



Control Number: 45489



Item Number: 61

Addendum StartPage: 0

**To: Public Utility Commissioner of Texas**  
Central Records  
1701 N Congress PO Box 13326  
Austin, Texas 78711-3326

2018 MAR -6 PM 1:50

**From: Hector Castaneda, LNV**

PUBLIC UTILITY COMMISSION  
FILING CLERK

**Date: March 2, 2018**

**Re: Docket No. 45489 Application to Obtain CCN in  
City of Gregory, San Patricio County, Texas**

**To whom it may concern;**

Below are responses to items that may still be outstanding:

- Provide information demonstrating the need for service in the area outside of the City limits. **Please find attached.**
- Has the City received requests for service outside of the City limits in its extraterritorial jurisdiction (ETJ) area? **Yes please find attached.**
- Is there new development in the ETJ that has requested service from the City? **Yes please find attached.**
- Does the City expect to see large growth out into the ETJ area? **Yes.**
- If so, please provide any requests for service received by the Applicant for areas not currently being served. **Please find attached.**
- If no requests for service have been received by the City, please provide other information demonstrating the need for service in the ETJ area. **N/A.**
- Does the City have the capability to serve customers in the ETJ area outside of the City limits? **Yes.**
- If the City has received requests for service in its ETJ and does not currently have infrastructure in those areas, has the City submitted plans and specifications to the TCEQ for the additional facilities necessary to serve the requested area? **No.**
- Please provide the most current audited financial statements complete with the auditor's report/opinion letter. **Previously submitted 2016 Audit. 2017 should be complete by the end of March 2018.**
- The City's water operator's license is due to expire on 9/17/2017. What steps has it taken to update its operator's license status? **Recontract with current operator on a month to month basis until City Employees obtain required licensing.**
- If no steps have been taken, does the City plan to hire another operator? **N/A.**

Please feel free to contact me if you have any questions or require further information.

Respectfully,  
LNV Engineering  
TBPE Firm No. F-366



Hector Castaneda, E.I.T.



## CITY OF GREGORY

P.O. Box 297 – 206 W. Fourth St.  
Gregory, Texas 78359

Fax: (361) 643-1335 Phone: (361) 643-6562  
Email: [norma.garcia@gregorytx.com](mailto:norma.garcia@gregorytx.com)

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February 26, 2018

The Glades of Gregory  
Attn: Mr. Tim Torno  
101 Morning Dove Court  
Argyle, Texas 76226

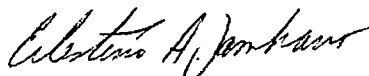
RE: The Glades II

Dear Mr. Torno:

I am verifying that the City of Gregory will have readily available any and all Water and Wastewater needs for the newly proposed site.

If we can be of further assistance feel free to call my office at 361-643-6562. I will get back to you as soon as possible.

Respectfully,  
CITY OF GREGORY, TEXAS

  
Celestino A. Zambrano,  
Mayor

**Agreement No. COG-17-003**

**TEXAS LOCAL GOVERNMENT CODE SECTION 212.172  
EXTRATERRITORIAL JURISDICTION SERVICES AGREEMENT  
BETWEEN  
CITY OF GREGORY, TEXAS  
AND  
GCGV ASSET HOLDING LLC**

**EXTRA TERRITORIAL JURISDICTION SERVICES AGREEMENT**

This Extraterritorial Jurisdiction Services Agreement ("Agreement") is entered into in accordance with Section 212.172 of the Texas Local Government Code ("Section 212.172"), as of November 15, 2017 ("Effective Date") between and among THE CITY OF GREGORY, TEXAS ("City"), and GCGV ASSET HOLDING LLC, a Delaware limited liability company ("Company").

**RECITALS**

WHEREAS, Company plans to construct and operate facilities and improvements on land more particularly described in Exhibit A (the "Project Site"), a portion of which is located within City's extraterritorial jurisdiction (such portion, the "Land"); and

WHEREAS, City recognizes the positive economic impact that Company's facilities, improvements and operations, if constructed and commenced, are anticipated to bring to City and its extraterritorial jurisdiction through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, and the attraction of new businesses; and

WHEREAS, City and Company have entered into that certain Extraterritorial Jurisdiction Non-Annexation Agreement (the "Non-Annexation Agreement") with an Execution Date of August 15, 2017 regarding the Land, whereby pursuant to Section 212.172, City has agreed to guarantee the extraterritorial status of the Land over the term of such agreement, and whereby City and County have agreed to other terms regarding land usage, development, and regulation; 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 provide for water, wastewater, or other utility systems, or to address other lawful terms the parties to the contract consider appropriate, for a period of up to forty-five (45) years; and

WHEREAS, Company wishes to obtain certain services from City and City wishes to provide such services; and

WHEREAS, in consideration for services provided by City to Company, Company wishes to make certain payments to City under this Agreement; and WHEREAS, in consideration of the benefits provided to Company pursuant to this Agreement, Company has agreed to comply with certain conditions;

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. The terms, "Agreement," "City," "Company," "Effective Date", "Land", "Non-Annexation Agreement", "Project Site", and "Section 212.172" shall have the above meanings, and the following words or phrases shall have the following meanings:

1.1 "Act of Default" or "Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, performance criteria, duties, terms, conditions or warranties of this Agreement.

1.2 "Force Majeure" means any act that (a) materially and adversely affects the affected party's ability to perform the relevant obligations under this Agreement or delays such affected party's ability to do so, (b) is beyond the reasonable control of the affected party, (c) is not due to the affected party's negligence or willful misconduct and (d) could not be avoided by the party who suffers it by the exercise of commercially reasonable efforts (provided that such commercially reasonable efforts shall not require such party to expend a material amount of money to avoid the act giving rise to a Force Majeure). Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include but not be limited to: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disruption, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party; (v) fires; (vi) the unavailability of necessary and essential equipment and supplies; (vii) a breach by City of this Agreement or any other actions, omissions of or delays by a Governmental Authority (including the actions of City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected party, or brought about by the breach or noncompliance by the affected party of its obligations under this Agreement or any applicable law; and (viii) failure of the other party to perform any of its obligations under this Agreement within the time or by the date required pursuant to the terms of this Agreement for the performance thereof; provided, however, that under no circumstances shall Force Majeure include any of the following events: (A) economic hardship; (B) changes in market condition; or (C) weather conditions which could be anticipated by experienced contractors operating at the relevant location and exercising commercially reasonable business judgment.

1.3 "Services" has the meaning assigned to such term in Section 2.1 of this Agreement.

1.4 "Term" means the period defined in Article III of this Agreement.

## **ARTICLE II**

### **CITY SERVICES; COMPANY PAYMENTS; NON-ANNEXATION AGREEMENT**

2.1 City Services. During the Term of this Agreement, City shall extend to the Land the services set forth in Exhibit B hereto (the "Services"), which Company may utilize for the benefit of the Project Site.

2.2 Company Payments. Company agrees to pay City, in consideration of this Agreement and the Services, such amounts (and at such times) as are set forth on Exhibit B.

2.3 Compliance with City Rules and Regulations Relating to Services. City and Company agree that during the Term of this Agreement, with respect to the Land, City may require compliance with any of its rules or regulations directly relating to City's delivery of the Services as are set forth on Exhibit C hereto.

2.4 Subject to Non-Annexation Agreement. This Agreement shall be subject to, and shall be construed so as not to modify or supersede any terms or provisions of, the Non-Annexation Agreement.

## **ARTICLE III**

### **TERM**

3.1 Term. The term of this Agreement (the "Term") will begin on the Effective Date, as defined in Section 1.2 herein, and shall continue for a period of forty-five (45) years, unless this Agreement is terminated as provided elsewhere herein.

3.2 Renewal. This Agreement shall automatically renew for additional ten (10) year terms upon notice by Company to City requesting the renewal, each such five-year renewal being a "Renewal Period".

## **ARTICLE IV**

### **REPRESENTATIONS**

4.1 Representations of City. City hereby represents to Company that as of the date hereof:

(A) City is a duly created and existing municipal corporation and general 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) does 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 (i) the enforceability of such instruments 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 and (ii) certain equitable remedies including specific performance may be unavailable.

(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.

4.2 Representations of Company. Company hereby represents to City that as of the date hereof:

(A) Company is duly authorized and existing and in good standing as a limited liability company under the laws of Delaware, and shall remain in good standing in Delaware during the Term of this Agreement.

(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) have been duly authorized and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Company, and (ii) does 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 and constitutes a legal, valid and binding obligation of Company, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments 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 and (ii) certain equitable remedies including specific performance may be unavailable.

(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 V**  
**ASSIGNMENT**

Except as provided below, Company may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of City, which approval will not be unreasonably withheld or delayed. City agrees, however, that Company may assign in whole or in part its rights and obligations under this Agreement or with respect to all or any part of the Land or improvements thereto to any affiliate, subsidiary, related company, partnership or joint venture, as long as the assignee controls, is controlled by, or is under common control with Company; or to a third party lender advancing funds for the acquisition of all or any part of the Land or improvements thereto or for the construction or operation of improvements. City expressly consents to any assignment described in the preceding sentence, and agrees that no further consent



of City to such an assignment will be required. Company agrees to provide City with written notice of any such assignment.

## **ARTICLE VI DEFAULT**

6.1 **Company Default.** Subject to Force Majeure and to Section 6.2, failure by Company to make any payment required by Section 2.2 or to comply with any other requirement of this Agreement shall constitute an Act of Default. If such Act of Default is not cured and corrected by Company's payment of any outstanding amounts or by compliance with any other requirement within ninety (90) days after written notice from City to do so, or by express waiver by City, City has the option to terminate this Agreement. The period described above for curing an Act of Default hereunder 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 San Patricio County, Texas to determine whether an Act of Default has in fact occurred under this Agreement and/or to determine whether any attempt to cure has been sufficient. Tolling described in the preceding sentence will end, and the time period during which a cure of any Default must be made will again begin to run, upon the issuance of a final court decision, and when all appeals therefrom are exhausted.

6.2 **City Default.** Subject to Force Majeure, failure by City to provide any Service required by Exhibit B shall constitute an Act of Default. Company may withhold any payment required by Exhibit B with respect to such Service until such Act of Default is cured and corrected. In addition, if such Act of Default is not cured and corrected within ninety (90) days after written notice from Company to do so or by express waiver by Company, Company may pursue a refund of amount previously paid for such Service, terminate this Agreement, or seek any remedy available in law or in equity with respect to such Act of Default.

6.3 **Delay.** Any delay for any amount of time by a party in providing notice of Default to a defaulting party hereunder, or in taking action in response to a default, shall in no event be deemed or constitute a waiver of such Default by the non-defaulting party of any of its rights and remedies available in law or in equity.

6.4 **Waiver.** Any waiver granted by a party to a defaulting party of an Act of Default shall not be deemed or constitute a waiver of any other existing or future act of default by the defaulting party or of a subsequent Act of Default of the same act or event by the defaulting party.

6.5 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, in no event shall either party be liable to the other party hereunder for punitive, exemplary, or indirect damages, lost profits or business interruption damages, except to the extent of such party's gross negligence or willful misconduct.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

7.1 **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.

7.2 **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

7.3 **Termination.** At any time during the Term, Company may elect to terminate this Agreement as to all or any portion of the Land by providing City with written notice of such election. Following the giving of said notice, this Agreement shall terminate and be of no further force or effect as to the part or parts of the Land designated in said notice of termination and all parties shall be fully released of any further obligations under this Agreement relating to said designated part or parts of the Land.

7.4 **Notice.** Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the party, or an agent of the party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two (2) days after deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties will, until changed as provided below, be as follows:

Company: GCGV Asset Holding LLC  
Attention: Adam Bond  
1725 Hughes Landing Blvd  
7<sup>th</sup> Floor  
The Woodlands, TX 77380  
Phone: (832) 625-7672  
adam.bond@exxonmobil.com

City: City of Gregory  
Attention: City Secretary  
204 West 4th Street  
Gregory, Texas 78359  
Phone: (361) 643-6562  
Facsimile: (361) 642-1335

Any party may designate a different address at any time by giving Notice to the other party.

7.5 **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.

7.6 Paragraph Headings, Etc. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

7.7 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

7.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

7.9 Entire Agreement. This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written, previous and contemporary, agreements between the parties relating to matters in this agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

7.10 Law. This Agreement is subject to all legal requirements of Texas and all other applicable County, State and Federal laws, and Company agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

7.11 Venue. Venue for any legal action related to this Agreement is in San Patricio County, Texas.

7.12 Confidential. City, its officers and employees, and its agents or contractors retained to perform economic development services for City, shall treat as confidential any information delivered by Company or its respective representatives to City and its representatives and shall not release such information to the public, unless required by law or court order. City shall immediately notify Company of requests or court orders to release such information.

\* \* \*

[signature page follows]

Agreement No. COG-17-003

**GCGV ASSET HOLDING LLC**

By: W H Check

Name: William H. Check

Title: President

Date: 10/31/17

**CITY OF GREGORY, TEXAS**

By: Celestino A. Zambrano

Name: Celestino Zambrano

Title: Mayor

Date: 10-27-2017

**EXHIBIT A**

**Description of Land**

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Tract I:

A tract of land containing 523.26 acres, more or less, out of Section "M" of the Geo. H. Paul Subdivision of the Coleman Fulton Pasture Company lands South of Taft, in San Patricio County, Texas, according to the map or plat on page 32 of Volume 1 of the Map or Plat Records of said County and described by metes and bounds as follows:

BEGINNING at an iron pipe, the original West corner of Section "M", for the PLACE OF BEGINNING;

THENCE with the section line, N 30° 0' E 5,278 feet to the Southern Pacific Railroad Company right-of-way, the original Northwest corner of said Section "M";

THENCE with the railroad right-of-way and Section line, S 60° 0' E 4,326.4 feet to the Northwest corner of a homestead tract in the name of McKamey;

THENCE with the boundary line of said homestead tract, S 30° 7' W 5,276.2 feet to the West corner of said homestead tract for the South corner of this tract;

THENCE with the line of said Section "M", N 60° 2' W 4,314 feet to the PLACE OF BEGINNING, containing 523.26 acres of land, more or less;

Tract II:

A tract of land containing 826.56 acres, more or less, out of Sections "M" and "N" of the George H. Paul Subdivision of the Coleman Fulton Pasture Company's lands in San Patricio County, Texas, according to the map or plat thereof recorded in Volume 1, Page 32, of the Map Records of San Patricio County, Texas, being all of a certain tract of land containing 831.04 acres, more or less, described in a gift deed conveying a one-half (1/2) community property interest in said 831.04 acres of land from T.A. McKamey, as grantor, to Kenneth G. McKamey and wife, Hattie Bell McKamey, as grantees, in equal undivided interests, dated May 18, 1963, recorded in Volume 290, Page 351, of the Deed Records of San Patricio County, Texas, and an undivided one-half (1/2) interest in and to said 831.04 acres of land being a portion of the property acquired by Kenneth G. McKamey under the will of Lillian McKamey, Deceased, as filed in San Patricio County, Texas under Probate No. 5642, devising her one-half (1/2) community property interest in said property, said 831.04 acres of land being more particularly described as follows, to-wit:

All of said Sections "M" and "N", more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron pipe set for the Northeast corner of said Section "N" and on the South right of way of the S.A. & A.P.R.R., from said pipe the smokestack on the Walker Gin at Gregory bears S 44° 10' E, the silo at Terra Belle Ranch bears N 80° 29' W and the most easterly silo at the Rattle Snake Mott bears N 23° 51' W;

THENCE down the center of a road S 30° 7' W at 5272 feet set an iron pipe 20 feet S 30° 7' W of the fence on the North side of a Road running in a Westerly direction, from which the Silo at the Terra Belle Ranch bears N 22° 58' W and the Water Tower at Taft bears N 49° 48' W for the Southeast corner of Section "N" and the Southeast corner of this survey;

THENCE up the center of said Road N 60° 2' W, at 11,246.5 feet set a stake for the Southwest corner of this survey, from which Walker's Gin bears S 72° 52' E and the water tower at Taft bears N 45° 16' W;

THENCE N 30° E at 20 feet set an iron pipe under the fence on the North side of the road, at 2,357 feet the corner post of a fence, it being August Floerke's Southeast corner, at 5,278 feet a 6 inch by 6 inch cypress post on the South line of the Right-of-Way of the S.A. & A. P. R. R., it being Floerke's Northeast corner and the Northwest corner of Section "M" for the Northwest corner of this survey;

THENCE S 60° E with said right of way line at 5,647 feet the center of the gate at the Terra Belle Ranch, at 11,258 feet the PLACE OF BEGINNING, and containing 1,362.5 acres of land;

SAVE AND EXCEPT one-half (1/2) of the road on the East and South sides of said tract of land, containing 8.2 acres of land, more or less; and,

SAVE AND EXCEPT a tract of land containing 523.26 acres, more or less, out of said Section "M", more particularly described by metes and bounds as follows, to-wit:

BEGINNING at an iron pipe, the original West corner of Section "M", for the place of beginning;

THENCE, with the section line, N 30° 0' E 5,278 feet to the Southern Pacific Railroad Company right of way, the original Northwest corner of Section "M";

THENCE with the railroad right-of-way and section line, S 60° 0' E 4,326.4 feet to the Northwest corner of a 200 acre homestead tract in the name of McKamey;

THENCE with the boundary line of said homestead tract, S 30° 7' W 5,276.2 feet to the West corner of said homestead tract for the South corner of this tract;

THENCE with the line of said Section "M" N 60° 2' W 4,314 feet to the place of beginning, and containing 523.26 acres of land, more or less;

SAVE AND EXCEPT out of said 831.04 acres of land, the following described tracts of land, to-wit:

(a) A Tract of land containing one (1) acre, more or less, out of said Section "N", as conveyed by warranty deed from T.A. McKamey and wife, Lillian McKamey, as grantor, to Central Power and Light Company, dated May 4, 1955, recorded in Volume 200, Page 499, of the Deed Records of San Patricio County, Texas; and

(b) Three and forty-eight hundredths (3.48) acres of land, more or less, described as two tracts containing one and seventy-seven hundredths (1.77) acres, more or less, and one and seventy-one hundredths (1.71) acres, more or less, respectively, as conveyed by Right-of-Way Deed from Kenneth G. McKamey and wife, Hattie Bell McKamey, to San Patricio County, Texas, dated April 23, 1965, recorded in Volume 313, Page 497, of the Deed Records of Nueces County, Texas.

**EXHIBIT B**

**Description of Services and Company Payments**

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**Services:**

- Potable water
- Sanitary Sewer

**Company Payments:**

Company shall pay for Services in accordance with City's published rates as published for the year in which the Effective Date occurs. Company Payments will be due and payable on a monthly basis based upon usage for the prior month, in accordance with City's monthly billing procedures for the Services.

Over the Term of the Agreement, Company shall agree to an increase in City's published rates for the Services, provided that any such increase shall be limited to three percent (3%) over the prior year's published rate, and shall not exceed ten percent (10%) in any ten (10) year period.

**City Invoices:**

All invoices for Services shall be sent to the following address:

GCGV Asset Holding LLC  
Attn. Nick Melocik  
22777 Springwoods Village Parkway  
E1.1B.448  
Spring, Texas 77389

[nicholas.melocik@exxonmobil.com](mailto:nicholas.melocik@exxonmobil.com)

Agreement No. COG-17-003

**EXHIBIT C**

**Regulations Applicable to Services**

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NOT USED



TEXAS LOCAL GOVERNMENT CODE SECTION 212.172  
EXTRATERRITORIAL JURISDICTION NON-ANNEXATION AGREEMENT  
BETWEEN  
CITY OF GREGORY, TEXAS  
AND  
CHENIERE LAND HOLDINGS, LLC

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

This Extraterritorial Jurisdiction Non-Annexation Agreement ("Agreement") is entered into in accordance with Section 212.172 of the Texas Local Government Code ("Section 212.172"), as of September 6, 2016 between and among THE CITY OF GREGORY, TEXAS ("City"), and CHENIERE LAND HOLDINGS, LLC, a Delaware limited liability company ("Company").

### **RECITALS**

WHEREAS, Company operates a facility and conducts operations in City's extraterritorial jurisdiction, a portion of which operations will be conducted on land more particularly described in Exhibit A (the "Land"); and

WHEREAS, City recognizes the positive economic impact that Company's facility and operations will bring to City and its extraterritorial jurisdiction through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and additional tax revenue from the portion of the facility located within City limits; 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 the 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, in recognition of the Land's immunity from annexation, Company wishes to make certain payments to City under this Agreement; and

WHEREAS, Company has sought certainty from City as to future annexation of the Land, and in consideration of Company's payments to City, as well as the positive economic impact that Company's operations and facility will bring to City and its extraterritorial jurisdiction, City intends that the Land not be annexed during the term of this Agreement; and

WHEREAS, in recognition of the benefits provided to Company pursuant to this Agreement, and in consideration of certain costs which may be incurred by City, Company wishes to make certain payments to City under this Agreement to assist with infrastructure projects including, but not limited to, replacement of the wastewater line and increasing the diameter of City water lines;

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, the City and the Company agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

The recitals to this Agreement are hereby incorporated for all purposes. The terms, "Agreement," "City," "Company," "Land" and "Section 212.172" shall have the above meanings, and the following words or phrases shall have the following meanings:

1.1 "Act of Default" or "Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, performance criteria, duties, terms, conditions or warranties of this Agreement.

1.2 "Effective Date" means the first date by which this Agreement has been signed by all of the parties hereto.

1.3 "Force Majeure" means any act that (a) materially and adversely affects the affected party's ability to perform the relevant obligations under this Agreement or delays such affected party's ability to do so, (b) is beyond the reasonable control of the affected party, (c) is not due to the affected party's negligence or willful misconduct and (d) could not be avoided by the party who suffers it by the exercise of commercially reasonable efforts (provided that such commercially reasonable efforts shall not require such party to expend a material amount of money to avoid the act giving rise to a Force Majeure). Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include but not be limited to: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (iii) transportation disruption, whether by ocean, rail, land or air; (iv) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party; (v) fires; (vi) the unavailability of necessary and essential equipment and supplies; (vii) a breach by the City of this Agreement or any other actions, omissions of or delays by a Governmental Authority (including the actions of City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected party, or brought about by the breach or noncompliance by the affected party of its obligations under this Agreement or any applicable law; and (viii) failure of the other party to perform any of its obligations under this Agreement within the time or by the date required pursuant to the terms of this Agreement for the performance thereof; provided, however, that under no circumstances shall Force Majeure include any of the following events: (A) economic hardship; (B) changes in market condition; or (C) weather conditions which could be anticipated by experienced contractors operating at the relevant location and exercising commercially reasonable business judgment.

1.4 "Term" means the period defined in Article III of this Agreement.

## **ARTICLE II**

### **LAND ANNEXATION AND USAGE; COMPANY PAYMENTS**

2.1 Immunity from Annexation. Pursuant to its authority under Section 212.172, the City guarantees that, subject to Company's compliance with the applicable terms of this Agreement, the Land shall remain in the City's extraterritorial jurisdiction and shall be immune from annexation during the Term of this Agreement.

2.2 Limited to Industrial Use. Company covenants and agrees that during the Term of this Agreement, Company will use or permit the use of the Land only for industrial purposes, which use shall include buildings or other improvements used for the administration or support of such industrial purposes. Holding the Land for future industrial or industrial support use without using it for non-industrial purposes shall not violate this paragraph.

2.3 Maintenance of Land and Improvements; Conduct of Operations. During the term of this Agreement, the Company shall maintain the Land and any improvements thereon, and conduct its operations thereon, in a commercially reasonable manner.

2.4 City Services. During the Term of this Agreement, City shall have no obligation to extend to the Land any utility, fire protection, or other City services, except for services that are being provided to and paid for by the Company on the date hereof, or as City and Company shall otherwise agree in writing, including services provided pursuant to that certain Extraterritorial Jurisdiction Services Agreement between City and Company dated \_\_\_\_\_, and amendments or successor agreements thereto.

2.5 Compliance with City Rules and Regulations. City and Company agree that during the Term of this Agreement, with respect to the Land, City shall not require compliance with its rules or regulations: (1) governing zoning and platting of the Land; provided, however, Company further agrees that it will in no way divide the Land without complying with State law and City ordinances governing subdivision of land; (2) prescribing any building, electrical, plumbing or inspection code or codes; or (3) otherwise governing the operation of Company's business on the Land; provided, however, that certain Extraterritorial Jurisdiction Services Agreement between City and Company dated \_\_\_\_\_, and amendments or successor agreements thereto, may require Company's compliance with certain rules or regulations directly relating to City's provision of services to Company thereunder.

2.6 Annexation by Another Entity. If any attempt to annex any of the Land is made by another municipality, or if the incorporation of any new municipality should attempt to include the Land within its limits, City shall seek a temporary and permanent injunction against the annexation or incorporation, with the cooperation of Company, and shall take any other legal action necessary or advisable under the circumstances. The cost of the legal action shall be borne equally by City and Company; provided, however, the fees of any special legal counsel shall be paid by the party retaining same.

2.7 Company Payments. Company agrees to pay City, in consideration of this Agreement, on or before February 1 of the first four years following the Effective Date of this Agreement, Company agrees to pay City an amount equal to fifty thousand dollars (\$50,000.00).

### **ARTICLE III**

#### **TERM**

3.1 Term. The term of this Agreement (the "Term") will begin on the Effective Date, as defined in Section 1.2 herein, and shall continue for a period of twenty (20) years, unless this Agreement is terminated as provided elsewhere herein.

3.2 Renewal. This Agreement may be renewed for two additional ten (10) year terms upon request by Company to City and subsequent approval of City. The Company Payments due for any such renewal shall be separately negotiated and agreed to and memorialized in an addendum to this Agreement.

#### **ARTICLE IV** **REPRESENTATIONS**

4.1 Representations of City. City hereby represents to Company that as of the date hereof:

(A) City is a duly created and existing municipal corporation and general law 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) does 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 (i) the enforceability of such instruments 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 and (ii) certain equitable remedies including specific performance may be unavailable.

(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.

4.2 Representations of Company. Company hereby represents to City that as of the date hereof:

(A) Company is duly authorized and existing and in good standing as a limited liability company under the laws of Texas, and shall remain in good standing in Texas during the Term of this Agreement.

(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) have been duly authorized and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Company, and (ii) does 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 and constitutes a legal, valid and binding obligation of Company, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments 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 and (ii) certain equitable remedies including specific performance may be unavailable.

(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 V**

### **ADDITIONAL COMPANY REQUIREMENTS**

5.1 **Assignment.** Except as provided below, the Company may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of City, which approval will not be unreasonably withheld or delayed. The City agrees, however, that the Company may assign in whole or in part its rights and obligations under this Agreement or with respect to all or any part of the Land or improvements thereto to any affiliate, subsidiary, related company, partnership or joint venture, as long as the assignee controls, is controlled by, or is under common control with the Company; or to a third party lender advancing funds for the acquisition of all or any part of the Land or improvements thereto or for the construction or operation of improvements. The City expressly consents to any assignment described in the preceding sentence, and agrees that no further consent of City to such an assignment will be required. The Company agrees to provide City with written notice of any such assignment.

5.2 **Prohibited Transfers.** The Company agrees that, without express written approval of the City, the Company may not deed any part of the Land or improvements made thereon to a tax exempt entity or public entity.

## **ARTICLE VI**

### **DEFAULT**

6.1 **Company Default.** Subject to Force Majeure, failure by Company to make any payment required by Section 2.7 or to comply with any other requirement of this Agreement shall constitute an Act of Default. If such Act of Default is not cured and corrected by Company's payment of any outstanding amounts required by Section 2.7 or by compliance with any other requirement within ninety (90) days after written notice to do so, or by express waiver by the City, the City has the option to terminate this Agreement. The period described above for curing an Act of Default hereunder 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 San Patricio County, Texas to determine whether an Act of Default has in fact occurred under this Agreement and/or to determine whether any attempt to cure has been sufficient. Tolling described in the preceding sentence will end, and the time period during which a cure of any Default must be made will again begin to run, upon the issuance of a final court decision, and when all appeals therefrom are exhausted.

6.2 City Default. If City breaches this Agreement by annexing or attempting to pass an ordinance annexing any of the Land, Company shall be entitled to enjoin City from the date of its breach for the balance of the Term of this Agreement, from enforcing any annexation ordinance adopted in violation of this Agreement and from taking any further action in violation of this Agreement.

6.3 Delay. Any delay for any amount of time by a party in providing notice of Default to a defaulting party hereunder, or in taking action in response to a Default, shall in no event be deemed or constitute a waiver of such Default by the non-defaulting party of any of its rights and remedies available in law or in equity.

6.4 Waiver. Any waiver granted by a party to a defaulting party of an Act of Default shall not be deemed or constitute a waiver of any other existing or future act of default by the defaulting party or of a subsequent Act of Default of the same act or event by the defaulting party.

6.5 Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, in no event shall either party be liable to the other party hereunder for punitive, exemplary, or indirect damages, lost profits or business interruption damages.

## **ARTICLE VII**

### **MISCELLANEOUS PROVISIONS**

7.1 Attorneys' Fees. If any legal action or proceeding is commenced between City and the 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.

7.2 Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

7.3 Termination. At any time during the Term, the Company may elect to terminate this Agreement as to any or all portion of the Land. Following the giving of said notice, this Agreement shall terminate and be of no further force or effect as to the part or parts of the Land designated in said notice of termination and all parties shall be fully released of any further obligations under this Agreement relating to said designated part or parts of the Land.

7.4 Notice. Any notice or other communication ("Notice") given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the party, or an agent of the party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective two (2) days after deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties will, until changed as provided below, be as follows:

Company: Cheniere Energy, Inc.  
Attention: Mr. Daniel Belhumeur  
700 Milam Street, Suite 1900  
Houston, Texas 77002

City: City of Gregory  
Attention: City Secretary  
204 West 4th Street  
Gregory, Texas 78359  
Phone: (361) 643-6562  
Facsimile: (361) 642-1335

Any party may designate a different address at any time by giving Notice to the other party.

7.5 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.

7.6 Paragraph Headings, Etc. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

7.7 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

7.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

7.9 Entire Agreement. This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written, previous and contemporary, agreements between the parties relating to matters in this agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

7.10 Law. This Agreement is subject to all legal requirements of Texas and all other applicable County, State and Federal laws, and the Company agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

7.11 Venue. Venue for any legal action related to this Agreement is in San Patricio County, Texas.



7.12 Confidential. City, its officers and employees, and its agents or contractors retained to perform economic development services for City, shall treat as confidential any information delivered by the Company or its respective representatives to City and its representatives and shall not release such information to the public, unless required by law or court order. City shall immediately notify the Company of requests or court orders to release such information.

EXECUTED to be effective as of this 6 day of September, 2016

**CHENIERE LAND HOLDINGS, LLC**

By: Keith Little *sm*  
Name: Keith Little  
Title: Vice President, Project Development

**CITY OF GREGORY, TEXAS**

By: CELESTINE A. ZAMBRANO  
Name: CELESTINE A. ZAMBRANO  
Title: MAYOR

**ATTEST:**

By: Veronica Cortez  
Name: Veronica Cortez  
Title: City Secretary

## EXHIBIT A

### Description of Land

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#### METES AND BOUNDS OF A

#### 35.364 ACRE TRACT

BEING 35.364 ACRES OF LAND, MORE OR LESS, OUT OF A PORTION OF THE GERONIMO VALDEZ SURVEY, ABSTRACT NO. 269 AND THE J. GERRAGHTY SURVEY, ABSTRACT NO. 139, SAN PATRICIO COUNTY, TEXAS, AND BEING ALL OF THE 9.039 ACRE TRACT OUT OF THE 23.353 ACRE DESCRIBED IN CLERK FILE NO. 652506, OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS, AND A PORTION OF THE 33.3 ACRE TRACT DESCRIBED IN C.F.# 595546 DEED RECORDS SAN PATRICIO COUNTY, TEXAS, AND THIS 35.364 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF THIS TRACT, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF A 2.00 ACRE TRACT RECORDED IN CLERK FILE NO. 493559, DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS, AND ALSO BEING THE SOUTHEAST CORNER OF A 7.140 ACRE TRACT RECORDED IN CLERK FILE NO. 581571 OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS AND ALSO BEARING S 30-00-00 E, 307.02 FEET FROM THE SOUTHEAST CORNER OF A 3 ACRE TRACT RECORDED IN CLERK FILE NO. 435450, DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS, AND SAID CORNER BEING ON THE EAST BOUNDARY OF SAID 33.3 ACRE TRACT, THE SAME BEING THE WEST BOUNDARY OF A 81.25 ACRE BERRYMAN TRACT RECORDED IN CLERK FILE NO. 391196, DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS, SAID BERRYMAN TRACT BEING SAME 80.951 ACRE CORPUS CHRISTI LIQUIFACTION, LLC TRACT RECORDED IN C.F. NO. 640158, O.P.R.S.P.C.T. AND SAID CORNER HAVE A STATE PLANE GRID COORDINATE OF N 17,222,275.55', E 1,375,979.96', NAD'83, TEXAS SOUTH ZONE IN U.S. FEET, AND FROM WHICH THE SOUTH BOUNDARY OF STATE HIGHWAY 35 BEARS N 30-00- 00 E, 1195.75 FEET;

THENCE S 30-00-00 W WITH THE EAST BOUNDARY OF THIS TRACT AND SAID 33.3 ACRE TRACT, THE SAME BEING THE WEST BOUNDARY OF SAID BERRYMAN TRACT AND NOW CC LIQUIFACTION TRACT, 1168.88 FEET, TO A FOUND IRON ROD WITH A C.S. MUERY PLASTIC CAP FOR THE SOUTHEAST CORNER OF THIS TRACT AND SAID 33.3 ACRE TRACT, THE SAME BEING THE SOUTHWEST CORNER OF SAID BERRYMAN TRACT AND NOW LIQUIFACTION TRACT, AND SAID CORNER BEING ON THE NORTH BOUNDARY OF A 100.111 ACRE TRACT RECORDED IN CLERK FILE NO. 636151 OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS, SAID

100.111 ACRE TRACT NOW BEING 100.05 ACRE TRACT RECORDED IN C.F.# 636564, O.P.R.S.P.C.T.;

THENCE N 65-58-32 W WITH THE SOUTH BOUNDARY OF THIS TRACT AND SAID 33.3 ACRE TRACT, THE SAME BEING THE NORTH BOUNDARY OF SAID 100.05 ACRE TRACT, AT 933.77 FEET PASS THE SOUTHWEST CORNER OF SAID 33.3 ACRE TRACT, THE SAME BEING THE SOUTHEAST CORNER OF THE AFOREMENTIONED 9.039 ACRE TRACT AND 23.353 ACRE TRACT, IN ALL 1542.42 FEET TO A FOUND 5/8-INCH IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT AND SAID 9.039 ACRE TRACT AND SAID 23.353 ACRE TRACT, THE SAME BEING THE SOUTHEAST CORNER OF A 10 ACRE TRACT REFERRED TO AS TRACT 2 IN CLERK FILE NO. 608195, O.P.R.S.C.T. ;

THENCE N 29-56-36 E WITH THE WEST BOUNDARY OF THIS TRACT AND SAID 9.039 ACRE TRACT AND SAID 23.353 ACRE TRACT, THE SAME BEING THE EAST BOUNDARY OF SAID 10.00 ACRE TRACT, 681.75 FEET, TO A FOUND 5/8-INCH IRON ROD FOR THE WESTMOST NORTHWEST CORNER OF THIS TRACT AND SAID 9.039 ACRE TRACT, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT AND THE SOUTHEAST CORNER OF A 0.494 ACRE TRACT REFERRED TO AS TRACT 4 IN SAID C.F. NO. 608195, O.P.R.S.P.C.T. AND BEING ON THE SOUTH LINE OF A 35 FOOT WIDE PRIVATE ROAD;

THENCE S 60-02-43 E WITH THE NORTH BOUNDARY OF THIS TRACT AND SAID 9.039 ACRE TRACT, THE SAME BEING THE SOUTH BOUNDARY OF SAID 35 WIDE ROAD NOTED IN CLERK FILE NO. 81511, DEED RECORDS OF SAN PATRICIO COUNTY, TEXAS, AT 605.47 FEET PASS A FOUND 1-1/4-INCH GALVANIZED PIPE FOR THE NORTHEAST CORNER OF SAID 9.039 ACRE TRACT BEING ON THE SOUTHMOST EAST BOUNDARY OF SAID 23.353 TRACT, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE AFOREMENTIONED 33.3 ACRE TRACT, IN ALL 968.84 FEET TO A SET 5/8-INCH IRON ROD FOR AN INTERIOR CORNER OF THIS TRACT AND SAID 33.3 ACRE TRACT ;

THENCE N 29-58-30 E WITH A WEST BOUNDARY OF THIS TRACT AND SAID 33.3 ACRE TRACT, AT 17.50 FEET PASS THE NORTHMOST SOUTHEAST CORNER OF SAID 23.353 ACRE TRACT, AT 35.00 FEET PASS A FOUND 5/8-INCH IRON ROD ON THE NORTH BOUNDARY OF SAID PRIVATE ROAD, IN ALL 1437.70 FEET, TO A FOUND 5/8-INCH IRON ROD FOR THE NORTHMOST NORTHWEST CORNER OF THIS TRACT, SAID CORNER BEING ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 35;

THENCE N 84-26-38 E WITH THE NORTH BOUNDARY OF THIS TRACT, THE SAME BEING SAID SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 35, 316.64 FEET, TO A SET 5/8-INCH IRON ROD FOR THE NORTHEAST CORNER OF THIS TRACT, THE SAME BEING THE NORTHWEST CORNER OF A 0.01 ACRE TRACT FOR A SANITARY SEWER LIFT STATION RECORDED IN CLERK FILE NO. 492561, D.R.S.P.C.T.;

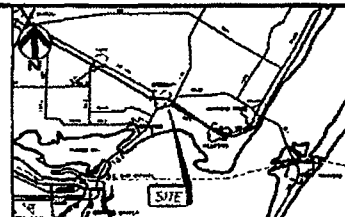
THENCE S 05-33-22 E, 20.00 FEET, TO A SET 5/8-INCH IRON ROD FOR AN INSIDE CORNER OF THIS TRACT AND THE SOUTHWEST CORNER OF SAID 0.01 ACRE TRACT; THENCE S 60-00-00 E, 12.60 FEET, TO A SET 5/8-INCH IRON ROD FOR A CORNER OF THIS TRACT, SAID CORNER BEING THE SOUTHEAST CORNER OF SAID 0.01 ACRE TRACT AND LYING ON THE WEST BOUNDARIES OF A 1.03 ACRE TRACT RECORDED IN VOLUME 187, PAGE 82, D.R.S.P.C.T. AND SAID 7.140 ACRE TRACT, SAID 1.03 ACRE TRACT NOW BEING A PART OF THE AFORMENTIONED 7.140 ACRE TRACT.;

THENCE S 30-00-00 W WITH THE EAST BOUNDARY OF THIS TRACT AND THE WEST BOUNDARY OF SAID 7.140 ACRE TRACT, 958.62 FEET, TO A FOUND 5/8-INCH IRON ROD FOR AN INTERIOR CORNER OF THIS TRACT, THE SAME BEING THE SOUTHWEST CORNER OF SAID 7.140 ACRE TRACT AND THE AFOREMENTIONED 2.00 ACRE TRACT;

THENCE S 60-00-00 E WITH A NORTH BOUNDARY OF THIS TRACT, THE SAME BEING THE SOUTH BOUNDARY OF SAID 7.140 ACRE TRACT AND SAID 2.00 ACRE TRACT., 284.67 FEET, TO THE POINT OF BEGINNING AND CONTAINING 35.364 ACRES OF LAND, MORE OR LESS.

Notes:

1. Bearings are State Plane Grid.



1. ALL INFORMATION WAS OBTAINED BY LEGAL INVESTIGATION AND FROM ONE SOURCE. THIS SOURCE REPORTED THAT THE COMPANY WAS FOUNDED AT THE TIME OF THE REVOLUTION OCCURRED IN AUGUST 2013.
2. WATER AND RESERVE RESERVATION SHOWS ON THE DRAWING.
3. FOUND 2013. WITH REPLY IN ALL COMMENTS WOULD BE OVERVIEW.
4. RESEARCH AND COMPANY'S SHOWS ARE STATE PLANE COR. MAPS. TEXAS TOWN. 2016.
5. FIELD'S INFORMATION TOLE INSURANCE COMPANY FILE COMMENTS BY 16/03/2013 ON THE EFFECTIVE DATE OF 11/29/2013 AND PERIOD 11/16/2013 WAS PROVIDED.
6. THE FIRM WOULD BE OF THE FIRM COMMENTS AFFECTING THE PROPERTY ARE 2014.
7. PROPERTY HAS ACCESS TO PUBLIC HIGHWAY OF 60% IN PROPORTION ON 2013.
8. NO UNLAWFUL PARKING.
9. NO OTHER TOLLS OR OTHERS ON SUBJECT FIRM.
10. ALL PER TOWN FIRM NO 455500 0420 C. THE PROPERTY LIES IN

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ESTIMATED AND REPORTED BY ALIA AND WIFE, AND HOLDERS  
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 2.58. FINANCIAL  
 2.59. LEGAL  
 2.60. RECORDS  
 2.61. SECURITY  
 2.62. TRAINING  
 2.63. WELFARE  
 2.64. WORK  
 2.65. OTHER  
 2.66. GENERAL  
 2.67. INSURANCE  
 2.68. PROPERTY  
 2.69. LIABILITY  
 2.70. INVESTMENT  
 2.71. RENTAL  
 2.72. SALES  
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 3.01. RENTAL  
 3.02. SALES  
 3.03. FINANCIAL  
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 3.05. RECORDS  
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 3.10. OTHER  
 3.11. GENERAL  
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 3.15. INVESTMENT  
 3.16. RENTAL  
 3.17. SALES  
 3.18. FINANCIAL  
 3.19. LEGAL  
 3.20. RECORDS  
 3.21. SECURITY  
 3.22. TRAINING  
 3.23. WELFARE  
 3.24. WORK  
 3.25. OTHER  
 3.26. <

2/11/16

*J. R. P. R.*

SECRET

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BEING 23.364 ACRES OF LAND MORE OR LESS OUT OF A PORTION OF THE COMPAVED WILCOX  
COUNTY, GEORGIA AND 329 AND TWO 1/2 COMMUNITIES TRACTS AND 139 SAN PATRICK  
COUNTY, TEXAS AND BEING ALL OF THE 8,929 ACRES TRACT OUT OF THE 23,363 ACRES  
DESCRIBED IN SLEIGH 185 AND BEING CERTAIN PUBLIC RESERVES OF SAN PATRICK COUNTY,  
TEXAS, AND A PORTION OF THE 23,363 ACRES TRACT DESCRIBED IN C.O.B. 173 SAN PABLO COUNTY,  
SAN PATRICK COUNTY, TEXAS, AND THE 36 ACRES TRACT BEING MORE PARTICULARLY  
DESCRIBED IN ORDER NO. 80 AND NO. 1, 1904 AND

[illegible]

7/11/71 1 28-780-000 ON THE EAST SIDE OF THIS TRACT AND SUB 372 ACRES TRACT,  
 THE SAME BEING THE WEST BOUNDARY OF SAID PLATTINUM TRACT AND NOW IN UNINCORPORATED  
 TRACT, 1162300 ACRES, IS A FENCE RUN FROM WITH A U.S. MILITARY PLASTIC CAP FROM THE  
 SOUTHWEST CORNER OF THIS TRACT AND SUB 253 ACRES TRACT, THE SAME BEING THE  
 SOUTHWEST CORNER OF SAID PLATTINUM TRACT AND NOW UNINCORPORATED TRACT, AND SAID CORNER  
 OF SAID TRACT AND SUB BOUNDARY OF SAID 1111 ACRES TRACT, BEING ASSIGNED IN CLERK FILE NO.  
 141514 OFFICIAL PUBLIC RECORDS OF SAN MATEO COUNTY, CALIFORNIA, LED 171 ACRES TRACT  
 NOW BEING 482.95 ACRES TRACT RECORDED IN CFS 636044 OFFSPCL

TRACT 19-30-32-1 WITH THE SOUTHWEST CORNER OF THE TRACT AND SAYS 32.5 ACRES  
THAT THE SAME BEING THE NORTH CORNER OF SAYS 19-30-32-1 ACRES TRACT 1 IN 19-37-37  
THAT THE SOUTHWEST CORNER OF SAYS 32.5 ACRES TRACT, THE SAME BEING THE SOUTHWEST  
CORNER OF THE SOUTHWEST CORNER OF 32.5 ACRES TRACT AND 32.525 ACRES TRACT, IN ALL 19-30-32  
TRACT 1 TO A POINT 3/4-INCH WITH ROD FOR THE SOUTHWEST CORNER OF THIS TRACT AND SAYS  
32.5 ACRES TRACT AND SAYS 32.525 ACRES TRACT, THE SAME BEING THE SOUTHWEST CORNER OF  
A 1/2 ACRES TRACT RETURNED TO AS TRACT 2 IN 19-37-37 AND 608-83, 09-3-37.

TRACT N 24-34-36 E 1/4. THE WEST 1/4 CORNER OF THIS TRACT AND SAID 1670 ACRE TRACT AND SAID 2332 ACRE TRACT THE SAME BEING THE EAST QUARTER OF SAID 1680 ACRE TRACT, 641.75 AC. TO A CORNER 5/8" HIGH IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT AND SAID 625 AC. TRACT, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID 1680 ACRE TRACT AND THE SOUTHWEST CORNER OF A 640 AC. TRACT ADJACENT TO SAID TRACT A N 1/4 OF SEC 18 T24R34E AND BEING ON THE 20' 1/2" LINE OF T24 TO CORNER OF SAID 1680 ACRE TRACT.

THENCE S 86-01-43 E WITH THE NORTH BOUNDARY OF THIS TRACT AND SAID 9-230 ACRES  
TRACT THE SAME BEING THE SOUTH BOUNDARY OF SAID 23 ACRE ROAD NORTON HILL CLEAR CUT  
NO. 51911; QUAD MEASURES OF SAN PATRICKS COUNTY, TEXAS, AT 5813-47 FEET PAST A POINT  
1-174-1000 CORRESPONDING MORE FOR THE NORTHEAST CORNER OF SAID 9-230 ACRE TRACT BEING  
ON THE SOUTHWEST EAST BOUNDARY OF SAID 22-713 TRACT, SAID CORNER ALSO BEING THE  
NORTHWEST CORNER OF THE APPROXIMATELY 22-3 ACRES TRACT IN LA 564-60 FEET TO A SET

7/8-INCH IRON ROD FOR AN EARTHEN CORNER OF THIS TRACT AND SAID 33.3 ACRES TRACT :  
THENCE S 29-50' 30" E WITH A BESSY MEASURED OF THIS TRACT AND SAID 33.3 ACRES TRACT,  
AT 17.50 FEET PAST THE NORTHEAST-SOUTHWEST CORNER OF SAID 25.55 ACRES TRACT, AT  
23.00 FEET PAST A SUBMITTAL 3/8-INCH IRON ROD ON THE NORTH BOUNDARY OF TWO ADJACENT  
ROADS IN ALL 1435.78 FEET, IS A FOUND 2 1/8-INCH IRON ROD FROM THE NORTHEAST  
NORTHWEST CORNER OF THIS TRACT SAID CORNER BEING ON THE PRESENT SURVEY

THEORE IN 54-74-14 E WITH THE NORTH BOUNDARY OF THIS TRACT THE SAME BEING SAME SOUTH BOUNDARY OF 1841 LOT OF STATE HIGHWAY 22, 316.6 FEET, TO A 1/2 3/4-ACRE NECH AND FOR THE NORTHEAST CORNER OF THIS TRACT, THE SAME BEING THE NORTHEAST CORNER OF A .001 ACRE TRACT FOR A SANITARY SEWER LYS STATION RECORDED IN CLERK FILE NO 872241 D&S.P.C.

TRACT S 03-33-25 E. TOWN 17E, "S A SET 9/8-ACR AGRIC ACRES FOR AN IRREGULAR CORNER  
OF THIS TRACT AND THE SOUTHWEST CORNER OF SAID 9/8-ACR TRACT"

PARCELS 5 63-00-08 (12.88 ACRES), TO & SET 5/8-ACRE FROM DEED FOR CORNER IN MAP 1941. S&D CORP. BEING THE SOUTHWEST CORNER OF SAID 581 ACRES TRACT AND 1/4000 ON THE WEST BOUNDARIES OF A 2.83 ACRES TRACT DESCRIBED IN MULLIN, '83, PAGE 81, 3/18/87 AND SAID 2.140 ACRES TRACT, SAID 1.25 ACRES TRACT ALSO BEING A PART OF THE BROWN/JOHNSON 2.100 ACRES TRACT.

THENCE S 22-05-00 W WITH THE EAST BOUNDARY OF THE TRACT AND THE WEST BOUNDARY OF SAID 7145 ACRES TRACT, 100.00 FEET TO A POINT 5/8-1/4 ACRES FROM BOX FOR AN INTERIOR CORNER OF THIS TRACT, THE SAME BEING THE SOUTHWEST CORNER OF SAID 7145 ACRES TRACT AND THE SOUTHWEST CORNER OF THE SAID TRACT.

TRACT IS 66-03-92 ( WITH A NORTH CORNER IN THE TRACT, THE SAME BEING THE SURVEY BOUNDARY OF SAID 3 1/2 ACRE TRACT AND SAID 2 90 ACRE TRACT. 320.87 FEET IS THE POINT OF BEGINNING AND CONTAINING 33 1/4 ACRES OF LAND MORE OR LESS.

	<b>GOVIND DEVELOPMENT, LLC.</b> <small>1000 S. 10TH AVE. SUITE 1000</small>
	<b>ABEL SOLIS TRACT</b>

ALTA SURVEY OF 21.264 ACRE TRACT

NAME		ADDRESS		CITY		STATE	
JAMES W. WILSON		1000 N. 10th St.		San Antonio		Texas	

<b>GOVIND DEVELOPMENT, L.L.C.</b> <small>FORM 1 FROM 100 11-000000</small>			
<b>ABEL SOLIS TRACT</b> <b>ALTA SURVEY OF 28.384 ACRE TRACT</b>			
<b>SAN PATRICIO COUNTY</b>		<b>TEXAS</b>	
<small>728</small> <small>761</small> <small>711</small>	<small>BLK</small> <small>TRN 204</small>	<small>BLK PL 10000</small> <small>PLAT 10000000</small>	<small>JOB NO</small> <b>15C300170</b>  <small>DOCUMENT NO</small> <b>SHT 1</b>