

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTTIE KAMINSKI
Councilmember At Large B
DANNY EARP
Councilmember District 1
CHUCK ENGELKEN
Councilmember District 2



DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
Mayor Pro-Tem
Councilmember District 5
MIKE CLAUSEN
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held April 25, 2016, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Clark Askins.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember John Zemanek.
- 4. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 5. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a)** Consider approval or other action regarding minutes of the City Council meeting held on April 11, 2016 - P. Fogarty
 - (b)** Consider approval or other action regarding a Resolution opposing any legislation increasing the maximum transport truck haul weights on roadways within the City of La Porte, including heavy haul corridors - Mayor Rigby
 - (c)** Consider approval or other action awarding Bid # 16013 for Black Base and Type D Asphalt - S. Valiante
 - (d)** Consider approval or other action awarding Bid # 16009 for Rehabilitation of Sanitary Sewer using Slip lining and Pipe Bursting - S. Valiante
 - (e)** Consider approval or other action regarding a Resolution authorizing the public resale of property acquired through tax foreclosure by the Constable of Harris County - K. Powell
 - (f)** Consider approval or other action regarding a Resolution authorizing the sale of Lot 2, Block 1149; Lots 11-16, Block 1149; Lot 30 Block 1149; Lots 26 & 27, Block 106 and Lots 31-32, Block 106, Town of La Porte - K. Powell
 - (g)** Consider approval or other action regarding an Ordinance authorizing the execution by the City of La Porte of five Industrial District Agreements with Carson Bayport 3 LLC., for 4111 Malone Dr.; 4121 Malone Dr.; 10344 New Decade; 4033 Malone Dr. and 10322 New Decade - K. Powell

6. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding the future of the La Porte Municipal Airport - S. Valiante

7. REPORTS

- (a) Receive report of the La Porte Development Corporation Board Meeting - Councilmember Engelken

8. ADMINISTRATIVE REPORTS

- La Porte Redevelopment Authority/La Porte Tax Reinvestment Zone Number One Meeting, Wednesday, April 27, 2016
- Zoning Board of Adjustment Meeting, Thursday, April 28, 2016
- City Council Meeting, Monday, May 9, 2016
- Planning and Zoning Commission Meeting, Thursday, May 19, 2016
- City Council Meeting, Monday, May 23, 2016
- Zoning Board of Adjustment Meeting, Thursday, May 26, 2016
- Memorial Day Observed, Monday, May 30, 2016

- 9. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers Zemanek, Leonard, Engelken, Earp, Clausen, J. Martin, K. Martin, Kaminski and Mayor Rigby

10. EXECUTIVE SESSION

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

Texas Government Code, Section 551.074 – Personnel Matter: Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Denise Mitrano, Municipal Court Judge

Texas Government Code, Section 551.071(2) – Consultations with Attorney: Meet with City Attorney to discuss legal issues presented by use of Harris County issued overweight/oversize permits by commercial motor vehicles operating in La Porte corporate limits.

- 11. RECONVENE** into regular session and consider action, if any, on item(s) discussed in executive session.

12. ADJOURN

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

CERTIFICATION

I certify that a copy of the April 25, 2016, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on April 19, 2016.

Patrice Fogarty



**Council Agenda Item
April 25, 2016**

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Clark Askins.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember John Zemanek.
4. **PUBLIC COMMENTS** (Limited to five minutes per person.)



**Council Agenda Item
April 25, 2016**

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
APRIL 11, 2016**

The City Council of the City of La Porte met in a regular meeting on **Monday April 11, 2016**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Engelken, Zemanek, Clausen, K. Martin, Leonard, Kaminski and J. Martin. Absent: Councilmember Earp. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.

2. **INVOCATION** – The invocation was given Dee Spears, Fairmont Park Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Dottie Kaminski.
4. **PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**

(a) Proclamation – Fair Housing Month in the City of La Porte – Mayor Rigby

Mayor Rigby presented a proclamation on Fair Housing Month in the City of La Porte to Planning and Development Director Tim Tietjens.

(b) Proclamation – Sexual Assault Awareness Month – Mayor Rigby

Mayor Rigby presented a proclamation in honor of Sexual Assault Awareness Month to Shannon Nevoll from Bay Area Turning Point.

(c) Proclamation – Rose Hall Day – Mayor Rigby

Mayor Rigby presented a proclamation in honor of Rose Hall Day to her family members.

5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Bill Scott, 1722 Lomax School Road, addressed Council regarding claims made by the LPPD of his behavior when visiting LPPD regarding a ticket given to his son's girlfriend, which he was requesting be dismissed.

Barbara Norwine, 202 S. Lobit, addressed Council but did not speak due to her video not loading.

Amanda Barfield-Kastl, 219 Crescentview St., addressed Council praising the City Manager's Office for their kindness and for going above and beyond to help citizens. She is very grateful for LPPD for keeping streets safe, and working with the City Manager with Head Start to keep kids safe.

6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
- (a) Consider approval or other action regarding the minutes of the Special Called Meeting held on March 24, 2016 and the Regular City Council Meeting held on March 28, 2016 – P. Fogarty
 - (b) Consider approval or other action regarding Buy Board purchase for pre-fabricated restroom facility for installation at Dr. Martin Luther King Jr. Park – R. Epting

Councilmember Leonard moved to approve the Consent Agenda items pursuant to staff recommendations. Councilmember Clausen seconded. **MOTION PASSED UNANIMOUSLY 8/0.** Councilmember Earp was absent.

7. **DISCUSSION AND POSSIBLE ACTION**

- (a) Discussion and possible action regarding appointment to fill one vacancy on the La Porte Development Corporation Board of Directors – P. Fogarty

City Secretary Patrice Fogarty presented a summary.

Councilmember Zemanek moved to appoint Shelley Fuller to fill the vacancy on the La Porte Development Corporation Board, said vacancy being created when Mike Cooksley resigned. Councilmember Leonard seconded. **MOTION PASSED.**

Ayes:	Councilmembers Zemanek, Kaminski, Leonard, Clausen, K. Martin and Engelken
Nays:	Mayor Rigby and Councilmember J. Martin
Absent:	Councilmember Earp

8. **ADMINISTRATIVE REPORTS**

There were no reports.

9. **COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information.

Councilmember Kaminski congratulated the family on the tribute to Rose Hall Day; and the proclamations regarding Sexual Assault Awareness Month, and Fair Housing Month in the City of La Porte. Councilmember Zemanek recognized the honor of Rose Hall and the tribute from City employees to help honor her by proclaiming a Rose Hall Day. Councilmember Leonard stated it was nice to see employees wearing purple to represent Rose, and remarked that the likeness of Rose's 3D image etched in the crystal gift from the family is amazing will be well received at City Hall. Councilmember Engelken stated if you look up class in the dictionary, you will see Rose's picture. She was a good ambassador for the City. Her legacy will live on in the City of La Porte; Councilmember Clausen agreed with everything that was said about Ms. Rose. Councilmember J. Martin stated he was really pleased with the turnout for Rose, that she was a great friend and dear lady, and was quite the role model for any person interested in being a class act. He thanked Amanda Barfield-Kastl for her

comments, stating that it is good to hear positive things about our police department; and he welcomed back Mayor Rigby, stating the Mayor had a rough week, and he is glad to have him back. Councilmember K. Martin stated Rose was very rare, and the City was fortunate to have had her working here. She also said she is glad to have the Mayor back and to take it easy. Mayor Rigby commented about Rose Hall that it is rare to find someone loved by so many for so long. He thanked everyone for their thoughts, prayers and well wishes, and feels stronger every day.

10. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 6:30 p.m. Councilmember Zemanek seconded. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember Earp was absent.**

Patrice Fogarty, City Secretary

Passed and approved on April 25, 2016.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: April 25, 2016 Appropriation
Requested By: Mayor Rigby Source of Funds: N /A
Department: City Council Account Number:
Report: Resolution: Ordinance: Amount Budgeted:
Other: Amount Requested:
Budgeted Item: YES NO

Attachments :

1. Resolution

SUMMARY & RECOMMENDATIONS

Legislation may be proposed in the 2017 Texas Legislative Session to allow trucks to increase the maximum haul weight from 80,000 pounds to up to 97,000 pounds along certain roadways within the City. In previous legislative sessions, the City has also passed resolutions opposing any expansion of heavy haul corridors through La Porte.

Attached is a resolution opposing any legislation increasing the maximum transport haul weights on roadways within the City of La Porte, including heavy haul corridors.

If adopted, this Resolution will be sent to all elected officials representing the City of La Porte.

Action Required of Council:

Consider approval or other action of a Resolution opposing any legislation increasing the maximum transport truck haul weights on roadways within the City of La Porte, including heavy haul corridors.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, OPPOSING ANY LEGISLATION THAT INCREASES THE MAXIMUM TRANSPORT HAUL WEIGHTS OVER ROADWAYS IN THE CITY OF LA PORTE, TO INCLUDE HEAVY HAUL CORRIDOR(S); FINDING COMPLIANCE WITH THE OPEN MEETINGS LAWS; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, legislation may be proposed in the 2017 Texas Legislative Session to allow trucks to increase their maximum haul weight from 80,000 pounds to up to 97,000 pounds along certain roadways within the City of La Porte; and

WHEREAS, the City of La Porte is concerned about the safety of our citizens as a result of increasing maximum transport haul weights; and

WHEREAS, the City of La Porte is concerned about the effects to the transportation infrastructure from any additional maximum transport haul weights.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. The City of La Porte opposes any legislation that would increase the maximum transport haul weights for trucks within the City of La Porte, including Heavy Haul Corridors.

Section 2. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Resolution shall be effective upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF LA PORTE

By: _____

Louis R. Rigby
Mayor

ATTEST:

APPROVED:

Patrice Fogarty
City Secretary



Clark T. Askins
Assistant City Attorney

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>April 25, 2016</u>
Requested By: <u>Sharon Valiante</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____
Exhibits: <u>Bid Tabulation</u>
Exhibits: <u>Bidder's access List</u>
Exhibits: _____

<u>Appropriation</u>
Street Tax
Source of Funds: <u>General Fund</u>
03370715311100
Account Number: <u>00170715314015</u>
\$ 225,000
Amount Budgeted: <u>\$ 205,000</u>
Amount Requested: <u>\$129,600.00</u>
Budgeted Item: YES

SUMMARY & RECOMMENDATION

Advertised, Sealed Bid #16013 – Annual Asphalt-Black Base and Type D was opened and read on April 5, 2016. The bid was advertised in the Bay Area Observer and posted on the City of La Porte website. The bid was accessed by nine (9) vendors, with one (1) returning a bid. Low bid meeting specifications is Century Asphalt, Ltd.

Item	Estimated Quantity	Total Item Cost
Item #1 Black Base Hot Asphalt Mix	1200 tons at \$53.00 per ton	\$ 63,600.00
Item #2 Type D Hot Asphalt Mix	1000 tons at \$56.00 per ton	\$ 56,000.00
	Total	\$119,600.00

The materials will be used by in-house crews for the routine maintenance of asphalt streets and base preparation for the Annual Asphalt Overlay Program. This year's price is a 1% increase in Black Base and a 5% decrease in Type D asphalt compared to the 2013 bid price.

The initial contract will be for a period of one (1) year with two (2) additional one-year renewals.

Staff recommends awarding the bid to low bidder Century Asphalt.

Action Required by Council:

Consider approval or other action authorizing the City Manager to execute a contract to award Bid #16013 to Century Asphalt Ltd. for the purchase of Black Base Hot Asphalt Mix and Type D Asphalt Mix for a total annual maximum cost of \$119,600.00 plus a \$10,000 contingency.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

SEALED BID 16013-BLACK BASE AND TYPE D ASPHALT

DUE DATE: APRIL 5, 2016 AT 2:00 PM

				CENTURY ASPHALT	
Item	Description	Quantity	UOM	Unit Price	Total Price
1	Black Base Hot Mix Asphalt	1200	Ton	\$53.00	\$63,600.00
2	Type D Hot Mix Asphalt	1000	Ton	\$56.00	\$56,000.00
				Total	\$119,600.00

Access Report
Agency
Bid Number
Bid Title

City of La Porte (TX)
16013
Black Base and Type D Asphalt

Vendor Name	Accessed First Time	Documents
BidClerk	2016-03-23 12:52 AM CDT	Bid 16013 Asphalt Final.pdf
Southern Crushed Concrete, LLC	2016-03-22 02:52 PM CDT	Bid 16013 Asphalt Final.pdf
Perkens WS Corporation	2016-03-17 01:02 PM CDT	Bid 16013 Asphalt Final.pdf
Brewer Cote of Arizona	2016-03-17 02:18 PM CDT	Bid 16013 Asphalt Final.pdf
North America Procurement Council	2016-03-21 03:02 AM CDT	Bid 16013 Asphalt Final.pdf
Onvia	2016-03-17 02:21 PM CDT	Bid 16013 Asphalt Final.pdf
The Blue Book Building & Construction Network	2016-03-18 11:23 AM CDT	Bid 16013 Asphalt Final.pdf
Century Asphalt, Ltd.	2016-03-22 02:29 PM CDT	Bid 16013 Asphalt Final.pdf
AAA Asphalt Paving Inc.	2016-03-17 01:05 PM CDT	Bid 16013 Asphalt Final.pdf

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>April 25, 2016</u>	Appropriation
Requested By:	<u>Sharon Valiante</u>	Source of Funds: <u>Sewer Rehabilitation</u>
Department:	<u>Public Works</u>	Account Number: <u>018.9881.669.110</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: <u>\$350,00</u>
Other: <input type="radio"/>		Amount Requested: <u>\$234,400</u>
Attachments :		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

1. Bid Tabulation/Bidder's List

SUMMARY & RECOMMENDATIONS

Sealed bids for Bid # 16009 were received and opened on March 29, 2016 for the annual contract Rehabilitation of Sanitary Sewer using Slip lining, Pipe Bursting. The base project consists of slip lining and rehabilitation of sanitary sewers in Brookglen subdivision and Lomax area. Bid packets were received by twenty three (23) bidders with four (4) returning bids.

This contract is a component of the City of La Porte's Sanitary Sewer Rehabilitation Program. It will be used to supplement the in-house activities of City crews. This contract will also aid in compliance with the Sanitary Sewer Overflow Initiative agreement between the City of La Porte and the Texas Commission on Environmental Quality (TCEQ).

Overall low bid meeting specifications was submitted by Horseshoe Construction for a base bid amount of two hundred fourteen thousand four hundred dollars (\$214,400). An alternate bid- pipe bursting (\$181,000, Alternate Bid) was included to compare the cost of slip-lining 6" and 8" pipe, which was the base bid amount listed as Items 2 and 3 (\$126,500 total Base Bid). The base bid method is preferred due to lower cost.

The initial contract will be for a period of one (1) year with three (3) additional one-year renewals.

Staff recommends award of bid for Rehabilitation of Sanitary Sewer using Slip lining, Pipe Bursting to Horseshoe Construction. Additionally a contingency in the amount of \$20,000.00 is requested.

Action Required of Council:

Consider approval or other action authorizing the City Manager to execute an annual contract Rehabilitation of Sanitary Sewer using Slip lining, Pipe Bursting to Horseshoe Construction, in the amount of \$214,400, and authorize an additional \$20,000.00 for contingency for a total authorization of \$234,400.00.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Sealed Bid #16009 - Rehabilitation of Sanitary Sewer Using Sliplining, Pipe Bursting

Bid Opening: March 29, 2016			Horseshoe Construction		Texas Pride Utilities, LLC		PM Construction and Rehab, LLC		Reliance Construction Services, Inc.	
Base Bid Items	Estimated Quantity	Unit of Measure	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1. Reconnection of service line 0-10' deep	115	Ea	\$650.00	\$74,750.00	\$500.00	\$57,500.00	\$550.00	\$63,250.00	\$1,215.00	\$139,725.00
2. Sliplining 6" diameter, 0-10' deep	2000		\$23.00	\$46,000.00	\$26.00	\$52,000.00	\$30.00	\$60,000.00	\$83.00	\$166,000.00
3. Sliplining 8" diameter, 0-10' deep	3500		\$23.00	\$80,500.00	\$28.00	\$98,000.00	\$35.00	\$122,500.00	\$84.00	\$294,000.00
4. Obstruction removal, 0-10' deep	6	Ea	\$500.00	\$3,000.00	\$1,000.00	\$6,000.00	\$500.00	\$3,000.00	\$1,000.00	\$6,000.00
5. Trench safety system 5'-10' deep	1150	LF	\$1.00	\$1,150.00	\$1.00	\$1,150.00	\$0.01	\$11.50	\$0.01	\$11.50
6. Install end of line cleanout with plug and cleanout shoe	6	Ea	\$1,500.00	\$9,000.00	\$1,000.00	\$6,000.00	\$800.00	\$4,800.00	\$1,000.00	\$6,000.00
		TOTAL BASE BID		\$214,400.00		\$220,650.00		\$253,561.50		\$611,736.50
Alternate Bid for Item #2 and #3										
7. Pipe burst 6" and 8" diameter to 8" diameter 0-10 feet deep	5500	LF	\$33.00	\$181,500.00	\$32.00	\$176,000.00	\$40.00	\$220,000.00	\$89.00	\$489,500.00

OPTIONAL BID ITEMS		Horseshoe Construction	Texas Pride Utilities, LLC	PM Construction and Rehab, LLC	Reliance Construction Services, Inc.
	UOM	Unit Price	Unit Price	Unit Price	Unit Price
8. Reconnection of Service line by Excavation 10' -15' deep	EA	\$1,000.00	\$850.00	\$650.00	\$3,000.00
9. Reconnection of service line by excavation over 15' deep	EA	\$1,800.00	\$2,500.00	\$950.00	\$4,000.00
10. Sliplining 6" diameter, 10 – 15' Deep	LF	\$25.00	\$29.00	\$33.00	\$100.00
11. Sliplining 6" diameter, over 15' deep	LF	\$30.00	\$32.00	\$36.00	\$110.00
12. Sliplining 8" diameter, 10' -15' Deep	LF	\$28.00	\$30.00	\$36.00	\$105.00
13. Sliplining 8" diameter, over 15' deep	LF	\$32.00	\$35.00	\$40.00	\$115.00
14. Slipline 10" Dia. 0-10' deep	LF	\$28.00	\$29.00	\$40.00	\$100.00
15. Sliplining 10" diameter, 10' - 15 Deep	LF	\$30.00	\$32.00	\$44.00	\$105.00
16. Sliplining 10" diameter, over 15' deep	LF	\$34.00	\$36.00	\$48.00	\$110.00
17. Sliplining 12" diameter, 0' - 10' Deep	LF	\$35.00	\$30.00	\$52.00	\$110.00
18. Sliplining 12" diameter, 10' - 15' Deep	LF	\$36.00	\$34.00	\$56.00	\$115.00
19. Sliplining 12" diameter, over 15' deep	LF	\$38.00	\$40.00	\$60.00	\$120.00
20. Sliplining 15" diameter, 0-10' deep	LF	\$40.00	\$38.00	\$64.00	\$125.00
21. Sliplining 15" diameter, 10'-15' deep	LF	\$42.00	\$42.00	\$68.00	\$135.00
22. Sliplining 15" diameter, Over 15' Deep	LF	\$44.00	\$45.00	\$75.00	\$145.00
23. Obstruction Removal 10' – 15' Deep	EA	\$500.00	\$2,500.00	\$750.00	\$2,000.00
24. Obstruction Removal Over 15' Deep	EA	\$750.00	\$7,000.00	\$1,000.00	\$3,000.00
25. Manhole Ring & Cover Replacement	EA	\$1,000.00	\$600.00	\$900.00	\$700.00
26. Install New Manhole	VF	\$300.00	\$500.00	\$1,200.00	\$500.00

OPTIONAL BID ITEMS		Horseshoe Construction	Texas Pride Utilities, LLC	PM Construction and Rehab, LLC	Reliance Construction Services, Inc.
27. Point Repair of 6" - 10" Sewers, Up To 8' in length	EA	\$3,500.00	\$2,500.00	\$2,500.00	\$3,000.00
28. Extra Length for Point Repair of 6" - 10" Sewers, up to 8' deep	LF	\$75.00	\$40.00	\$250.00	\$110.00
29. Point Repair of 6" - 10" Sewers, 8' To 15' Deep, 12 feet in length	EA	\$4,500.00	\$3,800.00	\$3,800.00	\$5,000.00
30. Extra Length for Point Repair of 6" - 10" Sewers, 8' to 15' deep	LF	\$125.00	\$80.00	\$380.00	\$200.00
31. Point Repair of 6" - 10" Sewers, Over 15' Deep, 12 feet in length	EA	\$5,500.00	\$5,500.00	\$4,800.00	\$10,000.00
32. Extra Length for Point Repair of 6" - 10" Over 15' deep	LF	\$150.00	\$80.00	\$500.00	\$200.00
33. Point Repair of 12" - 18" Sewers, Up to 8' Deep, 8 feet in length	EA	\$4,000.00	\$3,800.00	\$4,500.00	\$3,000.00
34. Extra Length for Point Repair of 12" - 18" Sewers, up to 8' deep	LF	\$95.00	\$80.00	\$500.00	\$150.00
35. Point Repair of 12" - 18" Sewers 8' to 15' Deep, 12 feet in length	EA	\$5,000.00	\$4,500.00	\$5,300.00	\$6,000.00
36. Extra Length for Point Repair for 12" - 18" Sewers, 8' to 15' deep	LF	\$150.00	\$80.00	\$575.00	\$225.00
37. Point Repair of 12" - 18" Sewers Over 15' Deep 12' in length	EA	\$10,000.00	\$8,500.00	\$7,600.00	\$15,000.00
38. Extra Length for Point Repair for 12" - 18" Sewers, over 15' deep	LF	\$350.00	\$150.00	\$700.00	\$250.00
39. Remove & Replace 8" Sewer 0' - 10' Deep	LF	\$75.00	\$55.00	\$59.00	\$100.00
40. Remove & Replace 8" Sewer 10' - 15' Deep	LF	\$105.00	\$75.00	\$66.00	\$125.00
41. Remove & Replace 8" Sewer over 15' Deep	LF	\$250.00	\$125.00	\$79.00	\$150.00
42. Remove & Replace 10" Sewer 0' - 10' Deep	LF	\$95.00	\$60.00	\$73.00	\$110.00
43. Remove & Replace 10" Sewer 10' - 15' Deep	LF	\$125.00	\$85.00	\$79.00	\$135.00
44. Remove & Replace 10" Sewer over 15' Deep	LF	\$275.00	\$135.00	\$93.00	\$175.00

OPTIONAL BID ITEMS		Horseshoe Construction	Texas Pride Utilities, LLC	PM Construction and Rehab, LLC	Reliance Construction Services, Inc.
45. Remove & Replace 12" Sewer 0' – 10' Deep	LF	\$105.00	\$65.00	\$79.00	\$125.00
46. Remove & Replace 12" Sewer 10' – 15' Deep	LF	\$150.00	\$95.00	\$93.00	\$150.00
47. Remove & Replace 12" Sewer over 15' Deep	LF	\$300.00	\$150.00	\$119.00	\$175.00
48. Remove & Replace 15" Sewer 0' – 10' Deep	LF	\$125.00	\$85.00	\$113.00	\$120.00
49. Remove & Replace 15" Sewer 10' – 15' Deep	LF	\$165.00	\$115.00	\$133.00	\$140.00
50. Remove & Replace 15" Sewer over 15' Deep	LF	\$350.00	\$160.00	\$159.00	\$200.00
51. Remove & Replace 18" Sewer 0' – 10' Deep	LF	\$135.00	\$100.00	\$159.00	\$130.00
52. Remove & Replace 18" Sewer 10' – 15' Deep	LF	\$185.00	\$150.00	\$192.00	\$150.00
53. Remove & Replace 18" Sewer over 15' Deep	LF	\$375.00	\$175.00	\$239.00	\$225.00
54. Remove & Replace 24" Sewer 0' – 10' Deep	LF	\$150.00	\$200.00	\$239.00	\$140.00
55. Remove & Replace 24" Sewer 10' – 15' Deep	LF	\$250.00	\$225.00	\$279.00	\$160.00
56. Remove & Replace 24" Sewer over 15' Deep	LF	\$375.00	\$250.00	\$319.00	\$250.00
57. Remove & Replace 30" Sewer 0' – 10' Deep	LF	\$250.00	\$250.00	\$312.00	\$160.00
58. Remove & Replace 30" Sewer 10' – 15' Deep	LF	\$350.00	\$275.00	\$339.00	\$180.00
59. Remove & Replace 30" Sewer over 15' Deep	LF	\$450.00	\$300.00	\$385.00	\$275.00
60. Remove & Replace 36" Sewer 0' – 10' Deep LF	LF	\$275.00	\$300.00	\$380.00	\$170.00
61. Remove & Replace 36" Sewer 10' – 15' Deep	LF	\$375.00	\$350.00	\$410.00	\$200.00
62. Remove & Replace 36" Sewer over 15' Deep	LF	\$475.00	\$400.00	\$465.00	\$275.00

OPTIONAL BID ITEMS		Horseshoe Construction	Texas Pride Utilities, LLC	PM Construction and Rehab, LLC	Reliance Construction Services, Inc.
63. Well Pointing for Rehabilitation, Up to 10' Deep	LF	\$25.00	\$6,500.00	\$395.00	\$100.00
64. Well Pointing for Rehabilitation, 10' - 15' Deep	LF	\$25.00	\$8,500.00	\$450.00	\$100.00
65. Well Pointing for Rehabilitation Over 15' Deep	LF	\$25.00	\$12,000.00	\$575.00	\$100.00
66. Remove all Types of Street Pavement and Base COURSES, VARYING THICKNESS	SY	\$25.00	\$10.00	\$66.00	\$40.00
67. Sawed Joint, Concrete/Asphalt Pavements	LF	\$10.00	\$25.00	\$10.00	\$10.00
68. Removal & Replacement of 4 1/2" Concrete sidewalk, including reinforcement	SF	\$7.00	\$45.00	\$9.00	\$15.00
69. Removal & Replacement of 4 1/2" Concrete driveway, including reinforcement	SY	\$75.00	\$8.00	\$75.00	\$135.00
70. Removal & Replacement of 6" Concrete Pavement, including reinforcement	SY	\$100.00	\$10.00	\$90.00	\$175.00
71. Removal and Replacement of Concrete Curb	LF	\$35.00	\$46.00	\$33.00	\$20.00
72. Replacement of Base Material and 1 1/2" HMAc (Type D), including tack coat	SY	\$60.00	\$79.00	\$58.00	\$125.00
73. Trench Safety System 10' - 15' Deep	LF	\$5.00	\$10.00	\$6.00	\$1.00
74. Trench Safety System Over 15' Deep	LF	\$10.00	\$25.00	\$12.00	\$1.00
75. Extra Cement Stabilized Sand	CY	\$25.00	\$30.00	\$45.00	\$65.00
76. Extra Depth for New Manhole	VF	\$35.00	\$500.00	\$650.00	\$300.00
77. Bypass for each 3" Pump	HR	\$25.00	\$25.00	\$65.00	\$50.00
78. Bypass for each 4" Pump	HR	\$35.00	\$30.00	\$75.00	\$55.00
79. Bypass for each 6" Pump	HR	\$45.00	\$38.00	\$125.00	\$60.00
80. Bypass for each 8" Pump	EA	\$55.00	\$45.00	\$250.00	\$70.00
81. Setup for a 3" Bypass Pump	EA	\$100.00	\$500.00	\$1,800.00	\$2,000.00
82. Setup for a 4" Bypass Pump	EA	\$150.00	\$750.00	\$2,400.00	\$3,000.00

OPTIONAL BID ITEMS		Horseshoe Construction	Texas Pride Utilities, LLC	PM Construction and Rehab, LLC	Reliance Construction Services, Inc.
83. Setup for a 6" Bypass Pump	EA	\$350.00	\$1,250.00	\$4,800.00	\$4,000.00
84. Setup for a 8" Bypass Pump	EA	\$450.00	\$2,500.00	\$10,000.00	\$5,000.00
85. Pipe Burst 6 "and 8" diameter to 8" diameter 10-15 feet deep	LF	\$38.00	\$45.00	\$43.00	\$100.00
86. Pipe Burst 6 "and 8" diameter to 8" diameter Over 15 feet deep	LF	\$45.00	\$65.00	\$48.00	\$100.00
87. Pipe Burst 10" diameter to 10" diameter 0 - 10 feet deep	LF	\$40.00	\$33.00	\$49.00	\$90.00
88. Pipe Burst 10" diameter to 10" diameter 10-15 feet deep	LF	\$45.00	\$48.00	\$52.00	\$100.00
89. Pipe Burst 10" diameter to 10" diameter Over 15	LF	\$55.00	\$68.00	\$56.00	\$100.00
90. Pipe Burst 12" diameter to 12" diameter 0 - 10 feet deep	LF	\$50.00	\$38.00	\$57.00	\$100.00
91. Pipe Burst 12" diameter to 12" diameter 10-15 feet deep	LF	\$55.00	\$50.00	\$62.00	\$110.00
92. Pipe Burst 12" diameter to 12" diameter Over 15 feet deep	LF	\$75.00	\$70.00	\$67.00	\$120.00
		\$47,077.00	\$81,035.00	\$64,793.00	\$78,092.00

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: April 25, 2016

Appropriation

Requested By: Kathy Powell

Source of Funds:

Department: Finance

Account Number:

Report: Resolution: Ordinance:

Amount Budgeted:

Other:

Amount Requested:

Budgeted Item: YES NO

Attachments :

1. Resolution

SUMMARY & RECOMMENDATIONS

If a property is sold or struck off to a taxing unit that is party to the judgment, the taxing unit may sell the property at any time by public or private sale. The City of La Porte has had these properties on our public resale list for more than an adequate amount of time and there has been no interest in purchasing the property at the minimum bid amount set by the judgment; at this time we are asking the city council to pass a resolution to lower the minimum bid so that we can have a second public sale by the constables office and hopefully get an interested party that will purchase these properties so that they can be taxable again; or even develop the properties.

Section 34.05 (c) The taxing unit purchasing the property by resolution of its governing body may request the sheriff or a constable to sell the property at a public sale. If the purchasing taxing unit has not sold the property within six months after the date on which the owner's right of redemption terminates (these properties have past the redemption period), any taxing unit that is entitled to receive proceeds of the sale by resolution of its governing body may request the sheriff or a constable in writing to sell the property at a public sale. On receipt of a request made under this subsection, the sheriff or constable shall sell the property at a public sale as provided by Subsection (d).

The minimum bid was arrived at by either the amount of costs in the judgment or a percentage of the HCAD value. The goal is to get the property back on the tax roll as taxable property.

P282 – Lots 29 & 30 Block 85Town of La Porte (50% of HCAD value)

Action Required of Council:

Item was previously on March 28, 2016 meeting but was removed from consideration.

Consider approval of the Resolutions authorizing the constable's office to hold a second public sale on the properties listed above.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE PUBLIC RESALE OF PROPERTY ACQUIRED THROUGH TAX FORECLOSURE BY THE CONSTABLE OF HARRIS COUNTY.

On the 25th day of April, 2016, at the regularly scheduled meeting of the City Council of the City of La Porte, a motion was duly made and seconded for the City of La Porte to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The City of La Porte requests that the Constable of Harris County conduct such sale in accordance with Section 34.05 (a), (c) and (d), Property Tax Code, and that such sale be held at the earliest available date in accordance with the laws of the State of Texas; and further that the City of La Porte notify the Constable that it would not object to a sale price of such property in the sum of: See Exhibit "A".

Discussion amongst the City Council was then conducted, and upon completion of the same the Mayor of the City of La Porte called a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED by the City Council of the City of La Porte, Texas, that the City of La Porte offer for resale, in accordance with Section 34.05 (a), (c) and (d), Property Tax Code, the property described on Exhibit "A" and that the Constable is hereby requested to conduct such sale in accordance with such statutes at the earliest possible date and further, that a minimum acceptable sale price for such property is as set forth on Exhibit "A".

Passed by the City Council 25th day of April, 2016.

CITY OF LA PORTE

Louis R Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark Askins, Assistant City Attorney

EXHIBIT "A"

Legal Description:

LOTS 29 AND 30, IN BLOCK 85 TOWN OF LA PORTE AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 83, PAGE 345, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.

Minimum Bid: \$9,375.00.

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO:	023-206-085-0029	Property Struck off for:	Taxes
CAUSE NO:	2012-32141		+ Post Judgment Taxes
PLAINTIFF(S):	City of La Porte & La Porte Independent School District		
JUDGMENT AGAINST:	Colida Board Gray, et al		
JUDGMENT DATE:	August 8, 2013	STRUCK OFF DATE:	January 7, 2014
ORDER OF SALE:	October 25, 2013		
DEED RECORDED DATE:	February 28, 2014	STRUCK OFF TO:	City of La Porte
CONSTABLE:	Phil Sandlin, Constable Precinct No 8		
PROPERTY ADDRESS:	Broadway		
LEGAL DESCRIPTION:	Lots 29 & 30 Block 85 Town of La Porte		
ADJUDGED VALUE (IN JUDGMENT):	\$ 18,750.00		
SQUARE FOOTAGE:	6,250		

SUMMARY OF SALE ACTIVITY

BIDDER:	Linda Westergren	BIDDER'S ADDRESS:	5126 Archway
AMOUNT OF BID:	\$9,375.00		La Porte, TX 77571
AMOUNT OF DEPOSIT:	\$937.50		
AMOUNT DUE:	\$8,437.50	BIDDER'S PHONE NO:	832-492-6969

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY	%	TOTAL
AMOUNT DUE	\$2,695.21	22.56%	\$6,206.01	51.95%	\$3,044.78	25.49%	\$11,946.00

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/ PUBLICATION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES
\$9,375.00	\$689.00	\$575.00	\$1,500.00	\$613.50	\$5,997.50

PRORATED TAX AMOUNTS TO EACH JURISDICTION

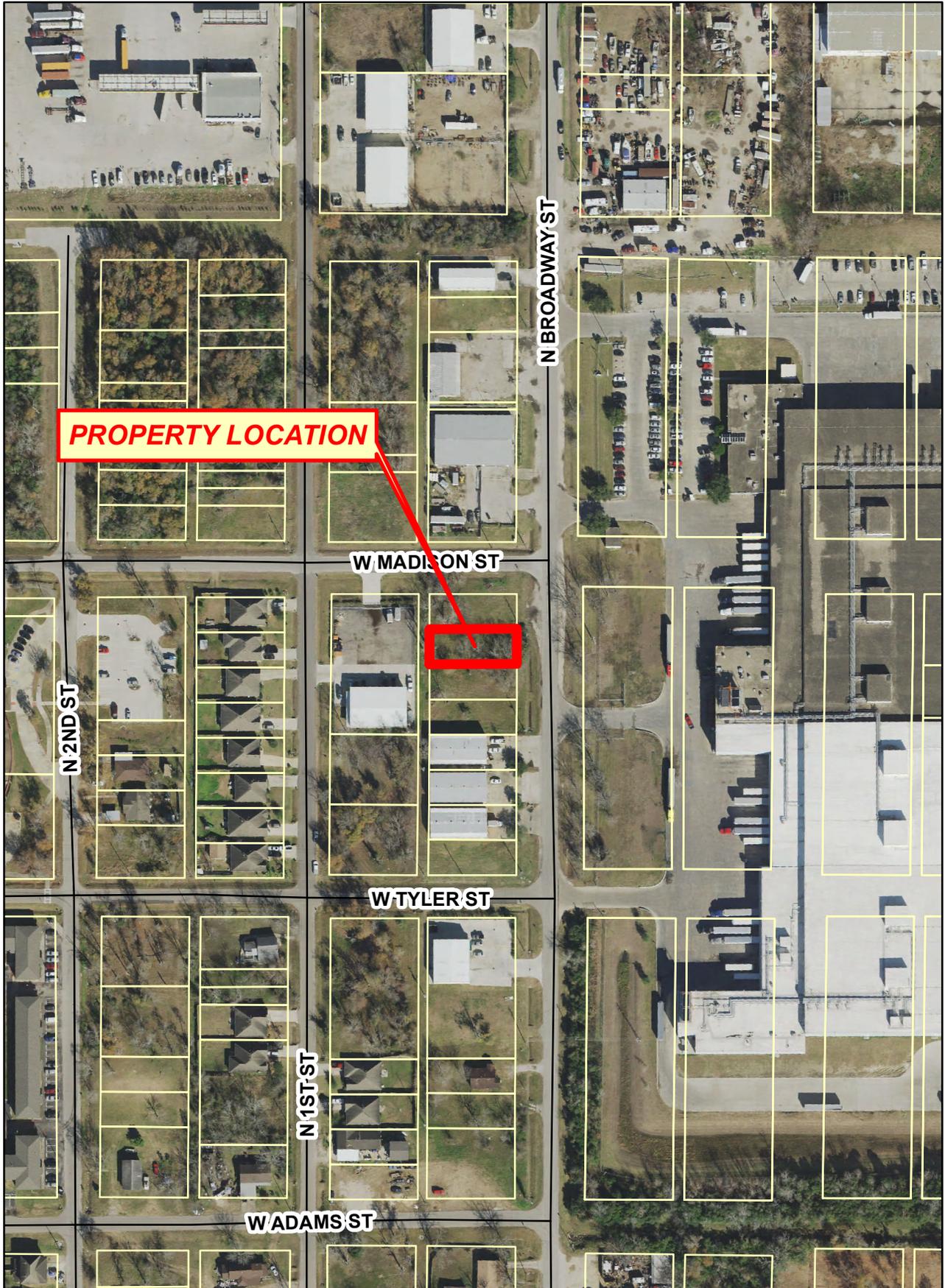
OWED TO	COUNTY	%	SCHOOL	%	CITY	%	TOTAL
PRORATED AMOUNT	\$1,353.13	22.56%	\$3,115.73	51.95%	\$1,528.63	25.49%	\$5,997.50

Amount of Bid:	\$9,375.00
Costs:	
-District Clerk	\$654.00
-Tax Master	\$35.00 Kristen Brauchle
-Constable Fee	\$400.00
-Publication	\$175.00
-Abstract Fee	\$450.00
-Cost	\$93.50
-Advertising Fee/Deed Recording	\$70.00
-Ad Litem Fee	\$1,500.00 Nina Jean Taylor
Total:	\$5,997.50

Taxing			
Jurisdictions:	Amount in Judgment:	%	Amount Received
City of La Porte	\$3,044.78	25.49%	\$1,528.63
La Porte ISD	\$6,206.01	51.95%	\$3,115.73
Harris County	\$2,695.21	22.56%	\$1,353.13
San Jacinto CCD	\$0.00	0.00%	\$0.00
State of Texas	\$0.00	0.00%	\$0.00
	<u>\$11,946.00</u>	<u>100.00%</u>	<u>\$5,997.50</u>

Costs + Taxes	\$15,323.50
Adjudged Value	\$ 18,750.00

P282 AREA MAP



1 inch = 200 feet

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: April 25, 2016 Appropriation
Requested By: Kathy Powell Source of Funds: N/A
Department: Finance Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: Amount Requested: _____
Budgeted Item: YES NO

Attachments :

1. Resale P055
2. Resale P159
3. Resale P160
4. Resale P250(A)
5. Reale P250(B)

SUMMARY & RECOMMENDATIONS

If a property is sold or struck off to a taxing unit that is party to the judgment, the taxing unit may sell the property at any time by public or private sale. The City of La Porte has had these properties on the public resale list for more than an adequate amount of time and has received a bid for the minimum bid amount set by the judgment or higher; at this time staff is asking the City Council to pass a resolution to approve the sale of these properties for the amount that has been offered.

P055 – Lot 2 Block 1149 Town of La Porte – Offer \$12,633.80 (First Baptist Church)

P159 – Lots 11 through 16 Block 1149 Town of La Porte – Offer \$63,628.90 (First Baptist Church)

P160 – Lot 30 Block 1149 Town of La Porte – Offer \$8,480.46 (First Baptist Church)

P250(A) – Lots 26 & 27 Block 106 Town of La Porte – Offer \$10,000.00 (BP Coastal Builders & Developers, LLC)

P250(B) – Lots 30, 31 & 32 Block 106 Town of La Porte – Offer \$15,000.00 (BP Coastal Builders & Developers, LLC)

Action Required of Council:

Consider approval or other action of the Resolution authorizing the sale on the properties listed above.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO:	024-206-049-0002	Property Struck off for:	Taxes + Costs
CAUSE NO:	1998-44713		+ Post Judgment Taxes
PLAINTIFF(S):	City of La Porte & La Porte Independent School District		
JUDGMENT AGAINST:	Kaufman, Jean F		
JUDGMENT DATE:	June 29, 1999	STRUCK OFF DATE:	November 2, 1999
ORDER OF SALE:	September 7, 1999		
DEED RECORDED DATE:	November 22, 1999	STRUCK OFF TO:	City of La Porte
CONSTABLE:	Bill Bailey, Constable Precint No 8		
PROPERTY ADDRESS:	State Highway 146		
LEGAL DESCRIPTION:	Lot 2 Block 1149 Town of La Porte		
ADJUDGED VALUE (IN JUDGMENT):	\$ 7,000.00		
SQUARE FOOTAGE:	3,125		

SUMMARY OF SALE ACTIVITY

BIDDER:	First Baptist Church, La Porte	BIDDER'S ADDRESS:	David Eaton
AMOUNT OF BID:	\$12,633.80		310 S Broadway
AMOUNT OF DEPOSIT:	\$1,263.38		La Porte, TX 77571
AMOUNT DUE:	\$11,370.42	BIDDER'S PHONE NO:	281-470-0338

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY	%	TOTAL
AMOUNT DUE	\$1,499.11	27.44%	\$2,588.36	47.38%	\$1,375.28	25.18%	\$5,462.75

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/PUBLICA TION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES
\$12,633.80	\$525.00	\$325.17	\$450.00	\$250.00	\$11,083.63

PRORATED TAX AMOUNTS TO EACH JURISDICTION

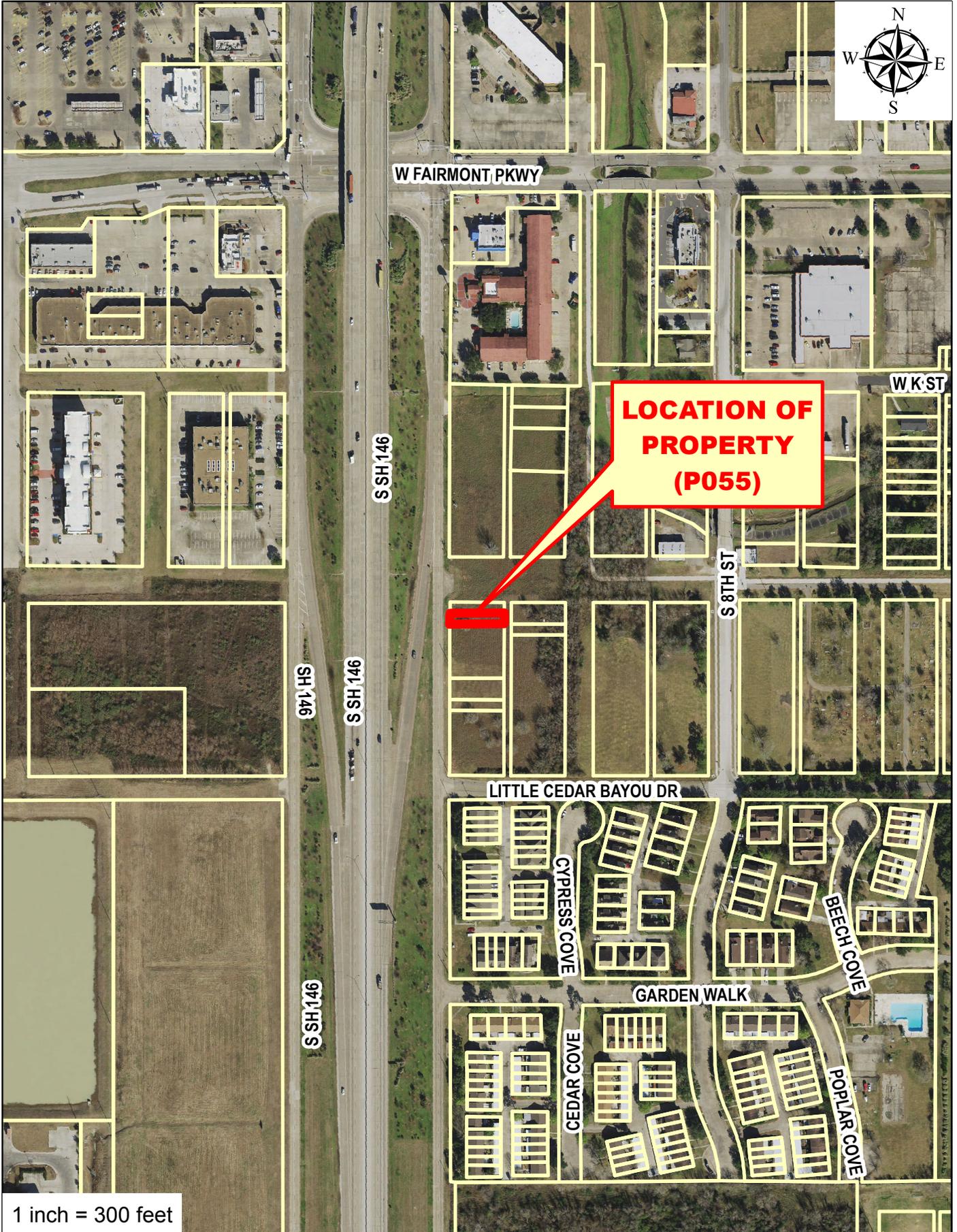
OWED TO	COUNTY	%	SCHOOL	%	CITY	%	TOTAL
PRORATED AMOUNT	\$3,041.61	27.44%	\$5,251.65	47.38%	\$2,790.37	25.18%	\$11,083.63

Amount of Bid:	\$12,633.80
Costs:	
-District Clerk	\$475.00
-Tax Master	\$50.00 Michael Landrum
-Post Judgment County	\$150.17
-Publication	\$175.00
-Abstract Fee	\$250.00
-Cost	\$5,620.88 Mowing
-Ad Litem Fee	\$450.00 Cydney K Curbo
Total:	\$5,462.75

Taxing Jurisdictions:	Amount in Judgment:	%	Amount Received
City of La Porte	\$1,375.28	25.18%	\$1,375.28
La Porte ISD	\$2,588.36	47.38%	\$2,588.36
Harris County	\$1,289.34	23.60%	\$1,289.34
San Jacinto CCD	\$209.65	3.84%	\$209.65
State of Texas	\$0.12	0.00%	\$0.12
	<u>\$5,462.75</u>	100.00%	<u>\$5,462.75</u>

Costs + Taxes	\$12,633.80
Adjudged Value	\$ 7,000.00

AREA MAP - P055



1 inch = 300 feet

subject to the right of redemption, if any, provided under the Texas Property Tax Code. Grantee acknowledge and agree that this conveyance is expressly made without warranty.

This transaction is in full satisfaction of all taxes, penalties, interest, and costs that have accrued until the date hereof.

IN TESTIMONY WHEREOF, CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT, STATE OF TEXAS and SAN JACINTO COMMUNITY COLLEGE DISTRICT has caused these presents to be executed this _____ day of _____ 2016.

CITY OF LA PORTE, TRUSTEE

LOUIS R. RIGBY, MAYOR,
CITY OF LA PORTE

ACCEPTED:

DAVID EATON
FOR FIRST BAPTIST CHURCH, LA PORTE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS R. RIGBY, Mayor, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID EATON known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

After Recording
Return To: First Baptist Church, La Porte
 C/O: David Eaton
 310 S. Broadway
 La Porte, TX 77571

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO:	024-206-049-0011	Property Struck off for:	Value
CAUSE NO:	1999-37587		+ Post Judgment Taxes
PLAINTIFF(S):	City of La Porte & La Porte Independent School District		
JUDGMENT AGAINST:	La Porte - Houston Realty Co		
JUDGMENT DATE:	August 14, 2001	STRUCK OFF DATE:	July 2, 2002
ORDER OF SALE:	March 22, 2002		
DEED RECORDED DATE:	July 30, 2002	STRUCK OFF TO:	City of La Porte
CONSTABLE:	Bill Bailey, Constable Precint No 8		
PROPERTY ADDRESS:	Stae Hwy 146 South		
LEGAL DESCRIPTION:	Lots 11 thru 16 Block 1149 La Porte		
ADJUDGED VALUE (IN JUDGMENT):	\$ 42,200.00		
SQUARE FOOTAGE:	18,750		

SUMMARY OF SALE ACTIVITY

BIDDER:	First Baptist Church, La Porte	BIDDER'S ADDRESS:	David Eaton
AMOUNT OF BID:	\$63,628.90		310 S Broadway
AMOUNT OF DEPOSIT:	\$6,362.89		La Porte, TX 77571
AMOUNT DUE:	\$57,266.01	BIDDER'S PHONE NO:	281-470-0338

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY	%	TOTAL
AMOUNT DUE	\$12,723.23	24.06%	\$25,415.24	48.07%	\$14,731.86	27.86%	\$52,870.33

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/ PUBLICATION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES
\$63,628.90	\$0.00	\$1,769.12	\$0.00	\$250.00	\$61,609.78

PRORATED TAX AMOUNTS TO EACH JURISDICTION

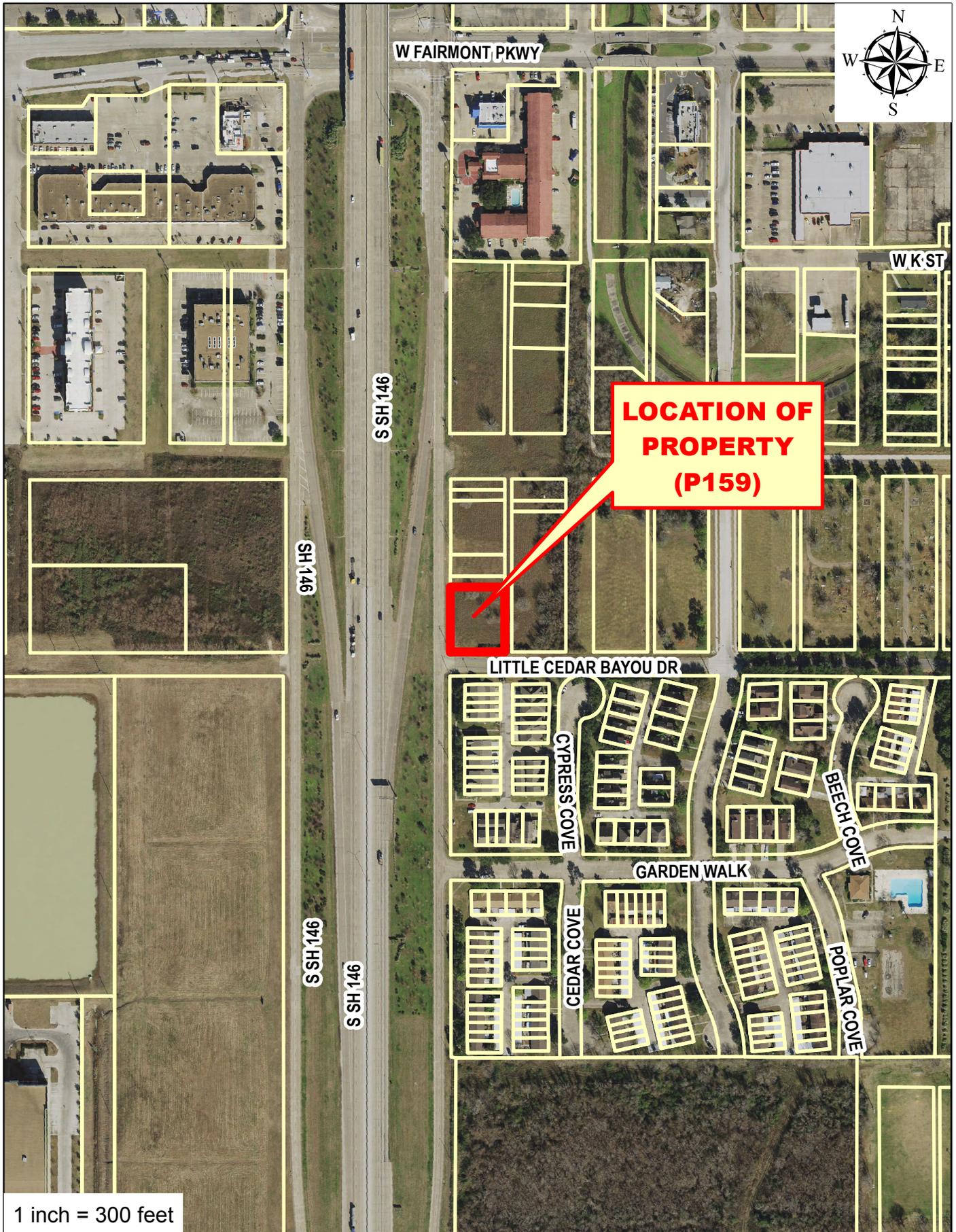
OWED TO	COUNTY	%	SCHOOL	%	CITY	%	TOTAL
PRORATED AMOUNT	\$14,826.38	24.06%	\$29,616.37	48.07%	\$17,167.03	27.86%	\$61,609.78

Amount of Bid:	\$63,628.90
Costs:	
-District Clerk	\$0.00
-Tax Master	\$0.00
-Post Judgment County	\$1,594.12
-Publication	\$175.00
-Abstract Fee	\$250.00
-Cost	\$8,739.45 Mowing
-Ad Litem Fee	\$0.00
Total:	\$52,870.33

Taxing			
Jurisdictions:	Amount in Judgment:	%	Amount Received
City of La Porte	\$14,731.86	27.86%	\$14,731.86
La Porte ISD	\$25,415.24	48.07%	\$25,415.24
Harris County	\$10,917.10	20.65%	\$10,917.10
San Jacinto CCD	\$1,806.13	3.42%	\$1,806.13
State of Texas	\$0.00	0.00%	\$0.00
	<u>\$52,870.33</u>	100.00%	<u>\$52,870.33</u>

Costs + Taxes	\$63,628.90
Adjudged Value	\$ 42,200.00

AREA MAP - P159



**LOCATION OF
PROPERTY
(P159)**

1 inch = 300 feet

This transaction is in full satisfaction of all taxes, penalties, interest, and costs that have accrued until the date hereof.

IN TESTIMONY WHEREOF, CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT and SAN JACINTO COMMUNITY COLLEGE DISTRICT has caused these presents to be executed this _____ day of _____ 2016.

CITY OF LA PORTE, TRUSTEE

LOUIS R. RIGBY, MAYOR,
CITY OF LA PORTE

ACCEPTED:

DAVID EATON
FOR FIRST BAPTIST CHURCH, LA PORTE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS R. RIGBY, Mayor, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID EATON FOR FIRST BAPTIST CHURCH, LA PORTE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

After Recording
Return To: First Baptist Church, La Porte
 C/O: David Eaton
 310 S. Broadway
 La Porte, TX 77571

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO:	024-206-049-0030	Property Struck off for:	Value
CAUSE NO:	1999-37587		+ Post Judgment Taxes
PLAINTIFF(S):	City of La Porte & La Porte Independent School District		
JUDGMENT AGAINST:	La Porte - Houston Realty Co		
JUDGMENT DATE:	August 14, 2001	STRUCK OFF DATE:	July 2, 2002
ORDER OF SALE:	March 22, 2002		
DEED RECORDED DATE:	July 30, 2002	STRUCK OFF TO:	City of La Porte
CONSTABLE:	Bill Bailey, Constable Precint No 8		
PROPERTY ADDRESS:	State Hwy 146 South		
LEGAL DESCRIPTION:	Lot 30 Block 1149 La Porte		
ADJUDGED VALUE (IN JUDGMENT):	\$ 2,300.00		
SQUARE FOOTAGE:	3,125		

SUMMARY OF SALE ACTIVITY

BIDDER:	First Baptist Church, La Porte	BIDDER'S ADDRESS:	David Eaton
AMOUNT OF BID:	\$8,480.46		310 S Broadway
AMOUNT OF DEPOSIT:	\$848.05		La Porte, TX 77571
AMOUNT DUE:	\$7,632.41	BIDDER'S PHONE NO:	281-470-0338

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY	%	TOTAL
AMOUNT DUE	\$265.18	9.84%	\$1,665.39	61.83%	\$763.11	28.33%	\$2,693.68

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/ PUBLICATION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES
\$8,480.46	\$0.00	\$261.82	\$0.00	\$250.00	\$7,968.64

PRORATED TAX AMOUNTS TO EACH JURISDICTION

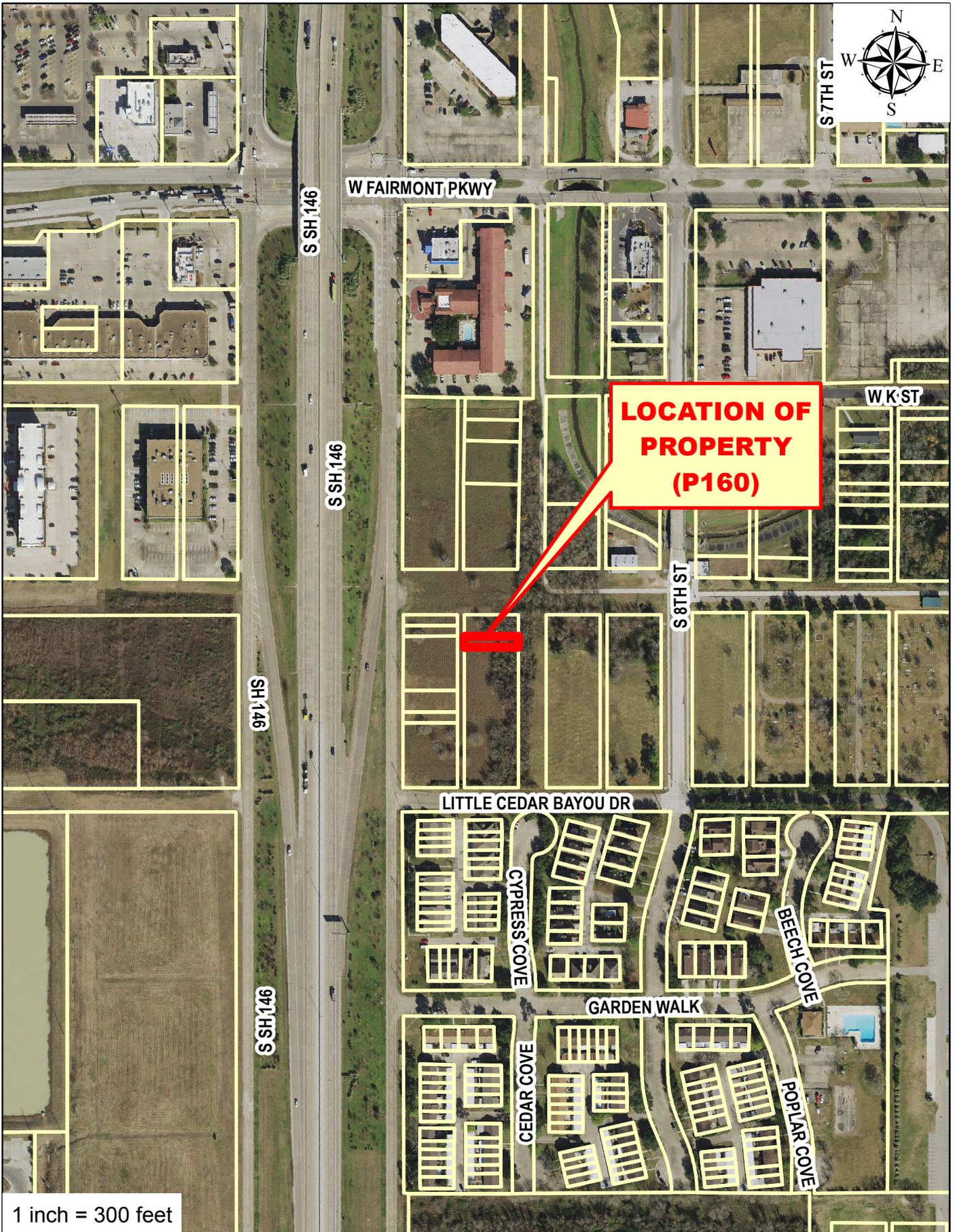
OWED TO	COUNTY	%	SCHOOL	%	CITY	%	TOTAL
PRORATED AMOUNT	\$784.47	9.84%	\$4,926.68	61.83%	\$2,257.49	28.33%	\$7,968.64

Amount of Bid:	\$8,480.46
Costs:	
-District Clerk	\$0.00
-Tax Master	\$0.00
-Post Judgment County	\$86.82
-Publication	\$175.00
-Abstract Fee	\$250.00
-Cost	\$5,274.96 Mowing
-Ad Litem Fee	\$0.00
Total:	\$2,693.68

Taxing			
Jurisdictions:	Amount in Judgment:	%	Amount Received
City of La Porte	\$763.11	28.33%	\$763.11
La Porte ISD	\$1,665.39	61.83%	\$1,665.39
Harris County	\$149.41	5.55%	\$149.41
San Jacinto CCD	\$115.77	4.30%	\$115.77
State of Texas	\$0.00	0.00%	\$0.00
	<u>\$2,693.68</u>	100.00%	<u>\$2,693.68</u>

Costs + Taxes	\$8,480.46
Adjudged Value	\$ 2,300.00

AREA MAP - P160



This transaction is in full satisfaction of all taxes, penalties, interest, and costs that have accrued until the date hereof.

IN TESTIMONY WHEREOF, CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT and SAN JACINTO COMMUNITY COLLEGE DISTRICT has caused these presents to be executed this _____ day of _____ 2016.

CITY OF LA PORTE, TRUSTEE

LOUIS R. RIGBY, MAYOR,
CITY OF LA PORTE

ACCEPTED:

DAVID EATON
FOR FIRST BAPTIST CHURCH, LA PORTE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS R. RIGBY, Mayor, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

ACCEPTED:

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID EATON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

After Recording
Return To: First Baptist Church, La Porte
 C/O: David Eaton
 310 S. Broadway
 La Porte, TX 77571

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO:	023-217-006-0026	Property Struck off for:	Value
CAUSE NO:	2010-21389		+ Post Judgment Taxes
PLAINTIFF(S):	City of La Porte & La Porte Independent School District		
JUDGMENT AGAINST:	Charles Roscoe		
JUDGMENT DATE:	September 20, 2011	STRUCK OFF DATE:	February 7, 2012
ORDER OF SALE:	January 2, 2012		
DEED RECORDED DATE:	March 22, 2012	STRUCK OFF TO:	La Porte ISD
CONSTABLE:	Bill Bailey, Constable Precinct No 8		
PROPERTY ADDRESS:	N Second Street		
LEGAL DESCRIPTION:	Lots 26 & 27 Block 106 Town of La Porte		
ADJUDGED VALUE (IN JUDGMENT):	\$ 10,000.00		
SQUARE FOOTAGE:	6,250		

SUMMARY OF SALE ACTIVITY

BIDDER:	BP Coastal Builders & Developers, LLC	BIDDER'S ADDRESS:	Jerry Jacheco
AMOUNT OF BID:	\$10,000.00		418 Melodywood
AMOUNT OF DEPOSIT:	\$1,000.00		Friendswood, TX 77546
AMOUNT DUE:	\$9,000.00	BIDDER'S PHONE NO:	217-414-5092

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY	%	TOTAL
AMOUNT DUE	\$2,478.41	22.45%	\$2,825.85	25.60%	\$5,734.70	51.95%	\$11,038.96

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/ PUBLICATION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES
\$10,000.00	\$586.00	\$575.00	\$1,200.00	\$900.00	\$6,739.00

PRORATED TAX AMOUNTS TO EACH JURISDICTION

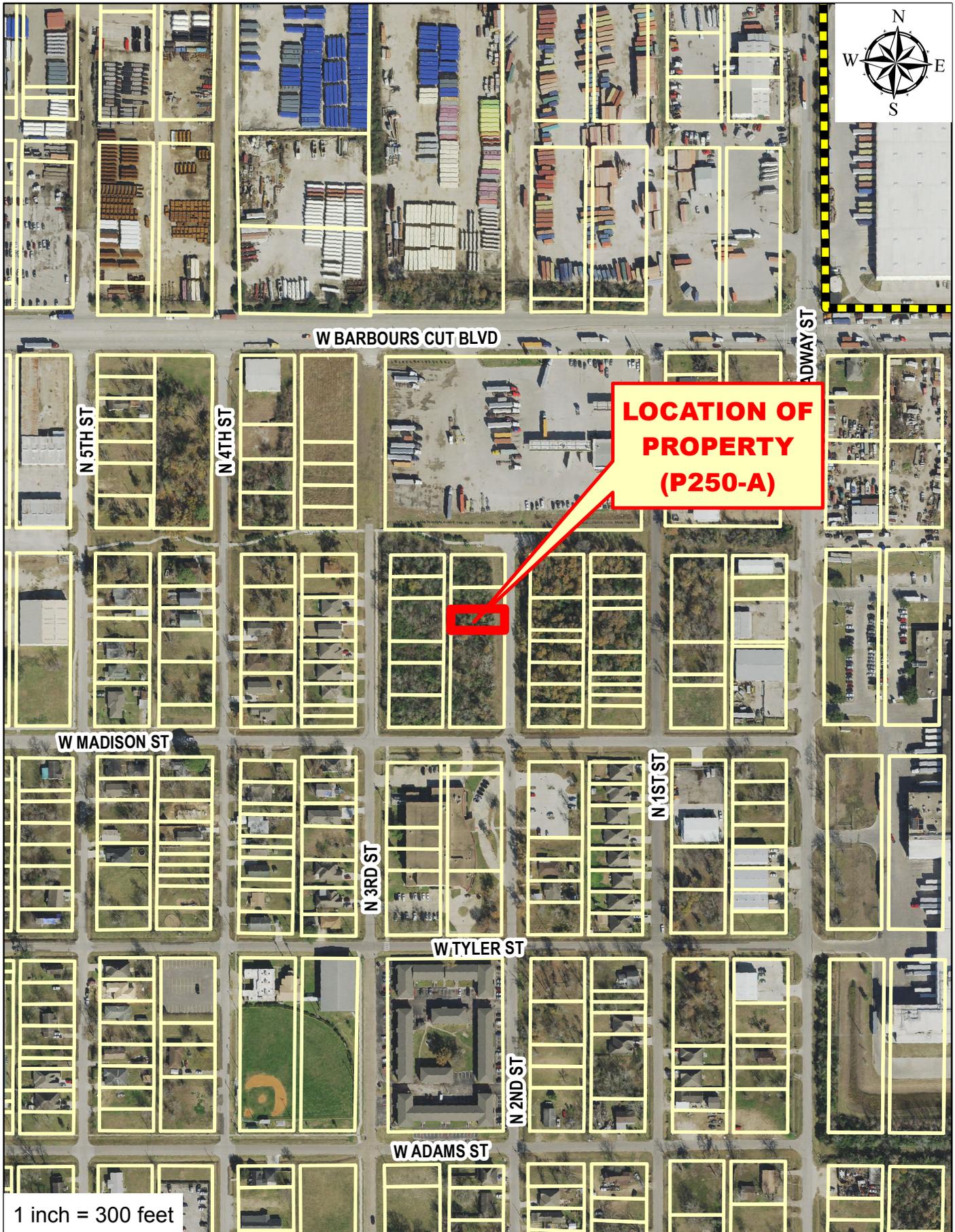
OWED TO	COUNTY	%	SCHOOL	%	CITY	%	TOTAL
PRORATED AMOUNT	\$1,513.01	22.45%	\$1,725.11	25.60%	\$3,500.89	51.95%	\$6,739.00

Amount of Bid:	\$10,000.00
Costs:	
-District Clerk	\$551.00
-Tax Master	\$35.00 Kelli Hamilton
-Constable Fee	\$400.00
-Publication	\$175.00
-Abstract Fee	\$900.00
-Cost	\$0.00
-Advertising Fee/Deed Recording	\$70.00
-Ad Litem Fee	\$1,200.00 Donald Sepolio
Total:	\$6,669.00

Taxing				
Jurisdictions:	Amount in Judgment:	%	Amount Received	
La Porte ISD	\$5,734.70	51.95%	\$3,464.52	1986-2010
City of La Porte	\$2,825.85	25.60%	\$1,707.19	1986-2010
Harris County	\$2,071.97	18.77%	\$1,251.75	1986-2010
San Jacinto CCD	\$406.44	3.68%	\$245.54	
State of Texas	\$0.00	0.00%	\$0.00	
	<u>\$11,038.96</u>	<u>100.00%</u>	<u>\$6,669.00</u>	

Costs + Taxes	\$14,369.96
Adjudged Value	\$ 10,000.00

AREA MAP - P250-A



**LOCATION OF PROPERTY
(P250-A)**

1 inch = 300 feet

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number
(Language pursuant section 11.008 of the Texas Property Code)

THE STATE OF TEXAS

§

TAX RESALE DEED

COUNTY OF HARRIS

§

§

KNOW ALL MEN BY THESE PRESENTS that the CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself, the, LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT (LA PORTE ISD), HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT, and SAN JACINTO COMMUNITY COLLEGE DISTRICT, acting by and through its duly elected officials (“GRANTOR”) as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by BP COASTAL BUILDERS & DEVELOPERS, LLC (“GRANTEE”) the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by these presents do convey and quitclaim unto said Grantee all right, title and interest of the CITY OF LA PORTE, LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT (LA PORTE ISD), HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT, and SAN JACINTO COMMUNITY COLLEGE DISTRICT in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 2010-21389, styled *La Porte Independent School District vs. Charles Roscoe* said property being described as:

LOT 26 AND 27 IN BLOCK 106 OF THE TOWN OF LA PORTE, HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF FILED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS. (ACCOUNT NUMBER 0232170060026)

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said BP COASTAL BUILDERS & DEVELOPERS, LLC, its successors and assigns forever, so that neither the CITY OF LA PORTE, LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT (LA PORTE ISD), HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT, and SAN JACINTO COMMUNITY COLLEGE DISTRICT nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Grantee accepts the property in “AS IS, WHERE IS” condition and subject to any environmental conditions that might have or still exist on said property, and subject to any title defects and deficiencies, and Resale Property P250(A)

subject to the right of redemption, if any, provided under the Texas Property Tax Code. Grantee acknowledges and agrees that this conveyance is expressly made without warranty.

This transaction is in full satisfaction of all taxes, penalties, interest, and costs that have accrued until the date hereof.

IN TESTIMONY WHEREOF, CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT (LA PORTE ISD), HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT, and SAN JACINTO COMMUNITY COLLEGE DISTRICT has caused these presents to be executed this _____ day of _____ 2016.

CITY OF LA PORTE, TRUSTEE

LOUIS R. RIGBY, MAYOR,
CITY OF LA PORTE

ACCEPTED:

JERRY JACHECO
FOR BP COASTAL BUILDERS & DEVELOPERS, LLC

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS R. RIGBY, Mayor, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JERRY JACHECO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

After Recording
Return To: BP Coastal Builders & Developers, LLC
 C/O: Jerry Jacheco
 418 Melodywood
 Friendswood, TX 77546

Resale Property P250(A)

SUMMARY OF FORECLOSURE ACTIVITY

HCAD ACCOUNT NO:	023-217-006-0030	Property Struck off for:	Value
CAUSE NO:	2010-21389		+ Post Judgment Taxes
PLAINTIFF(S):	City of La Porte & La Porte Independent School District		
JUDGMENT AGAINST:	Charles Roscoe		
JUDGMENT DATE:	September 20, 2011	STRUCK OFF DATE:	February 7, 2012
ORDER OF SALE:	January 2, 2012		
DEED RECORDED DATE:	March 22, 2012	STRUCK OFF TO:	La Porte ISD
CONSTABLE:	Bill Bailey, Constable Precinct No 8		
PROPERTY ADDRESS:	N Second Street		
LEGAL DESCRIPTION:	Lots 30, 31 & 32 Block 106 Town of La Porte		
ADJUDGED VALUE (IN JUDGMENT):	\$ 15,000.00		
SQUARE FOOTAGE:	9,375		

SUMMARY OF SALE ACTIVITY

BIDDER:	BP Coastal Builders & Developers, LLC	BIDDER'S ADDRESS:	Jerry Jacheco
AMOUNT OF BID:	\$15,000.00		418 Melodywood
AMOUNT OF DEPOSIT:	\$1,500.00		Friendswood, TX 77546
AMOUNT DUE:	\$13,500.00	BIDDER'S PHONE NO:	217-414-5092

PRORATED PERCENTAGED OF TAXES DUE TO EACH JURISDICTION BASED UPON JUDGMENT

JUDGMENT TO	COUNTY, ET AL.	%	SCHOOL	%	CITY	%	TOTAL
AMOUNT DUE	\$3,717.54	22.48%	\$4,229.37	25.58%	\$8,587.13	51.94%	\$16,534.04

ASSOCIATED COSTS ON ORIGINAL AND SEALED BID SALES

AMOUNT OF BID	COURT COST	CONSTABLE/ PUBLICATION FEE (TISD)	AD LITEM FEE	RESEARCH FEE & DEED RECORDING FEE	ESTIMATED AMOUNT TO BE PRORATED TO TAXES
\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00

PRORATED TAX AMOUNTS TO EACH JURISDICTION

OWED TO	COUNTY	%	SCHOOL	%	CITY	%	TOTAL
PRORATED AMOUNT	\$3,372.62	22.48%	\$3,836.97	25.58%	\$7,790.41	51.94%	\$15,000.00

Amount of Bid: \$15,000.00

Costs:

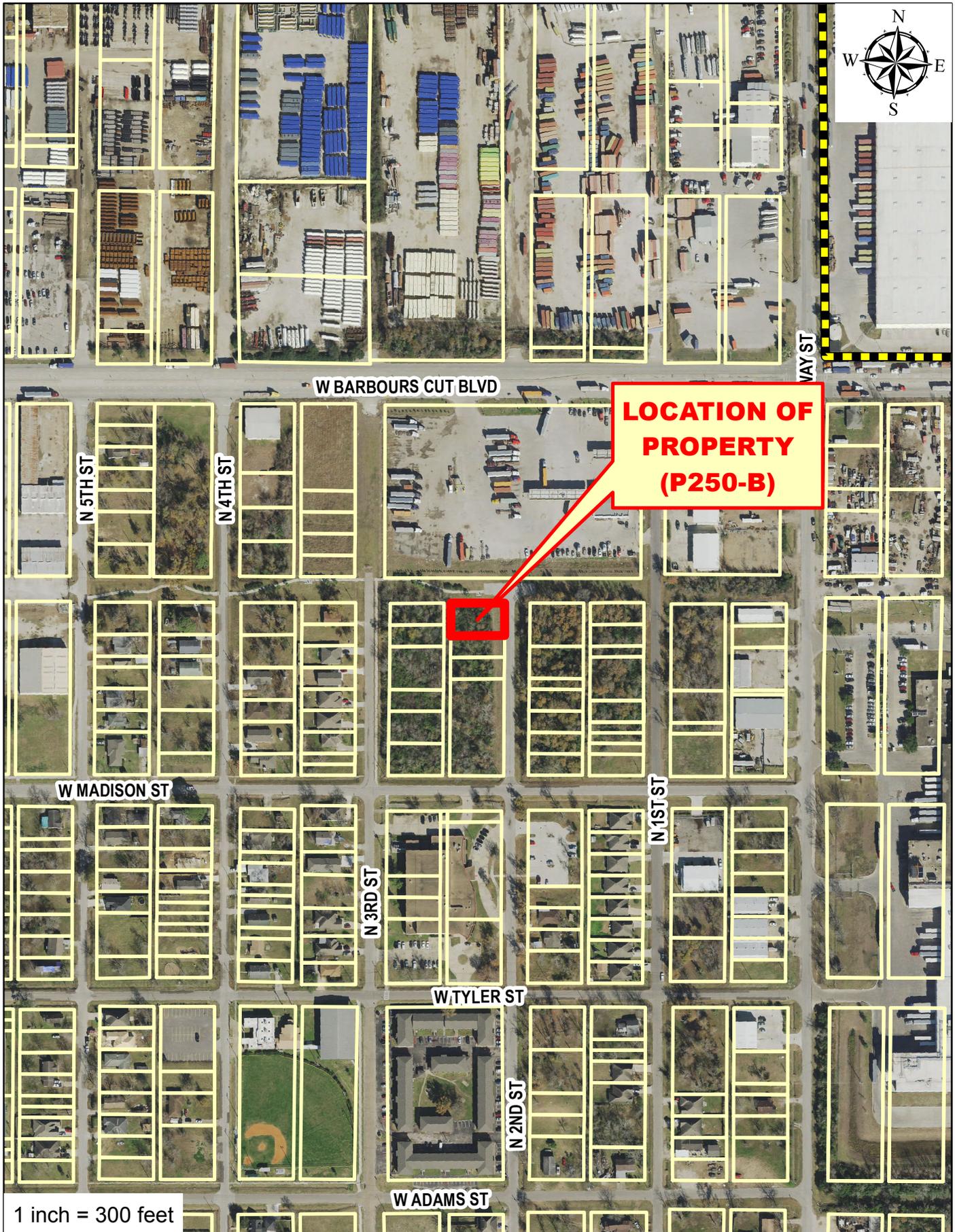
-District Clerk	\$0.00
-Tax Master	\$0.00
-Constable Fee	\$0.00
-Publication	\$0.00
-Abstract Fee	\$0.00
-Cost	\$0.00
-Advertising Fee/Deed Recording	\$0.00
-Ad Litem Fee	\$0.00
Total:	\$15,000.00

Taxing

Jurisdictions:	Amount in Judgment:	%	Amount Received	
La Porte ISD	\$8,587.13	51.94%	\$7,790.41	1986-2010
City of La Porte	\$4,229.37	25.58%	\$3,836.97	1986-2010
Harris County	\$3,108.05	18.80%	\$2,819.68	1986-2010
San Jacinto CCD	\$609.49	3.69%	\$552.94	1986-2010
State of Texas	\$0.00	0.00%	\$0.00	
	\$16,534.04	100.00%	\$15,000.00	

Costs + Taxes \$16,534.04
 Adjudged Value \$ 15,000.00

AREA MAP - P250-B



Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number
(Language pursuant section 11.008 of the Texas Property Code)

THE STATE OF TEXAS

§

TAX RESALE DEED

§

COUNTY OF HARRIS

§

KNOW ALL MEN BY THESE PRESENTS that the CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself, the, LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT (LA PORTE ISD), HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT, and SAN JACINTO COMMUNITY COLLEGE DISTRICT, acting by and through its duly elected officials (“GRANTOR”) as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by BP COASTAL BUILDERS & DEVELOPERS, LLC (“GRANTEE”) the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by these presents do convey and quitclaim unto said Grantee all right, title and interest of the CITY OF LA PORTE, LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT (LA PORTE ISD), HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT, and SAN JACINTO COMMUNITY COLLEGE DISTRICT in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 2010-21389, styled *La Porte Independent School District vs. Charles Roscoe* said property being described as:

LOTS 30, 31 AND 32 IN BLOCK 106 OF THE TOWN OF LA PORTE, HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF FILED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS. (ACCOUNT NUMBER 0232170060030)

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said BP COASTAL BUILDERS & DEVELOPERS, LLC, its successors and assigns forever, so that neither the CITY OF LA PORTE, LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT (LA PORTE ISD), HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT, and SAN JACINTO COMMUNITY COLLEGE DISTRICT nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Grantee accepts the property in “AS IS, WHERE IS” condition and subject to any environmental conditions that might have or still exist on said property, and subject to any title defects and deficiencies, and Resale Property P250(B)

subject to the right of redemption, if any, provided under the Texas Property Tax Code. Grantee acknowledges and agrees that this conveyance is expressly made without warranty.

This transaction is in full satisfaction of all taxes, penalties, interest, and costs that have accrued until the date hereof.

IN TESTIMONY WHEREOF, CITY OF LA PORTE, TRUSTEE, for the use and benefit of itself LA PORTE INDEPENDENT SCHOOL DISTRICT, HARRIS COUNTY EDUCATION DISTRICT (LA PORTE ISD), HARRIS COUNTY, HARRIS COUNTY EDUCATION DEPARTMENT, PORT OF HOUSTON OF HARRIS COUNTY AUTHORITY, HARRIS COUNTY FLOOD CONTROL DISTRICT, THE HARRIS COUNTY HOSPITAL DISTRICT, and SAN JACINTO COMMUNITY COLLEGE DISTRICT has caused these presents to be executed this _____ day of _____ 2016.

CITY OF LA PORTE, TRUSTEE

LOUIS R. RIGBY, MAYOR,
CITY OF LA PORTE

ACCEPTED:

JERRY JACHECO
FOR BP COASTAL BUILDERS & DEVELOPERS, LLC

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared LOUIS R. RIGBY, Mayor, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JERRY JACHECO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated, and with the conditions and the limitations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

After Recording
Return To: BP Coastal Builders & Developers, LLC
 C/O: Jerry Jacheco
 418 Melodywood
 Friendswood, TX 77546

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: April 25, 2016

Appropriation

Requested By: Kathy Powell

Source of Funds:

Department: Administration

Account Number:

Report: Resolution: Ordinance:

Amount Budgeted:

Other:

Amount Requested:

Budgeted Item: YES NO

Attachments :

1. Map
2. 2007-IDA-142
3. 2007-IDA-143
4. 2007-IDA-144
5. 2007-IDA-145
6. 2007-IDA-146

SUMMARY & RECOMMENDATIONS

The City and Industry have agreed to renew the provisions of the Industrial District Agreement for a twelve year period. The current agreements will expire on December 31, 2019, the common date for the Battleground and Bayport Industrial Districts.

Carson Bayport 3, LLC requested to execute five Industrial District Agreements with the City of La Porte. Property is being split out of 2007-IDA-17 – North Bayport Industrial Park II, Ltd.

- Ordinance No. 2007-IDA-142 Carson Bayport 3, LLC – 4111 Malone
- Ordinance No. 2007-IDA-143 Carson Bayport 3, LLC – 4121 Malone
- Ordinance No. 2007-IDA-144 Carson Bayport 3, LLC – 4033 Malone
- Ordinance No. 2007-IDA-145 Carson Bayport 3, LLC – 10344 New Decade
- Ordinance No. 2007-IDA-146 Carson Bayport 3, LLC – 10322 New Decade

Staff recommends City Council authorize the execution of Industrial District Agreements with Carson Bayport 3, LLC.

Action Required of Council:

Consider approval or other action of Industrial District Agreement ordinances 2007-IDA-142, 2007-IDA-143, 2007-IDA 144, 2007-IDA-145, 2007-IDA-146.

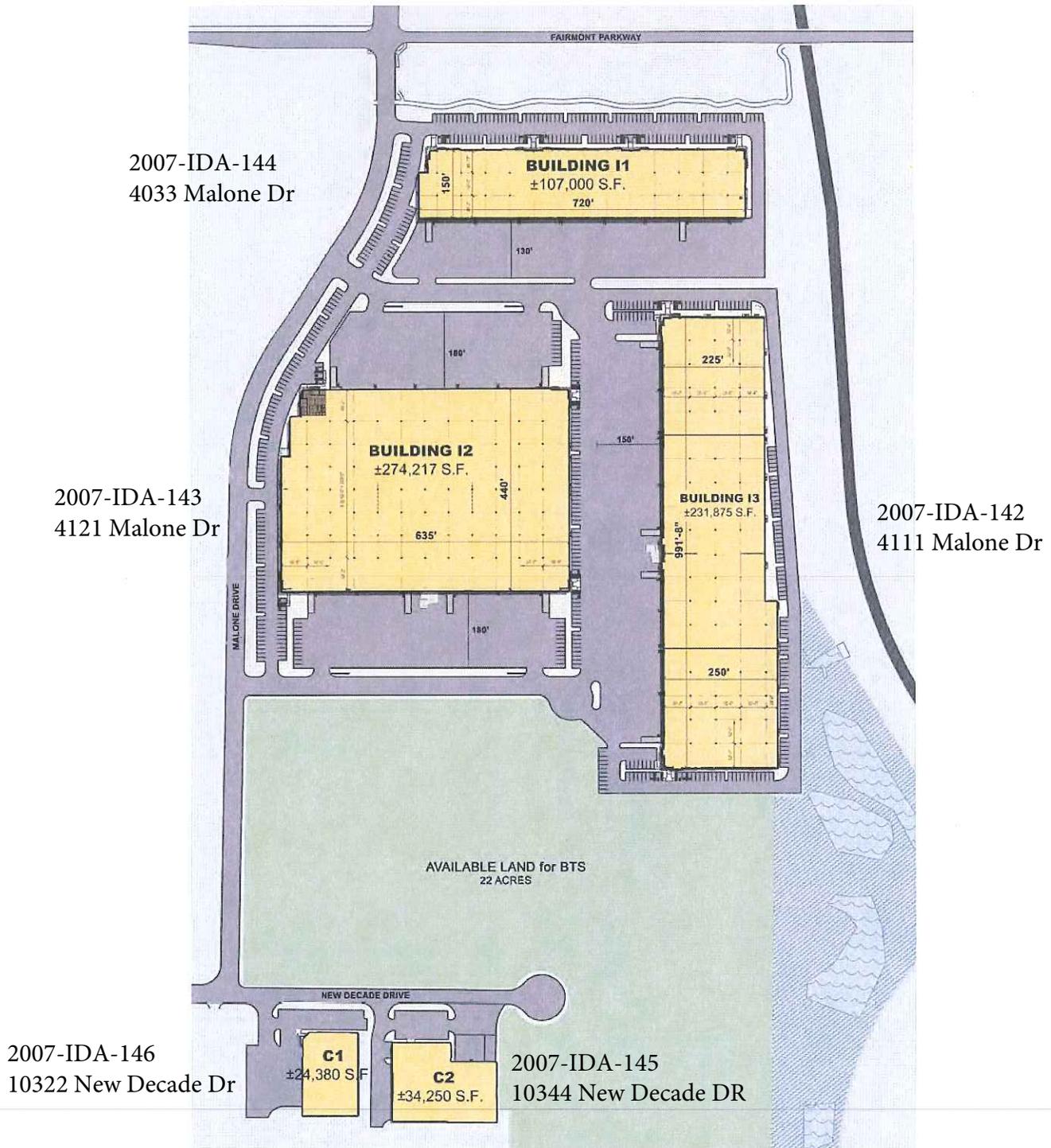
Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com



9821 Katy Freeway, Suite 440
Houston, TX 77024

ORDINANCE NO. 2007-IDA-142

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH CARSON BAYPORT 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Carson Bayport 3, LLC a Delaware Limited Liability Company (4111 Malone Dr) has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

Section 2. The Mayor, the City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED and **APPROVED**, this 25th day of April 2016.

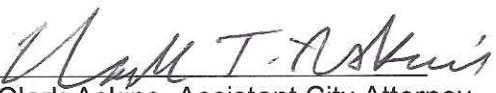
CITY OF LA PORTE

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark Askins, Assistant City Attorney

NO. 2007-IDA-142
STATE OF TEXAS
COUNTY OF HARRIS

4111
Malone

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and CARSON BAYPORT 3, LLC, a DELAWARE LIMITED LIABILITY COMPANY corporation, hereinafter called "COMPANY",

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"

payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and
2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
 - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
 - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

(c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and

3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and

Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefore hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.

1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any

existing industrial district agreements after the effective date hereof and while this Agreement is in effect, which contains terms and provisions more favorable to the landowner than those in this Agreement, Company and its assigns shall have the right to amend this Agreement and City agrees to amend same to embrace the more favorable terms of such agreement or renewal agreement.

X.

The parties agree that this Agreement complies with existing laws pertaining to the subject and that all terms, considerations and conditions set forth herein are lawful, reasonable, appropriate, and not unduly restrictive of Company's business activities. Without such agreement neither party hereto would enter into this Agreement. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrase, clause, sentence, paragraph, section, article or other part of the Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

XI.

Upon the commencement of the term of this Agreement, all other previously existing industrial district agreements with respect to said Land shall terminate.

XII.

Notices by a party to the other party hereto, shall be mailed or delivered as follows:

To the City of La Porte:

City Manager
City of La Porte
604 West Fairmont Parkway
La Porte, TX 77571

To Company:

CARSON BAYPORT 3, LLC
(COMPANY)
Attention: DAN ZACH Department
100 BAYVIEW CIRCLE #3500
NEWPORT BEACH, CA 92660

Company shall promptly notify City of any change of ownership of Property, any assignment of this Agreement, and of any change of billing address.

Company shall notify City annually, on or before June 1, of any changes to the following information:

Plant Manager

Name: DAN ZOCH
Address: 9821 KATY FREEWAY, SUITE 440
HOUSTON, TX 77024
Phone: 713-360-7929
Fax: 713-360-7952
Email: DZOCH@CARSONCOMPANIES.COM

Tax Agent/Billing Contact

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

SAME (with arrow pointing to the Tax Agent/Billing Contact fields)

ENTERED INTO effective the 1st day of January, 2008.

CARSON BAYBORT 3, LLC
(COMPANY)

By: _____
Name: DANIEL G. ZOCH
Title: SR. VICE PRESIDENT
Address: 100 BAYVIEW CIRCLE, 3500
NEWPORT BEACH, CA 92660

ATTEST:

CITY OF LA PORTE

City Secretary

By: _____
Louis R. Rigby
Mayor

APPROVED:

Walt T. Askins, for
Knox W. Askins
City Attorney
City of La Porte

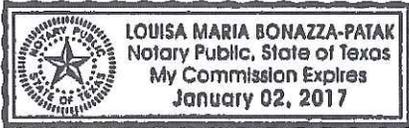
By: _____
Corby D Alexander
City Manager

P.O. Box 1218
La Porte, TX 77572-1218
281.471.1886
281.471.2047 fax
knoxaskins@comcast.net

CITY OF LA PORTE
604 West Fairmont Parkway
La Porte, TX 77571

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 24th day of FEBRUARY, 2016, by DANIEL GZOCK, SR. VICE PRESIDENT of CARSON BAYPORTS, LLC corporation, a Delaware corporation, limited liability corporation on behalf of said entity.



Louisa M. Patak
Notary Public, State of Texas

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the ___ day of _____, 20___, by Louis R. Rigby, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

Notary Public, State of Texas

"EXHIBIT A"

(Metes and Bounds Description of Land)

BUILDING I3
METES & BOUNDS DESCRIPTION
12.1271 ACRES OF LAND
BEING OUT OF RESTRICTED RESERVES "D" AND "E"
BLOCK 3
BAYPORT NORTH INDUSTRIAL PARK II
HARRIS COUNTY, TEXAS

All that certain 12.1271 acres of land being out of Restricted Reserves "D" and "E", Block 3, Bayport North Industrial Park II, according to the plat thereof filed in the Map Records of Harris County, Texas in Film Code No. 625094, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" iron rod with cap for corner marking the north cutback corner of a 20' cutback line for the intersection of the south right-of-way line of Fairmont Parkway (250' wide) and the east right-of-way line of Malone Drive (60' wide private access and private utility easement); THENCE N 86° 50' 09" E - 548.82', with said south right-of-way line to a found 5/8" iron rod with cap for an angle corner; THENCE N 86° 59' 50" E - 278.15', continuing with said south right-of-way line to a found 5/8" iron rod with cap for corner; THENCE S 7° 16' 23" E - 481.33', with the east line of said Bayport North Industrial Park II to a found 5/8" iron rod with cap for the POINT OF BEGINNING of the herein described tract;

THENCE S 7° 16' 22" E - 643.97', continuing with said east line to a found 5/8" iron rod with cap for corner;

THENCE S 54° 35' 41" W - 50.00' to a set 5/8" iron rod with cap for corner;

THENCE S 3° 09' 51" E - 450.88' to a set 5/8" iron rod with cap for corner;

THENCE S 86° 50' 09" W - 460.00' to a set 5/8" iron rod with cap for corner;

THENCE N 3° 09' 51" W - 1,120.76' to a set 5/8" iron rod with cap for corner;

THENCE N 86° 56' 49" E - 456.15' to the POINT OF BEGINNING and containing 12.1271 acres (528,254 square feet) of land, more or less.

Compiled from survey by:
Prejean & Company, Inc.
Surveying and Mapping

Job No.256-4-9_BLDG_I3
Date: 11-03-2015

"EXHIBIT B"

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

"EXHIBIT C"
Page 1 of 3

RULES AND REGULATIONS

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
 - ∅ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
 - ∅ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
 - ∅ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
 - ∅ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
 - ∅ Freestanding identification signs shall not exceed 45 feet in height.
 - ∅ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
 - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"

Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

"EXHIBIT C"
Page 3 of 3

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.

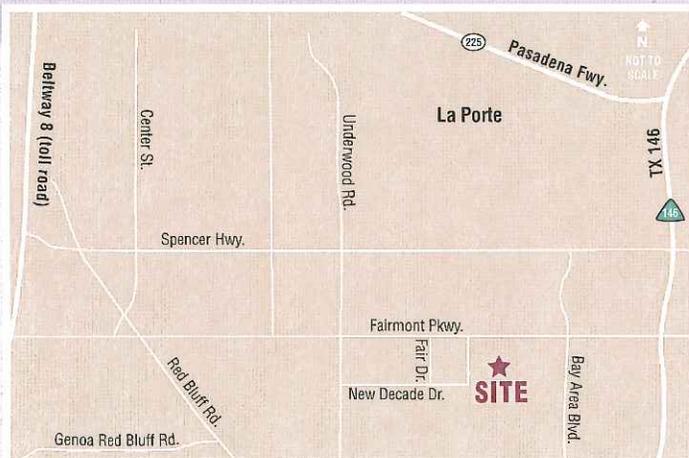
FOR LEASE AND BUILD TO SUIT SITES AVAILABLE

10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ, 77507



PROJECT FEATURES

- 613,092 Sq. Ft. Available
- Divisible to 17,000 Sq. Ft.
- Built to Suit Office
- ESFR Sprinkler Systems
- Truck Courts Rear Load - Building 11
- Cross Dock - Building 12
- Front Load - Building 13
- Up to 22 Acres Available for Build to Suits
- Less than 7 miles from Barbour's Cut and Bayport Container Terminals

For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com

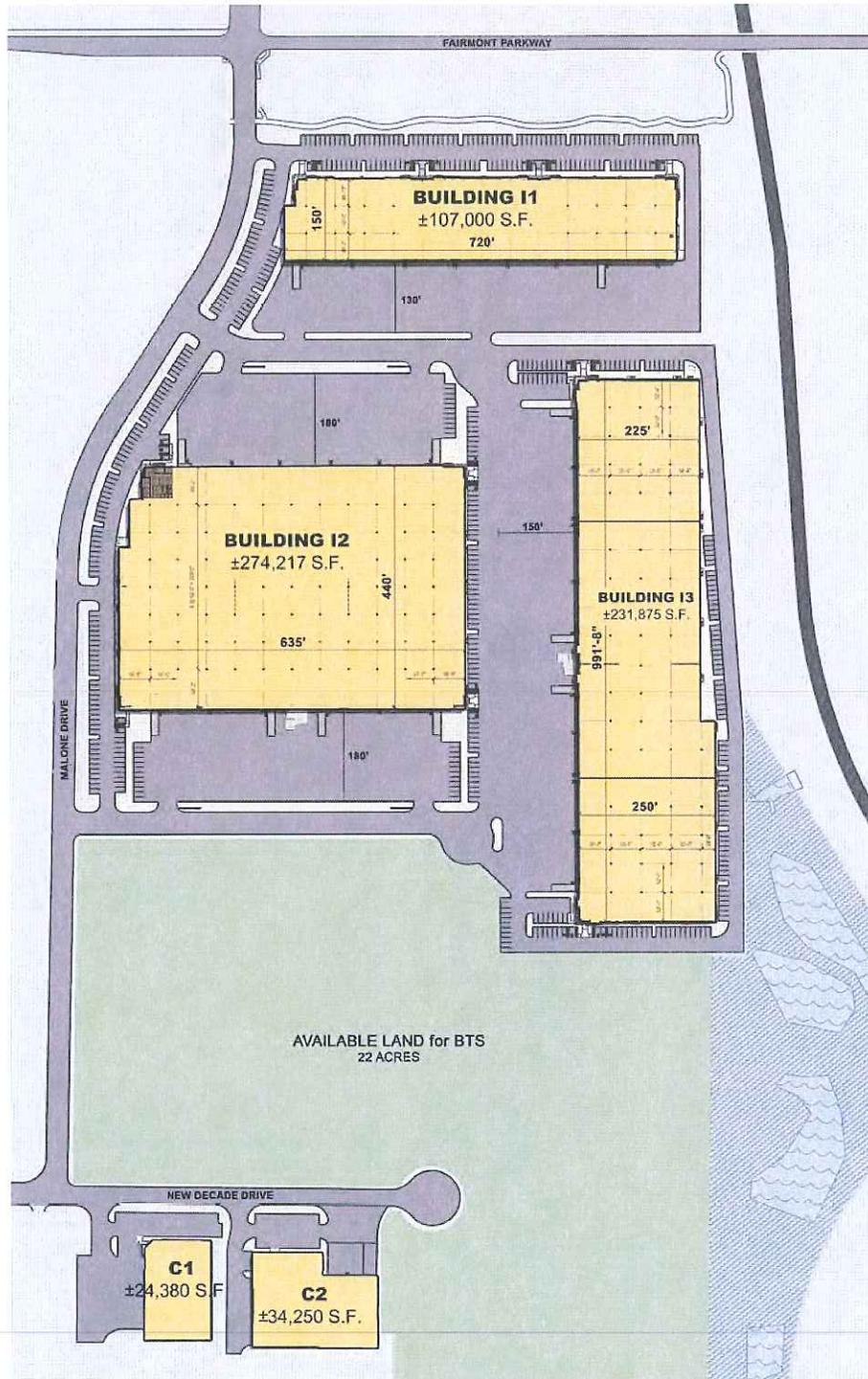
9821 Katy Freeway, Suite 440
Houston, TX 77024

Another Quality Development by:



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com



9821 Katy Freeway, Suite 440
Houston, TX 77024

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax, and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

ORDINANCE NO. 2007-IDA-143

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH CARSON BAYPORT 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEROF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Carson Bayport 3, LLC a Delaware Limited Liability Company (4121 Malone Dr) has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

Section 2. The Mayor, the City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED and **APPROVED**, this 25th day of April 2016.

CITY OF LA PORTE

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark Askins, Assistant City Attorney

NO. 2007-IDA-143 :

STATE OF TEXAS :

COUNTY OF HARRIS :

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and CARSON BAYPORT 3, LLC, a PELWARE LIMITED LIABILITY ~~corporation~~, hereinafter called "COMPANY", Company

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"

payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and
2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
 - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
 - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and
3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and

Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefore hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.

1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any

existing industrial district agreements after the effective date hereof and while this Agreement is in effect, which contains terms and provisions more favorable to the landowner than those in this Agreement, Company and its assigns shall have the right to amend this Agreement and City agrees to amend same to embrace the more favorable terms of such agreement or renewal agreement.

X.

The parties agree that this Agreement complies with existing laws pertaining to the subject and that all terms, considerations and conditions set forth herein are lawful, reasonable, appropriate, and not unduly restrictive of Company's business activities. Without such agreement neither party hereto would enter into this Agreement. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrase, clause, sentence, paragraph, section, article or other part of the Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

XI.

Upon the commencement of the term of this Agreement, all other previously existing industrial district agreements with respect to said Land shall terminate.

XII.

Notices by a party to the other party hereto, shall be mailed or delivered as follows:

To the City of La Porte:

City Manager
City of La Porte
604 West Fairmont Parkway
La Porte, TX 77571

To Company:

CARSON BAYPORT 3, LLC
(COMPANY)
Attention: DAN ZUCH Department
100 BAYVIEW CIRCLE #3500
NEWPORT BEACH, CA 92660

Company shall promptly notify City of any change of ownership of Property, any assignment of this Agreement, and of any change of billing address.

Company shall notify City annually, on or before June 1, of any changes to the following information:

Plant Manager

Name: DAN ZOCH
Address: 9821 KATY FREEWAY, SUITE 440
HOUSTON, TX 77024
Phone: 713-360-7929
Fax: 713-360-7952
Email: DZOCH@CARSONCOMPANIES.COM

Tax Agent/Billing Contact

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

SAME

ENTERED INTO effective the 1st day of January, 2008.

CARSON BAYBORT 3, LLC
(COMPANY)

By: _____
Name: DANIEL G. ZOCH
Title: SR. VICE PRESIDENT
Address: 100 BAYVIEW CIRCLE, 3500
NEWPORT BEACH, CA 92660

ATTEST:

CITY OF LA PORTE

City Secretary

By: _____
Louis R. Rigby
Mayor

APPROVED:

Knox W. Askins for
Knox W. Askins
City Attorney
City of La Porte

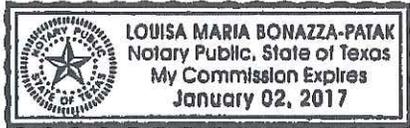
By: _____
Corby D Alexander
City Manager

P.O. Box 1218
La Porte, TX 77572-1218
281.471.1886
281.471.2047 fax
knoxaskins@comcast.net

CITY OF LA PORTE
604 West Fairmont Parkway
La Porte, TX 77571

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 24th day of FEBRUARY, 2016, by DANIEL GZECH, SR. VICE PRESIDENT of CARSON AIRPORTS, LLC corporation, a Delaware corporation, limited liability corporation on behalf of said entity.



Louisa M. Patak
Notary Public, State of Texas

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the ___ day of _____, 20___, by Louis R. Rigby, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

Notary Public, State of Texas

"EXHIBIT A"

(Metes and Bounds Description of Land)

BUILDING I2
METES & BOUNDS DESCRIPTION
14.4200 ACRES OF LAND
BEING OUT OF RESTRICTED RESERVES "D" AND "E"
BLOCK 3
BAYPORT NORTH INDUSTRIAL PARK II
HARRIS COUNTY, TEXAS

All that certain 14.4200 acres of land being out of Restricted Reserves "D" and "E", Block 3, Bayport North Industrial Park II, according to the plat thereof filed in the Map Records of Harris County, Texas in Film Code No. 625094, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" iron rod with cap for corner marking the north cutback corner of a 20' cutback line for the intersection of the south right-of-way line of Fairmont Parkway (250' wide) and the east right-of-way line of Malone Drive (60' wide private access and private utility easement); THENCE N 86° 50' 09" E - 548.82', with said south right-of-way line to a found 5/8" iron rod with cap for an angle corner; THENCE N 86° 59' 50" E - 278.15', continuing with said south right-of-way line to a found 5/8" iron rod with cap for corner; THENCE S 7° 16' 23" E - 481.33', with the east line of said Bayport North Industrial Park II to a found 5/8" iron rod with cap for corner; THENCE S 86° 56' 49" W - 456.15' to a set 5/8" iron rod with cap for corner; THENCE S 3° 09' 51" E - 13.16' to a set 5/8" iron rod with cap for the POINT OF BEGINNING of the herein decribed tract;

THENCE S 3° 09' 51" E - 862.35' to a set 5/8" iron rod with cap for corner;

THENCE S 86° 48' 25" W - 763.87' to a set 5/8" iron rod with cap for corner;

THENCE N 1° 57' 16" W - 469.30', with the east right-of-way line of said Malone Drive to a found 5/8" iron rod with cap for the Point of Curvature of a curve to the right having a central angle of 32° 01' 06", a radius of 470.00', a chord bearing of N 14° 03' 17" E - 259.24';

THENCE with said curve to the right and continuing with said east right-of-way line an arc distance of 262.65' to a found 5/8" iron rod with cap for the Point of Tangency;

THENCE N 30° 03' 50" E - 174.44', continuing with said east right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE N 86° 50' 09" E - 581.63' to the POINT OF BEGINNING and containing 14.4200 acres (628,135 square feet) of land, more or less.

Compiled from survey by:
Prejean & Company, Inc.
Surveying and Mapping

Job No.256-4-9_BLDG_I2
Date: 11-03-2015

"EXHIBIT B"

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

RULES AND REGULATIONS

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
 - ☒ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
 - ☒ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
 - ☒ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
 - ☒ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
 - ☒ Freestanding identification signs shall not exceed 45 feet in height.
 - ☒ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
 - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"
Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

"EXHIBIT C"
Page 3 of 3

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.

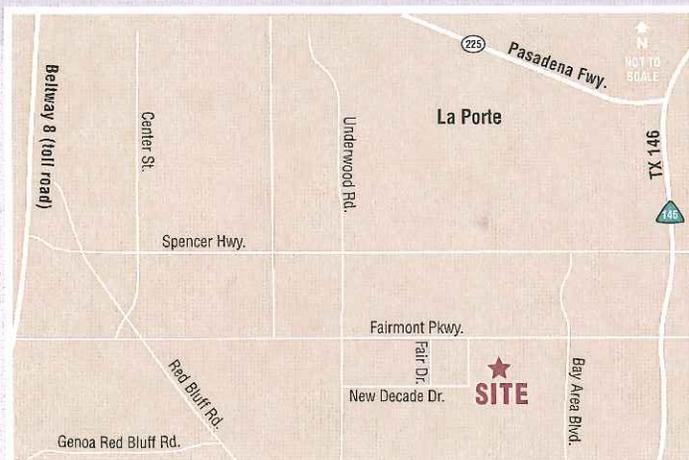
FOR LEASE AND BUILD TO SUIT SITES AVAILABLE

10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ, 77507



PROJECT FEATURES

- 613,092 Sq. Ft. Available
- Divisible to 17,000 Sq. Ft.
- Built to Suit Office
- ESFR Sprinkler Systems
- Truck Courts Rear Load - Building I1
- Cross Dock - Building I2
- Front Load - Building I3
- Up to 22 Acres Available for Build to Suits
- Less than 7 miles from Barbour's Cut and Bayport Container Terminals

For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com

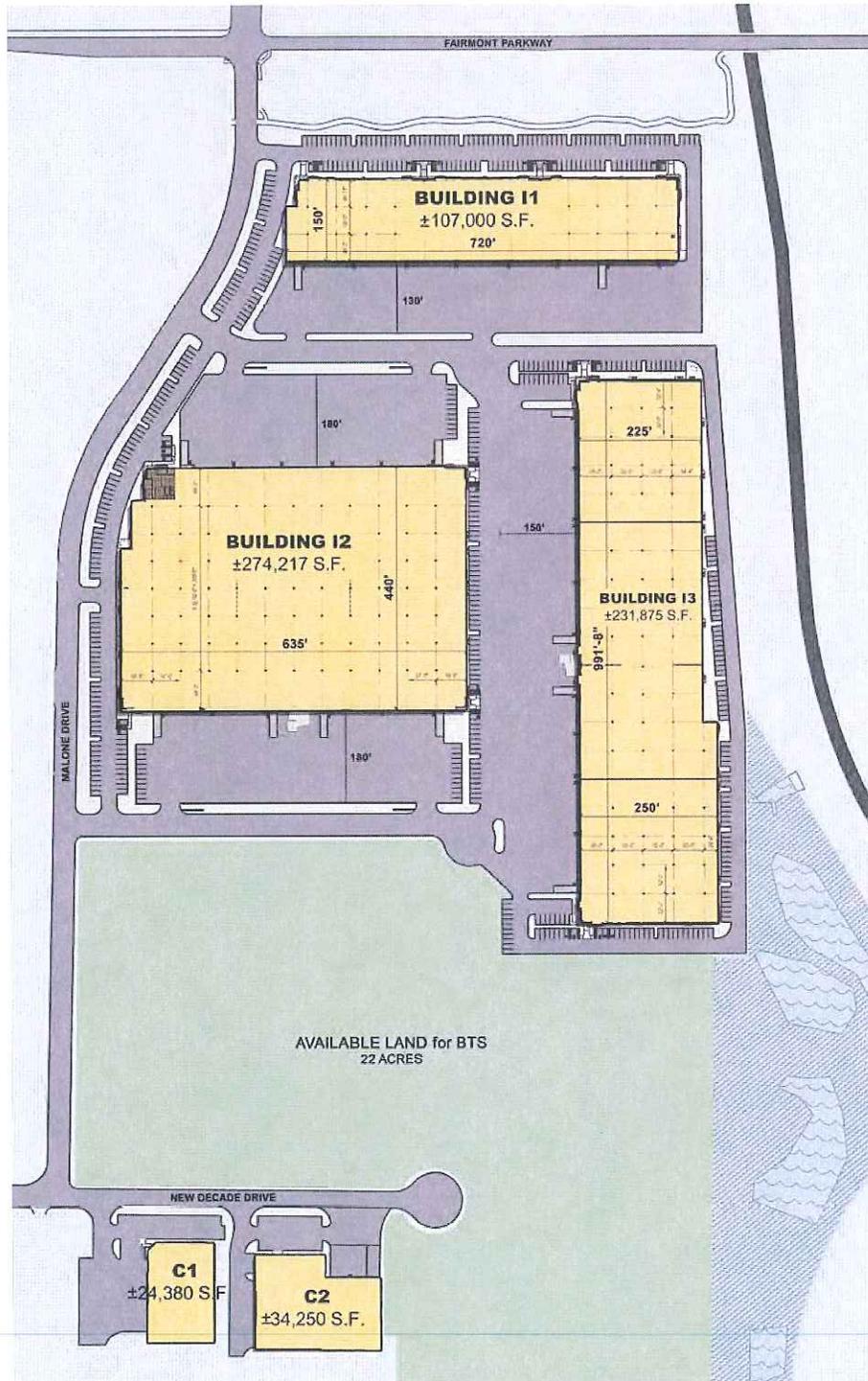
9821 Katy Freeway, Suite 440
Houston, TX 77024

Another Quality Development by:



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com



9821 Katy Freeway, Suite 440
Houston, TX 77024

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax, and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

ORDINANCE NO. 2007-IDA-144

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH CARSON BAYPORT 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Carson Bayport 3, LLC a Delaware Limited Liability Company (4033 Malone Dr) has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

Section 2. The Mayor, the City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED and **APPROVED**, this 25th day of April 2016.

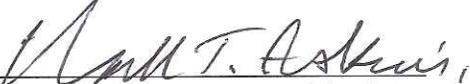
CITY OF LA PORTE

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:


Clark Askins, Assistant City Attorney

NO. 2007-IDA-144

STATE OF TEXAS

COUNTY OF HARRIS

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and CARSON BAYPORT 3, LLC, a DELAWARE LIMITED LIABILITY COMPANY corporation, hereinafter called "COMPANY",

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"

payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and
2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
 - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
 - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and
3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and

Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefore hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.

1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any

existing industrial district agreements after the effective date hereof and while this Agreement is in effect, which contains terms and provisions more favorable to the landowner than those in this Agreement, Company and its assigns shall have the right to amend this Agreement and City agrees to amend same to embrace the more favorable terms of such agreement or renewal agreement.

X.

The parties agree that this Agreement complies with existing laws pertaining to the subject and that all terms, considerations and conditions set forth herein are lawful, reasonable, appropriate, and not unduly restrictive of Company's business activities. Without such agreement neither party hereto would enter into this Agreement. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrase, clause, sentence, paragraph, section, article or other part of the Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

XI.

Upon the commencement of the term of this Agreement, all other previously existing industrial district agreements with respect to said Land shall terminate.

XII.

Notices by a party to the other party hereto, shall be mailed or delivered as follows:

To the City of La Porte:

City Manager
City of La Porte
604 West Fairmont Parkway
La Porte, TX 77571

To Company:

CARSON BAYPORT 3, LLC
(COMPANY)
Attention: DAN ZOCH Department
100 BAYVIEW CIRCLE #3500
NEWPORT BEACH, CA 92660

Company shall promptly notify City of any change of ownership of Property, any assignment of this Agreement, and of any change of billing address.

Company shall notify City annually, on or before June 1, of any changes to the following information:

Plant Manager

Name: DAN ZOCH
Address: 9821 KATY FREEWAY, SUITE 440
HOUSTON, TX 77024
Phone: 713-360-7929
Fax: 713-360-7952
Email: DZOCH@CARSONCOMPANIES.COM

Tax Agent/Billing Contact

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

SAME (with arrow pointing to the Tax Agent/Billing Contact fields)

ENTERED INTO effective the 1st day of January, 2008.

CARSON BAYBORT 3, LLC
(COMPANY)

By: _____
Name: DANIEL G. ZOCH
Title: SR. VICE PRESIDENT
Address: 100 BAYVIEW CIRCLE, 3500
NEWPORT BEACH, CA 92660

ATTEST:

CITY OF LA PORTE

City Secretary

By: _____
Louis R. Rigby
Mayor

APPROVED:

Knox W. Askins, for By: _____
Knox W. Askins
City Attorney
City of La Porte

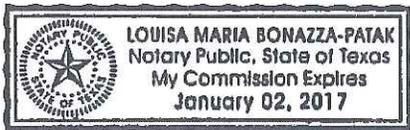
Corby D Alexander
City Manager

P.O. Box 1218
La Porte, TX 77572-1218
281.471.1886
281.471.2047 fax
knoxaskins@comcast.net

CITY OF LA PORTE
604 West Fairmont Parkway
La Porte, TX 77571

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 24th day of FEBRUARY, 2016 by DANIEL GZEKAT, SR. VICE PRESIDENT of CARSON BAYPORTS, LLC corporation, a Delaware corporation, on behalf of said entity. limited liability corporation



Louisa M. Patak
Notary Public, State of Texas

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the ___ day of _____, 20___, by Louis R. Rigby, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

Notary Public, State of Texas

"EXHIBIT A"

(Metes and Bounds Description of Land)

BUILDING 11
METES & BOUNDS DESCRIPTION
10.1307 ACRES OF LAND
BEING ALL OF RESTRICTED RESERVE "C" AND A PORTION OF "D"
BLOCK 3
BAYPORT NORTH INDUSTRIAL PARK II
HARRIS COUNTY, TEXAS

All that certain 10.1307 acres of land being all of Restricted Reserve "C" and a portion of "D", Block 3, Bayport North Industrial Park II, according to the plat thereof filed in the Map Records of Harris County, Texas in Film Code No. 625094, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" iron rod with cap for corner marking the north cutback corner of a 20' cutback line for the intersection of the south right-of-way line of Fairmont Parkway (250' wide) and the east right-of-way line of Malone Drive (60' wide private access and private utility easement);

THENCE N 86° 50' 09" E - 548.82', with said south right-of-way line to a found 5/8" iron rod with cap for an angle corner;

THENCE N 86° 59' 50" E - 278.15', continuing with said south right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE S 7° 16' 23" E - 481.33', with the east line of said Bayport North Industrial Park II to a found 5/8" iron rod with cap for corner;

THENCE S 86° 56' 49" W - 456.15' to a set 5/8" iron rod with cap for corner;

THENCE S 3° 09' 51" E - 13.16' to a set 5/8" iron rod with cap for corner;

THENCE S 86° 50' 09" W - 581.63' to a set 5/8" iron rod with cap for corner;

THENCE N 30° 03' 50" E - 127.16', with the east right-of-way line of said Malone Drive to a found 5/8" iron rod with cap for the Point of Curvature of a curve to the left having a central angle of 33° 13' 41", a radius of 530.00', a chord bearing of N 13° 27' 00" E - 303.08';

THENCE with said curve to the left and continuing with said east right-of-way line an arc distance of 307.37' to a found 5/8" iron rod with cap for the Point of Tangency;

THENCE N 3° 09' 51" W - 76.37', continuing with said east right-of-way line to a found 5/8" iron rod with cap for the south cutback corner of the aforementioned 20' cutback line;

THENCE N 41° 50' 09" E - 28.28', with said 20' cutback line to the POINT OF BEGINNING and containing 10.1307 acres (441,293 square feet) of land, more or less.

Compiled from survey by:
Prejean & Company, Inc.
Surveying and Mapping

Job No.256-4-9_BLDG_11
Date: 11-03-2015

"EXHIBIT B"

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

"EXHIBIT C"
Page 1 of 3

RULES AND REGULATIONS

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
 - ∅ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
 - ∅ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
 - ∅ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
 - ∅ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
 - ∅ Freestanding identification signs shall not exceed 45 feet in height.
 - ∅ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
 - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"
Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

"EXHIBIT C"
Page 3 of 3

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.

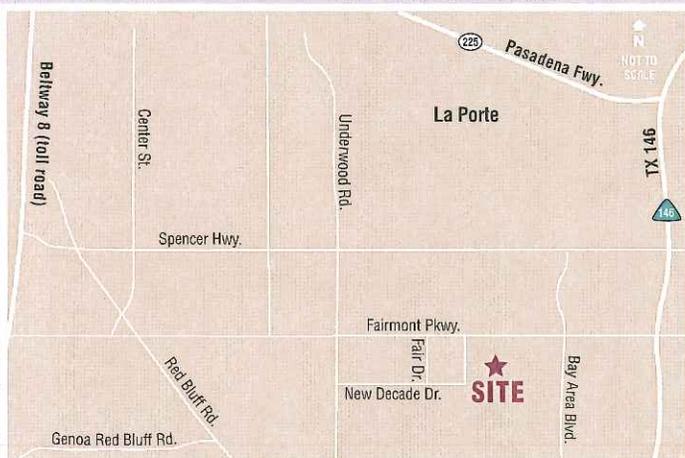
FOR LEASE AND BUILD TO SUIT SITES AVAILABLE

10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ, 77507



PROJECT FEATURES

- 613,092 Sq. Ft. Available
- Divisible to 17,000 Sq. Ft.
- Built to Suit Office
- ESFR Sprinkler Systems
- Truck Courts Rear Load - Building I1
- Cross Dock - Building I2
- Front Load - Building I3
- Up to 22 Acres Available for Build to Suits
- Less than 7 miles from Barbour's Cut and Bayport Container Terminals

For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com

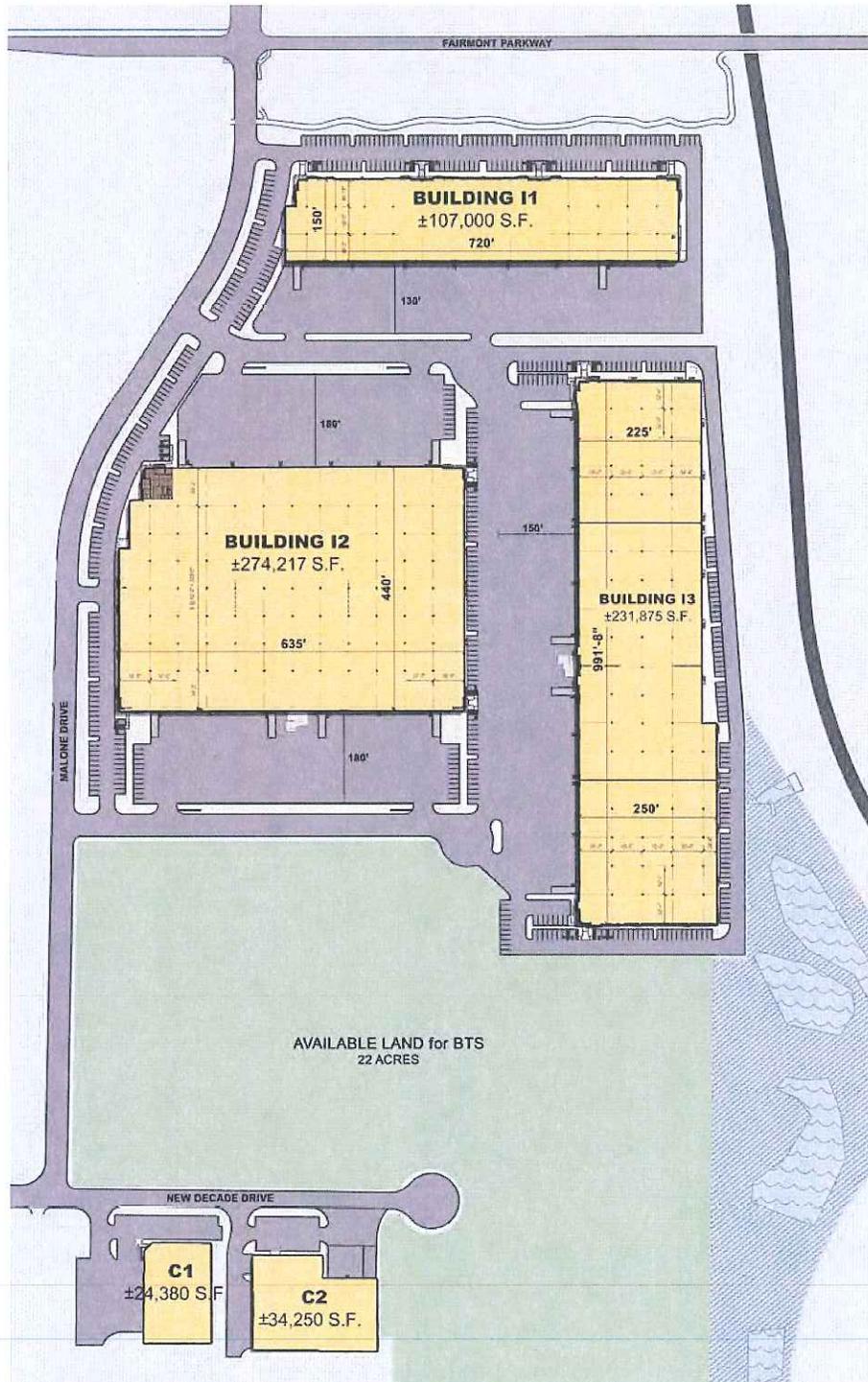
9821 Katy Freeway, Suite 440
Houston, TX 77024

Another Quality Development by:



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com



9821 Katy Freeway, Suite 440
Houston, TX 77024

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax, and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

ORDINANCE NO. 2007-IDA-145

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH CARSON BAYPORT 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Carson Bayport 3, LLC a Delaware Limited Liability Company (10344 New Decade) has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

Section 2. The Mayor, the City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED and **APPROVED**, this 25th day of April 2016.

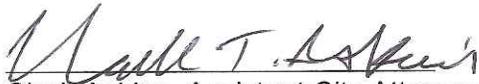
CITY OF LA PORTE

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:


Clark Askins, Assistant City Attorney

NO. 2007-IDA- 145 '
STATE OF TEXAS '
COUNTY OF HARRIS '

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and CARSON BAYPORT 3, LLC, a DELAWARE LIMITED LIABILITY COMPANY corporation, hereinafter called "COMPANY",

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"

payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and

2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
 - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
 - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and
3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and

Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefore hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.

1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any

existing industrial district agreements after the effective date hereof and while this Agreement is in effect, which contains terms and provisions more favorable to the landowner than those in this Agreement, Company and its assigns shall have the right to amend this Agreement and City agrees to amend same to embrace the more favorable terms of such agreement or renewal agreement.

X.

The parties agree that this Agreement complies with existing laws pertaining to the subject and that all terms, considerations and conditions set forth herein are lawful, reasonable, appropriate, and not unduly restrictive of Company's business activities. Without such agreement neither party hereto would enter into this Agreement. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of this Agreement or the application thereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrase, clause, sentence, paragraph, section, article or other part of the Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

XI.

Upon the commencement of the term of this Agreement, all other previously existing industrial district agreements with respect to said Land shall terminate.

XII.

Notices by a party to the other party hereto, shall be mailed or delivered as follows:

To the City of La Porte:

City Manager
City of La Porte
604 West Fairmont Parkway
La Porte, TX 77571

To Company:

CARSON BAYPORT 3, LLC
(COMPANY)
Attention: DAN ZOCH Department
100 BAYVIEW CIRCLE #3500
NEWPORT BEACH, CA 92660

Company shall promptly notify City of any change of ownership of Property, any assignment of this Agreement, and of any change of billing address.

Company shall notify City annually, on or before June 1, of any changes to the following information:

Plant Manager

Name: DAN ZOCH
Address: 9821 KATY FREEWAY, SUITE 440
HOUSTON, TX 77024
Phone: 713-360-7929
Fax: 713-360-7952
Email: DZOCH@CARSONCOMPANIES.COM

Tax Agent/Billing Contact

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

SAME (with arrow pointing to the Tax Agent/Billing Contact fields)

ENTERED INTO effective the 1st day of January, 2008.

CARSON BAYPORT 3, LLC
(COMPANY)

By: _____
Name: DANIEL G. ZOCH
Title: SR. VICE PRESIDENT
Address: 100 BAYVIEW CIRCLE, 3500
NEWPORT BEACH, CA 92660

ATTEST:

CITY OF LA PORTE

City Secretary

By:

Louis R. Rigby
Mayor

APPROVED:

Knox W. Askins for By:
Knox W. Askins
City Attorney
City of La Porte

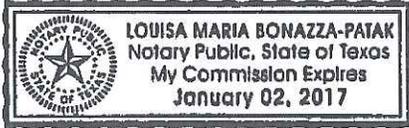
Corby D Alexander
City Manager

P.O. Box 1218
La Porte, TX 77572-1218
281.471.1886
281.471.2047 fax
knoxaskins@comcast.net

CITY OF LA PORTE
604 West Fairmont Parkway
La Porte, TX 77571

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 24th day of FEBRUARY, 2016, by DANIEL GZECH, SR. VICE PRESIDENT of CARSON AIRPORTS, LLC corporation, a Delaware corporation, limited liability corporation on behalf of said entity.



Louisa M. Patak
Notary Public, State of Texas

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the ___ day of _____, 20___, by Louis R. Rigby, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

Notary Public, State of Texas

"EXHIBIT A"

(Metes and Bounds Description of Land)

SOUTH BUILDING C2
METES & BOUNDS DESCRIPTION
2.6919 ACRES OF LAND OUT OF
RESTRICTED RESERVE "E"
BLOCK 3
BAYPORT NORTH INDUSTRIAL PARK II
HARRIS COUNTY, TEXAS

All that certain 2.6919 acres of land out of Restricted Reserve "E", Block 3, Bayport North Industrial Park II, according to the plat thereof filed in the Map Records of Harris County, Texas in Film Code No. 625094, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" iron rod with cap marking the southwest corner of said Reserve "E"; THENCE N 2° 32' 48" W - 354.88', with the west line of said Reserve "E" to a found 5/8" iron rod with cap for an angle corner; THENCE N 1° 57' 16" W - 29.57', with the east right-of-way line of Malone Drive (60' wide private access and private utility easement) to a set 5/8" iron rod with cap for corner; THENCE N 87° 27' 55" E - 279.90' to a set 5/8" iron rod with cap for the POINT OF BEGINNING of the herein described tract;

THENCE N 87° 27' 55" E - 305.00' to a set 5/8" iron rod with cap for corner;

THENCE S 2° 32' 05" E - 384.46' to a set 5/8" iron rod with cap for corner;

THENCE S 87° 27' 55" W - 305.00', with the south line of said Reserve "E" to a set 5/8" iron rod with cap for corner;

THENCE N 02° 32' 05" W - 384.46' to the POINT OF BEGINNING and containing 2.6919 acres (117,259 square feet) of land, more or less.

Compiled from survey by:
Prejean & Company, Inc.
Surveying and Mapping

Job No.256-4-9_SOUTH BUILDING C2
Date: 11-03-2015

"EXHIBIT B"

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

"EXHIBIT C"
Page 1 of 3

RULES AND REGULATIONS

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
 - ∅ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
 - ∅ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
 - ∅ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
 - ∅ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
 - ∅ Freestanding identification signs shall not exceed 45 feet in height.
 - ∅ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
 - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"
Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

"EXHIBIT C"
Page 3 of 3

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.

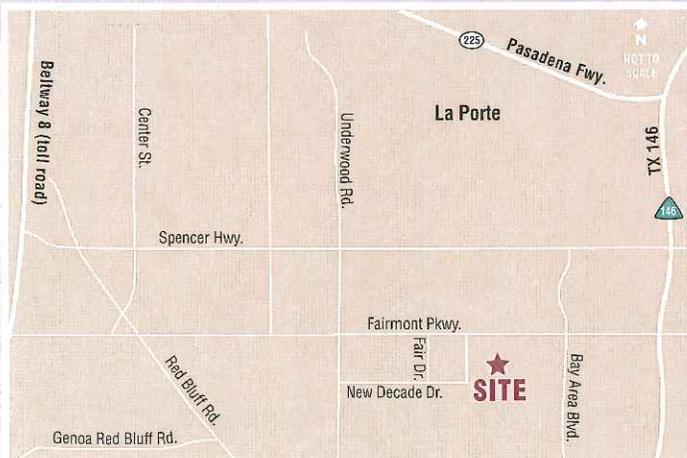
FOR LEASE AND BUILD TO SUIT SITES AVAILABLE

10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ, 77507



PROJECT FEATURES

- 613,092 Sq. Ft. Available
- Divisible to 17,000 Sq. Ft.
- Built to Suit Office
- ESFR Sprinkler Systems
- Truck Courts Rear Load - Building I1
- Cross Dock - Building I2
- Front Load - Building I3
- Up to 22 Acres Available for Build to Suits
- Less than 7 miles from Barbour's Cut and Bayport Container Terminals

For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com

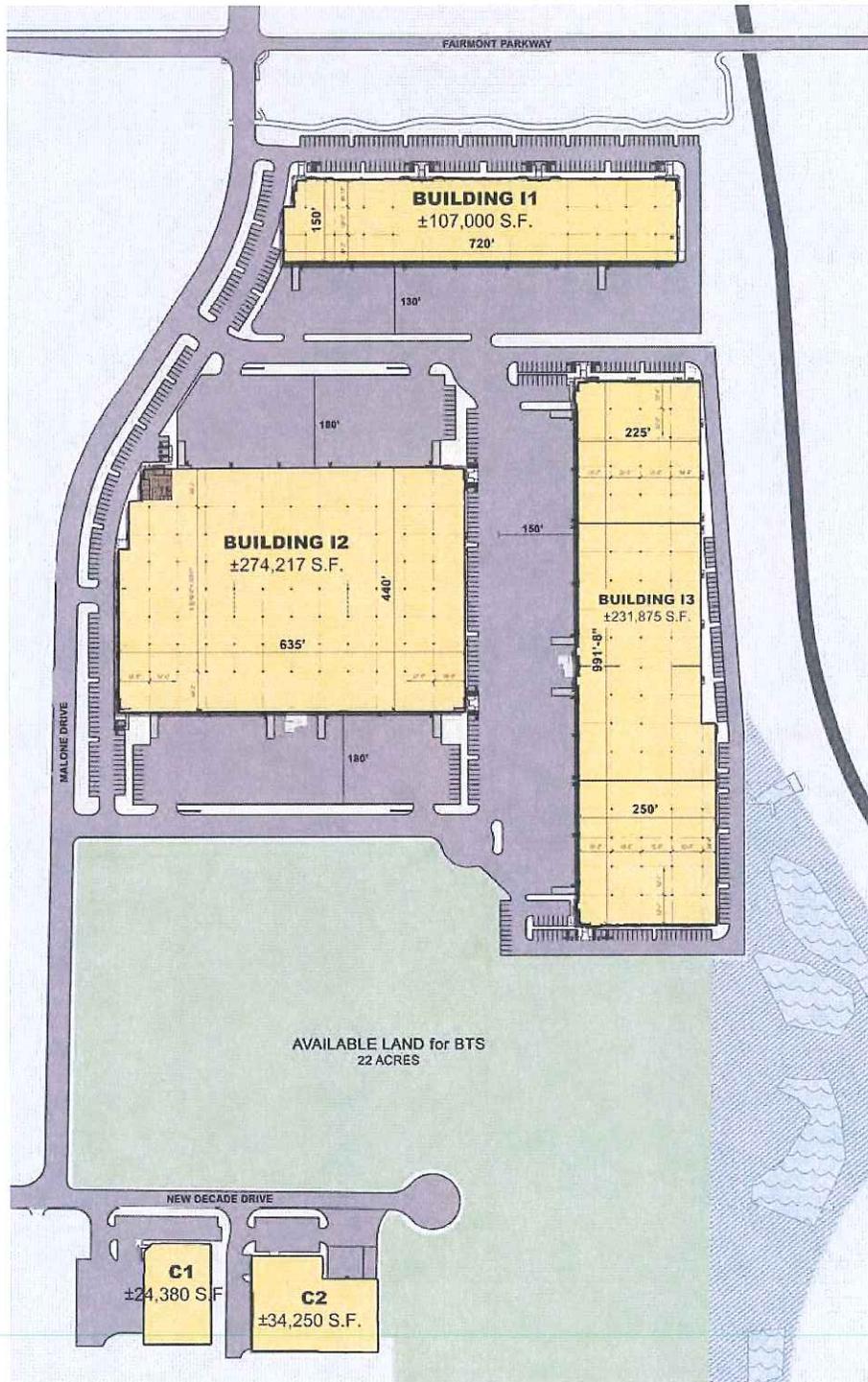
9821 Katy Freeway, Suite 440
Houston, TX 77024

Another Quality Development by:



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com



9821 Katy Freeway, Suite 440
Houston, TX 77024

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax, and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

ORDINANCE NO. 2007-IDA-146

AN ORDINANCE AUTHORIZING THE EXECUTION BY THE CITY OF LA PORTE OF AN INDUSTRIAL DISTRICT AGREEMENT WITH CARSON BAYPORT 3, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE TERM COMMENCING JANUARY 1, 2008, AND ENDING DECEMBER 31, 2019, MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW, AND PROVIDING AN EFFECTIVE DATE HEROF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Carson Bayport 3, LLC a Delaware Limited Liability Company (10322 New Decade) has executed an industrial district agreement with the City of La Porte, for the term commencing January 1, 2008, and ending December 31, 2019, a copy of which is attached hereto, incorporated by reference herein, and made a part hereof for all purposes.

Section 2. The Mayor, the City Manager, the City Secretary, and the City attorney of the City of La Porte, be and they are hereby, authorized and empowered to execute and deliver on behalf of the City of La Porte, the industrial district agreement with the corporation named in Section 1 hereof.

Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED and **APPROVED**, this 25th day of April 2016.

CITY OF LA PORTE

Louis R. Rigby, Mayor

ATTEST:

Patrice Fogarty, City Secretary

APPROVED:



Clark Askins, Assistant City Attorney

NO. 2007-IDA-146 :

STATE OF TEXAS :

COUNTY OF HARRIS :

INDUSTRIAL DISTRICT AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter called "CITY", and CARSON BAYPORT 3, LLC, a DELAWARE LIMITED LIABILITY COMPANY corporation, hereinafter called "COMPANY",

W I T N E S S E T H:

WHEREAS, it is the established policy of the City Council of the City of La Porte, Texas, to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability and growth of the City and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the City and its citizens; and

WHEREAS, pursuant to its policy, City has enacted Ordinance No. 729, designating portions of the area located in its extraterritorial jurisdiction as the "Battleground Industrial District of La Porte, Texas", and Ordinance No. 842A, designating portions of the area located in its extraterritorial jurisdiction as the "Bayport Industrial District of La Porte, Texas", hereinafter collectively called "District", such Ordinances being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, Company is the owner of land within a designated Industrial District of the City of La Porte, said land being legally described on the attached Exhibit "A" (hereinafter "Land"); and said Land being more particularly shown on a plat attached as Exhibit "B", which plat describes the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte; and

WHEREAS, City desires to encourage the expansion and growth of industrial plants within said Districts and for such purpose desires to enter into this Agreement with Company pursuant to Ordinance adopted by the City Council of said City and recorded in the official minutes of said City:

FINAL DRAFT: November 1, 2007

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under the Municipal Annexation Act and the Ordinances of City referred to above, City and Company hereby agree with each other as follows:

I.

City covenants, agrees and guarantees that during the term of this Agreement, provided below, and subject to the terms and provisions of this Agreement, said District shall continue to retain its extraterritorial status as an industrial district, at least to the extent that the same covers the Land belonging to Company and its assigns, unless and until the status of said Land, or a portion or portions thereof, as an industrial district may be changed pursuant to the terms of this Agreement. Subject to the foregoing and to the later provisions of this Agreement, City does further covenant, agree and guarantee that such industrial district, to the extent that it covers said Land lying within said District and not now within the corporate limits of City, shall be immune from annexation by City during the term hereof (except as hereinafter provided) and shall have no right to have extended to it any services by City, and that all Land, including that which has been heretofore annexed, shall not have extended to it by ordinance any rules and regulations (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatever control over the conduct of business thereon; provided, however, any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146, shall be subject to the rules and regulations attached hereto as Exhibit "C" and made a part hereof; and provided, however, it is agreed that City shall have the right to institute or intervene in any administrative and/or judicial proceeding authorized by the Texas Water Code, the Texas Clean Air Act, the Texas Health & Safety Code, or other federal or state environmental laws, rules or regulations, to the same extent and to the same intent and effect as if all Land covered by this Agreement were not subject to the Agreement.

II.

In the event that any portion of the Land has heretofore been annexed by City, Company agrees to render and pay full City ad valorem taxes on such annexed Land and improvements, and tangible personal property.

Under the terms of the Texas Property Tax Code (S.B. 621, Acts of the 65th Texas Legislature, Regular Session, 1979, as amended), the appraised value for tax purposes of the annexed portion of Land, improvements, and tangible personal property shall be determined by the Harris County Appraisal District. The parties hereto recognize that said Appraisal District has no authority to appraise the Land, improvements, and tangible personal property in the unannexed area for the purpose of computing the "in lieu"

payments hereunder. Therefore, the parties agree that the appraisal of the Land, improvements, and tangible personal property in the unannexed area shall be conducted by City, at City's expense, by an independent appraiser of City's selection. The parties recognize that in making such appraisal for "in lieu" payment purposes, such appraiser must of necessity appraise the entire (annexed and unannexed) Land, improvements, and tangible personal property.

Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

III.

A. The properties upon which the "in lieu of" taxes are assessed are more fully described in subsections 1, 2, and 3 of subsection C, of this Paragraph III (sometimes collectively called the "Property"); provided, however, pollution control equipment installed on the Land which is exempt from ad valorem taxation pursuant to the provisions of Sec. 11.31 of the Texas Property Tax Code is exempt from ad valorem taxation and "in lieu of taxes" hereunder. Property included in this Agreement shall not be entitled to an agricultural use exemption for purposes of computing "in lieu of taxes" hereunder.

B. On or before the later of December 31, 2008, or 30 days from mailing of tax bill and in like manner on or before each December 31st thereafter, through and including December 31, 2019, Company shall pay to City an amount of "in lieu of taxes" on Company's Property as of January 1st of the current calendar year ("Value Year").

C. Company and City agree that the following percentages ("Percentage Amount") shall apply during each of the Value Years:

Value Year 2008:	62%
Value Year 2009:	62%
Value Year 2010:	62%
Value Year 2011:	62%
Value Year 2012:	62%
Value Year 2013:	62%
Value Year 2014:	63%
Value Year 2015:	63%
Value Year 2016:	63%
Value Year 2017:	63%
Value Year 2018:	63%
Value Year 2019:	63%

Company agrees to pay to City an amount of "in lieu of taxes" on Company's land, improvements and tangible personal property in the unannexed area equal to the sum of:

1. Percentage Amount of the amount of ad valorem taxes which would be payable to City if all of the Company's Land and improvements which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such Land and improvements to which subparagraph 2, below applies), had been within the corporate limits of City and appraised each year by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code; and
2. (a) On any Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) dedicated to new construction, in excess of the appraised value of same on January 1, 2007, resulting from new construction (exclusive of construction in progress, which shall be exempt from taxation), for each Value Years following completion of construction in progress, an amount equal to Twenty-five percent (25%), if construction is completed in Value years 2008 through 2013; and Twenty percent (20%), if construction is completed in Value years 2014 through 2019, of the amount of ad valorem taxes which would be payable to City if all of said new construction had been within the corporate limits of City and appraised by City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

In the case of new construction which is completed in Value Year 2016 or later, and provided, further, that City and Company enter into an Industrial District Agreement after the expiration of this Industrial District Agreement, then, and in such events, such new construction shall be entitled to additional Value Years under the new Agreement at a Twenty percent (20%) valuation under this subparagraph (a), for a total of six (6) Value Years, but not extending beyond Value Year 2022.

- (b) A Substantial Increase in value of the Land, improvements, and tangible personal property (excluding inventory) as used in subparagraph 2(a) above, is defined as an increase in value that is the lesser of either:
 - i. at least Five percent (5%) of the total appraised value of Land and improvements, on January 1, 2007; or
 - ii. a cumulative value of at least \$3,500,000.00.

For the purposes of this Agreement, multiple projects that are completed in a Value Year can be cumulated to arrive at the amount for the increase in value.

- (c) If existing Property values have depreciated below the Property value established on January 1, 2007, an amount equal to the amount of the depreciation will be removed from the calculation under this subparagraph 2 to restore the value to the January 1, 2007, value; and
3. Percentage Amount of the amount of ad valorem taxes which would be payable to City on all of the Company's tangible personal property of every description, located in an industrial district of City, including, without limitation, inventory, (including inventory in a federal Foreign Trade Zone and including Freeport exempted inventory), oil, gas, and mineral interests, items of leased equipment, railroads, pipelines, and products in storage located on the Land, if all of said tangible personal property which existed on January 1, 2008, and each January 1 thereafter of the applicable Value Year during the term of this Agreement, (excluding amounts which would be so payable with respect to any Substantial Increase in value of such tangible personal property to which subparagraph 2, above applies), had been within the corporate limits of City and appraised each year by the City's independent appraiser, in accordance with the applicable provisions of the Texas Property Tax Code.

with the sum of 1, 2 and 3 reduced by the amount of City's ad valorem taxes on the annexed portion thereof as determined by appraisal by the Harris County Appraisal District.

4. Notwithstanding the above, should City elect to grant the freeport inventory exemption authorized by Article VIII, Section 1-j of the Texas Constitution and Section 11.251 of the Texas Property Tax Code to taxpayers within the City limits, then the freeport inventory exemption shall apply to parties to this Agreement. Further, should inventory or any other class or type of property become exempt from taxation by constitutional amendment or act of the Texas Legislature (including, but not limited to, Article VIII, Section 1-n, of the Texas Constitution and Section 11.253 of the Texas Property Tax Code), such class or type of property shall be exempt for purposes of this Agreement, unless the City Council of the City of La Porte shall by Ordinance provide for the continued taxation of such property under the authority of any applicable provisions of the Texas Constitution and Texas Statutes.

5. City and Company acknowledge circumstances might require the City to provide emergency services to Company's Property described on Exhibit "A" attached hereto. Emergency services are limited to fire, police, and public works emergency services. If Company is not a member of Channel Industries Mutual Aid Association (CIMA), Company agrees to reimburse City for its costs arising out of any emergency response requested by Company to Company's property, and to which City agrees to respond. If Company is a member of CIMA, the obligations of Company and City shall be governed by the CIMA agreement, to which agreement City is a party.

IV.

This Agreement shall extend for a period beginning on the 1st day of January, 2008, and continuing thereafter until December 31, 2019, unless extended for an additional period or periods of time upon mutual consent of Company and City as provided by the Municipal Annexation Act; provided, however, that in the event this Agreement is not so extended for an additional period or periods of time on or before August 31, 2019, the agreement of City not to annex property of Company within the District shall terminate. In that event, City shall have the right to commence immediate annexation proceedings as to all of Company's property covered by this Agreement, notwithstanding any of the terms and provisions of this Agreement.

Company agrees that if the Texas Municipal Act, Section 42.044, Texas Local Government Code, is amended after January 1, 1994, or any new legislation is thereafter enacted by the Legislature of the State of Texas which imposes greater restrictions on the right of City to annex land belonging to Company or imposes further obligations on City in connection therewith after the annexation of such land, Company will waive the right to require City to comply with any such additional restrictions or obligations and the rights of the parties shall be then determined in accordance with the provisions of said Texas Municipal Annexation Act as the same existed January 1, 1994.

V.

This Agreement may be extended for an additional period or periods by agreement between City and Company and/or its assigns even though it is not extended by agreement between City and all of the owners of all land within the District of which it is a part.

VI.

A. In the event Company elects to protest the valuation for tax purposes set on its said properties by City or by the Harris County Appraisal District for any year or years during the terms hereof, nothing in this Agreement shall preclude such protest and

Company shall have the right to take all legal steps desired by it to reduce the same.

Notwithstanding such protest by Company, and except as otherwise provided in Article VI(B), Company agrees to pay to City on or before the date therefore hereinabove provided, at least the total of (a) the total amount of ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu of taxes" on the unannexed portions of Company's hereinabove described property which would be due to City in accordance with the foregoing provisions of this Agreement on the basis of renditions which shall be filed by Company.

When the City or Harris County Appraisal District (as the case may be) valuation on said property of Company has been so finally determined, either as the result of final judgment of a court of competent jurisdiction or as the result of other final conclusion of the controversy, then within thirty (30) days thereafter Company shall make payment to City of any additional payment due hereunder, or City shall make payment to Company of any refund due, as the case may be, based on such final valuation, together with applicable penalties, interests, and costs.

B. Should Company disagree with any appraisal made by the independent appraiser selected by City pursuant to Article II above (which shall be given in writing to Company), Company shall, within twenty (20) calendar days of receiving City's invoice, give written notice to the City of such disagreement. In the event Company does not give such written notice of disagreement within such time period, the appraisal made by said independent appraiser shall be final and controlling for purposes of the determination of "in lieu of taxes" payments to be made under this Agreement.

Should Company give such notice of disagreement, Company shall also submit to the City with such notice a written statement setting forth what Company believes to be the market value of Company's hereinabove described property. Both parties agree to thereupon enter into good faith negotiations in an attempt to reach an agreement as to the market value of Company's property for "in lieu" purposes hereunder. If, after the expiration of thirty (30) days from the date the notice of disagreement was received by City, the parties have not reached agreement as to such market value, the parties agree to submit the dispute to final arbitration as provided in subparagraph 1 of this Article VI(B).

Notwithstanding any such disagreement by Company, Company agrees to pay to City on or before December 31 of each year during the term hereof, at least the total of (a) the ad valorem taxes on the annexed portions, plus (b) the total amount of the "in lieu" payments which would be due hereunder on the basis of Company's written valuations statement submitted to City by Company hereunder, or the total assessment and "in lieu of taxes" thereon for the last preceding year, whichever is higher.

1. A Board of Arbitrators shall be created composed of one person named by Company, one by City, and a third to be named by those two. In case of no agreement on this arbitrator in 10 days, the parties will join in a written request that the Chief Judge of the U.S. District Court for the Southern District of Texas appoint the third arbitrator who, (as the "Impartial Arbitrator") shall preside over the arbitration proceeding. The sole issue to be determined in the arbitration shall be resolution of the difference between the parties as to the fair market value of Company's property for calculation of the "in lieu" payment and total payment hereunder for the year in question. The Board shall hear and consider all relevant and material evidence on that issue including expert opinion, and shall render its written decision as promptly as practicable. That decision shall then be final and binding upon the parties, subject only to judicial review as may be available under the Texas General Arbitration Act (Chapter 171, "General Arbitration", Texas Civil Practice and Remedies Code). Costs of the arbitration shall be shared equally by the Company and the city, provided that each party shall bear its own attorneys fees.

VII.

City shall be entitled to a tax lien on Company's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default in payment of "in lieu of taxes" payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes, and which shall be collectible by City in the same manner as provided by law for delinquent taxes.

VIII.

This Agreement shall inure to the benefit of and be binding upon City and Company, and upon Company's successors and assigns, affiliates and subsidiaries, and shall remain in force whether Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the property belonging to it within the territory hereinabove described, and the agreements herein contained shall be held to be covenants running with the land owned by Company situated within said territory, for so long as this Agreement or any extension thereof remains in force. Company shall give City written notice within ninety (90) days, with full particulars as to property assigned and identity of assignee, of any disposition of the Land, and assignment of this Agreement.

IX.

If City enters into an Agreement with any other landowner with respect to an industrial district or enters into a renewal of any

Plant Manager

Name: DAN ZOCH
Address: 9821 KATY FREEWAY, SUITE 440
HOUSTON, TX 77024
Phone: 713-360-7929
Fax: 713-360-7952
Email: DZOCH@CARSONCOMPANIES.COM

Tax Agent/Billing Contact

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

SAME

ENTERED INTO effective the 1st day of January, 2008.

CARSON BAYBORT 3, LLC
(COMPANY)

By: _____
Name: DANIEL G. ZOCH
Title: SR. VICE PRESIDENT
Address: 100 BAYVIEW CIRCLE, 3500
NEWPORT BEACH, CA 92660

ATTEST:

CITY OF LA PORTE

City Secretary

By: _____
Louis R. Rigby
Mayor

APPROVED:

Knox W. Askins
Knox W. Askins
City Attorney
City of La Porte

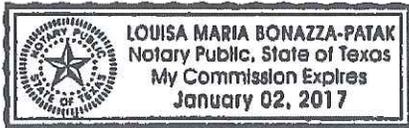
By: _____
Corby D Alexander
City Manager

P.O. Box 1218
La Porte, TX 77572-1218
281.471.1886
281.471.2047 fax
knoxaskins@comcast.net

CITY OF LA PORTE
604 West Fairmont Parkway
La Porte, TX 77571

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the 24th day of FEBRUARY, 2016 by DANIEL GZECH, SR. VICE PRESIDENT of CARSON AIRPORTS, LLC corporation, a Delaware corporation, limited liability corporation on behalf of said entity.



Louisa B. Patak
Notary Public, State of Texas

STATE OF TEXAS :
:
COUNTY OF HARRIS :

This instrument was acknowledged before me on the ___ day of _____, 20___, by Louis R. Rigby, Mayor of the City of La Porte, a municipal corporation, on behalf of said entity.

Notary Public, State of Texas

"EXHIBIT A"

(Metes and Bounds Description of Land)

SOUTH BUILDING C1
METES & BOUNDS DESCRIPTION
2.4725 ACRES OF LAND OUT OF
RESTRICTED RESERVE "E"
BLOCK 3
BAYPORT NORTH INDUSTRIAL PARK II
HARRIS COUNTY, TEXAS

All that certain 2.4725 acres of land out of Restricted Reserve "E", Block 3, Bayport North Industrial Park II, according to the plat thereof filed in the Map Records of Harris County, Texas in Film Code No. 625094, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" iron rod with cap marking the southwest corner of said Reserve "E";

THENCE N 2° 32' 48" W - 354.88', with the west line of said Reserve "E" to a found 5/8" iron rod with cap for an angle corner;

THENCE N 1° 57' 16" W - 29.57', with the east right-of-way line of Malone Drive (60' wide private access and private utility easement) to a set 5/8" iron rod with cap for corner;

THENCE N 87° 27' 55" E - 279.90' to a set 5/8" iron rod with cap for corner;

THENCE S 2° 32' 05" E - 384.46' to a set 5/8" iron rod with cap for corner;

THENCE S 87° 27' 55" W - 280.13', with the south line of said Reserve "E" to the POINT OF BEGINNING and containing 2.4725 acres (107,707 square feet) of land, more or less.

Compiled from survey by:
Prejean & Company, Inc.
Surveying and Mapping

Job No.256-4-9_SOUTH BUILDING C1
Date: 11-03-2015

"EXHIBIT B"

Attach Plat reflecting the ownership boundary lines; a site layout, showing all improvements, including pipelines and railroads, and also showing areas of the Land previously annexed by the City of La Porte.)

"EXHIBIT C"
Page 1 of 3

RULES AND REGULATIONS

Any portion of Land constituting a strip of land 100' wide and contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be subject to the following rules and regulations pertaining to new signage, screening, driveways and median crossovers. These rules and regulations shall apply after the effective date of this Agreement when Company develops or constructs improvements on vacant Land described in Exhibit "A" which is adjacent to Fairmont Parkway, State Highway 225, or State Highway 146.

1. Any sign erected in said 100' strip of land shall be subject to the following provisions:
 - ∅ One freestanding identification sign shall be permitted for each side of an industrial establishment that fronts on an improved public right-of-way.
 - ∅ Freestanding identification signs for single tenant buildings shall not exceed 150 square feet in area.
 - ∅ One freestanding identification sign for identifying multiple businesses is allowable at the intersection of improved public rights-of-way.
 - ∅ Freestanding identification signs for multiple businesses shall not exceed 350 square feet.
 - ∅ Freestanding identification signs shall not exceed 45 feet in height.
 - ∅ Minimum setback for sign construction shall be ten (10) feet from property lines.
2. When Land adjacent to said 100' strip is developed, the initial 50' of said strip beyond any existing pipeline easement contiguous to either Fairmont Parkway, State Highway 225, or State Highway 146 shall be screened by one of the following techniques:
 - a) Leaving in place existing trees, vegetation, underbrush, etc. to provide a thorough and effective visual screening of the development. Existing trees shall, together with other vegetation and underbrush, create a continuous visual screen.

"EXHIBIT C"
Page 2 of 3

- b) The use of earthen berms with approximately 3:1 side slopes, 50' wide at the base and 8' high. The berms may be landscaped with a combination of trees, shrubs, and ground cover. All berms and landscaping will be maintained by the property owners.
- c) A screening plan, to be approved by the City, that includes a combination of trees, shrubs, and ground cover that after 5 years growth will be at least 20 feet in height and shall, together with shrubs and ground cover, create a continuous visual screen. Provided, however, in public utility easements or rights-of-way, the vegetation shall be installed and maintained in a manner which is acceptable to the public utility company, and does not interfere with the operation and maintenance of the public utility facilities.

For items b and c above, the actual length of required screening along the roadway will be equal to the length of the new development that is parallel to the roadway. Screening shall not be required for new development that is to the rear of or behind existing facilities.

In all cases the 50' strip, along the entire roadway frontage, shall be dedicated as a landscape easement and shall be kept free from any improvements except for approved driveway access and identification signs.

For cases of new development or improvements where a 50' landscape easement is not available or practical, Company shall meet with City to determine a suitable landscaping alternative.

- d) In the case of land contiguous to Fairmont Parkway, in addition to the other requirements of these Rules and Regulations, Company shall dedicate to City by Plat a ten foot (10') wide pedestrian and bicycle easement, extending along Company's Fairmont Parkway boundary, within the fifty foot (50') landscape easement. The pedestrian easement shall not be within any pipeline facility, except for necessary crossings.
3. Driveways opening from said strip of land onto State Highway 225 or State Highway 146 shall be subject to the rules and regulations of the Texas Department of Transportation and provisions of the City's Code of Ordinances, whichever is more restrictive.

Driveways opening from said strip of land onto Fairmont Parkway shall be subject to the rules and regulations of Harris County and provisions of the City's Code of Ordinances, whichever is more restrictive.

"EXHIBIT C"
Page 3 of 3

4. Driveways opening from said strip of land onto Fairmont Parkway shall be approved by the City and may require the installation of separate acceleration/deceleration lanes.
5. Installation of a median crossover on Fairmont Parkway shall be subject to the approval of both Harris County and City.

FOR LEASE AND BUILD TO SUIT SITES AVAILABLE

10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ, 77507



PROJECT FEATURES

- 613,092 Sq. Ft. Available
- Divisible to 17,000 Sq. Ft.
- Built to Suit Office
- ESFR Sprinkler Systems
- Truck Courts Rear Load - Building I1
- Cross Dock - Building I2
- Front Load - Building I3
- Up to 22 Acres Available for Build to Suits
- Less than 7 miles from Barbour's Cut and Bayport Container Terminals

For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com

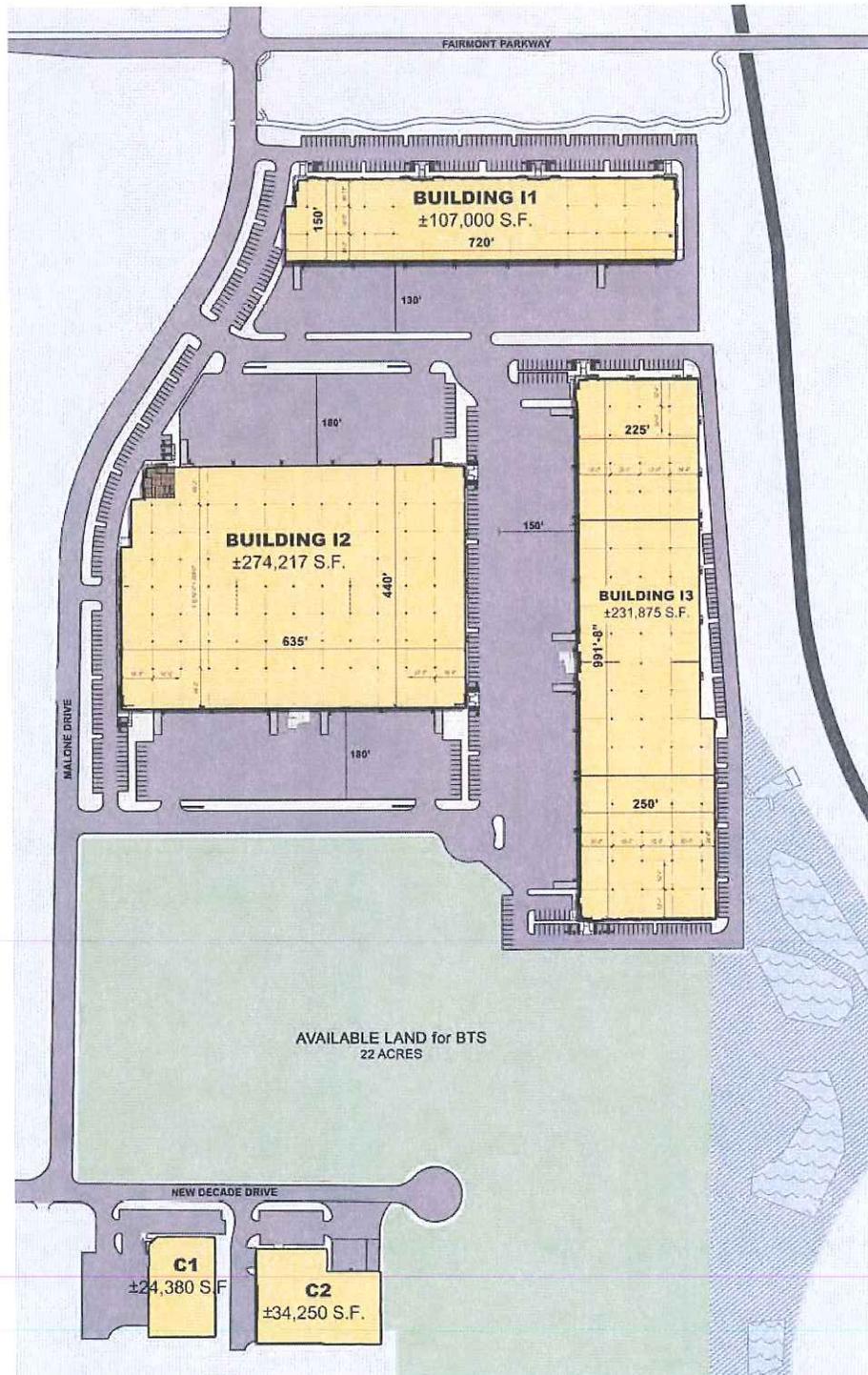
9821 Katy Freeway, Suite 440
Houston, TX 77024

Another Quality Development by:



10140 Fairmont Parkway
Harris County, City of LaPorte ETJ

CARSON BAYPORT 3



For Further Information:

Daniel G. Zoch
(713) 360-7929
dzoch@carsoncompanies.com



9821 Katy Freeway, Suite 440
Houston, TX 77024

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: April 25, 2016

Appropriation

Requested By: Sharon Valiante

Source of Funds:

Department: Public Works

Account Number:

Report: Resolution: Ordinance:

Amount Budgeted:

Other:

Amount Requested:

Budgeted Item: YES NO

Attachments :

1. La Porte SWOT

SUMMARY & RECOMMENDATIONS

The City budgeted for an Airport Business Study in the FY16 budget. In conjunction with TXDOT, R.A. Wiedemann & Associates was selected as the consultant to complete this business study. The first step in the process is to obtain feedback and input from key stakeholders. Mr. Randal Wiedemann is conducting a number of public forums this week, which include discussions with the FBOs at the airport, key local and regional stakeholders, and representatives of surrounding HOAs.

This item has been placed on the agenda to allow the Council an opportunity to express vision, priorities, and desires for the future of the airport. Mr. Wiedemann will be present to discuss an overview of the project with the Council and receive feedback.

Action Required of Council:

Discuss the future of La Porte Municipal Airport.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



La Porte Municipal Airport

April 25, 2016

BUSINESS PLAN & SWOT



R.A. Wiedemann &
Associates, Inc.

AVIATION CONSULTANTS

Presentation Outline

- SWOT Analysis
- Airport Business Plan Process
- Project Schedule
- Next Steps

La Porte Municipal Airport Business Plan



SWOT Analysis

INTERNAL ATTRIBUTES:

- Strengths
- Weaknesses

EXTERNAL ATTRIBUTES:

- Opportunities
- Threats

SWOT Overview

- Not a Strategy Session
- Meeting to Identify Airport Operating Environment
- Business Plan Will Use SWOT Results to Develop Strategies

La Porte Municipal Airport Business Plan



W R.A. Wiedemann &
Associates, Inc.
AVIATION CONSULTANTS

20250 E. 12th St. Suite 100, GEORGE
WYOMING, WY 82149
307.686.1234
www.wiedemann.com

SWOT Components

La Porte Municipal Airport Business Plan



Airport Business Plan Flow

1

- Airport Issues, Data Collection, and SWOT

2

- Staffing and Management Structure

3

- Competitive Market Analysis

4

- Lease Policy and Hangar Development

5

- Baseline Revenue Forecast, Branding

6

- Revenue Options, Alternative Pro Formas

7

- Recommendations

Next Steps

- SWOT Initial Meetings - April
- Lease Analysis/Hangar Options – May
- Surveys/Forecasts - June
- Strategic Options – July/August/September
- Recommended Plan – Draft in October
- Final Presentation – After Reviews

La Porte Municipal Airport Business Plan



AS Questions? Comments

For More Information, Contact:
R.A. Wiedemann & Associates, Inc.
502-535-6570
www.rawiedemann.com



**Council Agenda Item
April 25, 2016**

- 7. (a) Receive report of the La Porte Development Corporation Board – Councilmember Engelken**



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8. ADMINISTRATIVE REPORTS

- La Porte Redevelopment Authority/La Porte Tax Reinvestment Zone Number One Meeting, Wednesday, April 27, 2016
- Zoning Board of Adjustment Meeting, Thursday, April 28, 2016
- City Council Meeting, Monday, May 9, 2016
- Planning and Zoning Commission Meeting, Thursday, May 19, 2016
- City Council Meeting, Monday, May 23, 2016
- Zoning Board of Adjustment Meeting, Thursday, May 26, 2016
- Memorial Day Observed, Monday, May 30, 2016

9. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers Zemanek, Leonard, Engelken, Earp, Clausen, J. Martin, K. Martin, Kaminski and Mayor Rigby

10. EXECUTIVE SESSION

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, in accordance with the authority contained in:

Texas Government Code, Section 551.074 – Personnel Matter: Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Denise Mitrano, Municipal Court Judge

Texas Government Code, Section 551.071(2) – Consultations with Attorney: Meet with City Attorney to discuss legal issues presented by use of Harris County issued overweight/oversize permits by commercial motor vehicles operating in La Porte corporate limits.

11. RECONVENE into regular session and consider action, if any, on item(s) discussed in executive session.
