000	0.5000%	7,500,000	
(Current) 2036	1,500,000,000	0.5000%	7,500,000	
<b>TOTAL</b>	<b>15,000,000,000</b>		<b>74,901,000</b>	
<b>Cumulative Tax-Effectuated Adjustment Credit (CTEAC): aggregate of TEAC</b>			<b>74,901,000</b>	
<b>Provided that current tax year is a True-Up Tax Year:</b>				
If CTEAC < \$75,000,000, then \$75,000,000 minus CTEAC				
		<b>Deficit Credit Amount (DCA)</b>	<b>99,000</b>	
If CTEAC > \$75,000,000, then CTEAC minus \$75,000,000				
		<b>Excess Credit Amount (ECA)</b>	<b>N/A</b>	

**Illustration of the Calculation of the Cumulative Tax-Effectuated Adjustment Credit**  
**Example Tax Year 2036**

<b>Cumulative Tax-Effectuated Adjustment Credit</b>			
<b>Tax-Effectuated Adjustment Credit (TEAC): (Adjustment Credit) x (Effective Tax Rate)</b>			
<u>Tax Year</u>	<u>Adjustment Credit</u>	<u>Effective Tax Rate</u>	<u>TEAC</u>
2023	0	0.5000%	0
2024	0	0.5000%	0
2025	0	0.5000%	0
2026	0	0.5000%	0
2027	1,500,000,000	0.5000%	7,500,000
2028	1,500,000,000	0.4934%	7,401,000
2029	1,500,000,000	0.4934%	7,401,000
2030	1,500,000,000	0.5066%	7,599,000
2031	1,500,000,000	0.5066%	7,599,000
2032	1,500,000,000	0.5066%	7,599,000
2033	1,500,000,000	0.5000%	7,500,000
2034	1,500,000,000	0.5000%	7,500,000
2035	1,500,000,000	0.5000%	7,500,000
(Current) 2036	1,500,000,000	0.5000%	7,500,000
<b>TOTAL</b>	<b>15,000,000,000</b>		<b>75,099,000</b>
<b>Cumulative Tax-Effectuated Adjustment Credit (CTEAC): aggregate of TEAC</b>			<b>75,099,000</b>
<i>Provided that current tax year is a True-Up Tax Year:</i>			
If CTEAC < \$75,000,000, then \$75,000,000 minus CTEAC			
<b>Deficit Credit Amount (DCA)</b>			<b>N/A</b>
If CTEAC > \$75,000,000, then CTEAC minus \$75,000,000			
<b>Excess Credit Amount (ECA)</b>			<b>99,000</b>