

# **Tax Abatement Agreement between Lamar County, Texas and Mockingbird Solar Center, LLC**

*State of Texas*

*County of Lamar*

This Tax Abatement Agreement (the “**Agreement**”) is made and entered into by and between Lamar County, Texas (the “**County**”), acting through its duly elected officers, and Mockingbird Solar Center, LLC, a Delaware limited liability company, owner of Eligible Property (as hereinafter defined) to be located on real property located in the Reinvestment Zone(s) described in this Agreement. This Agreement shall become effective upon final signature by both parties (which date shall be the “**Effective Date**”) and shall remain in effect until fulfillment of the obligations described in Paragraph IV(D), unless terminated earlier as provided herein.

## **I. Authorization**

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Guidelines and Criteria (as defined below).

## **II. Definitions**

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. “Abatement” means the full or partial exemption from the County’s Maintenance and Operations (M&O) and Interest and Sinking (I&S) Fund tax rate ad valorem taxes on property in a Reinvestment Zone(s) as provided herein. Abatement shall not apply nor be extended to the County’s Road and Bridge, Estray & Jury, and Indigent Health Care Tax rates.
- B. “Abatement Period” means the ten-year period described in Paragraph IV(B)(1) of this Agreement during which the Abatement will apply.
- C. “Base Year” means the Calendar Year in which the Effective Date occurs.
- D. “Calendar Year” means each year beginning on January 1 and ending on December 31.
- E. “Certificate” means a letter, provided by the Owner (as defined below) to the County that certifies that the Project and Improvements have achieved Commercial Operations, outlines the Project and Improvements (included those that are still under construction), and states the overall Nameplate Capacity of all components of the Project and Improvements.
- F. “Certified Appraised Value,” means the appraised value, for property tax purposes, of Owner’s Eligible Property (including the Project and Improvements) within the

Reinvestment Zone(s) as certified by the Lamar County Appraisal District ("County Appraisal District") for each tax year.

- G. "COD" means the date that the Project and Improvements commence Commercial Operations.
- H. "Commercial Operations" means that the Project and Improvements have become commercially operational and placed into service for the purpose of generating electricity for sale on one or more commercial markets.
- I. "County Property Tax" means any and all current or future property taxes imposed by the County and is limited to Maintenance and Operations ("M&O") and Interest and Sinking ("I&S") ad valorem taxes. County Property Tax shall not apply to the County's Road and Bridge, Estray & Jury, and Indigent Health Care Tax rates for the purpose of calculating tax abatements.
- J. "Default Notice" means a written notice delivered by one party to the other under Paragraph IX(A) of this Agreement. Default Notices must be delivered in accordance with the requirements of Paragraph XII of this Agreement.
- K. "Eligible Property" means property eligible for Abatement under the Guidelines and Criteria, including: new, expanded, or modernized buildings and structures; fixed machinery and equipment; and transmission facilities; site improvements; office space; other related fixed improvements; other tangible items necessary to the operation and administration of a project or facility; and all other real and tangible personal property permitted to receive tax abatement by Chapter 312 of the Texas Tax Code and the Guidelines and Criteria. Taxes on Eligible Property may be abated only to the extent the property's value for a given year exceeds its value for the Base Year. Tangible personal property located in the Reinvestment Zone(s) at any time before the date the Agreement is signed is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- L. "Force Majeure" includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including the following causes and events: acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor due to an event that meets the definition of a Force Majeure, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure.
- M. "Guidelines and Criteria" means the *Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zone(s)*, originally adopted by the Lamar County

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Commissioners Court on October 26, 2020 (the “Guidelines and Criteria”), a copy of which is attached hereto as Attachment B to this Agreement.

- N. “Lender” means any entity or person providing, directly or indirectly, with respect to the Project and Improvements any (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender.
- O. “Local Outreach Plan” means the plan attached to this Agreement as Attachment D.
- P. “Nameplate Capacity of Generation” means the total or overall generating capacity of the photovoltaic solar panels included in the Project and Improvements on the Site (as designated in AC units).
- Q. “Nameplate Capacity of Storage” means the total or overall storage capacity of the energy storage system included in the Project and Improvements on the Site (as designated in AC units per hour).
- R. “Notice of Abatement Commencement” has the meaning assigned in Paragraph IV(B)(6) of this Agreement.
- S. “Notices” means all notices, demands, or other communications of any type given shall be given in accordance with this Section, including Default Notices.
- T. “Owner,” on the Effective Date, means Mockingbird Solar Center, LLC, a Delaware limited liability company, the entity that owns the Eligible Property for which the Abatement is being granted, and also includes any assignee or successor-in-interest of such party. An “Affiliate” of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, “control” of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.
- U. “Payment In Lieu of Taxes” or “PILOT” means a payment made by Owner to the County described in Paragraph IV(F) of this Agreement.
- V. “Project and Improvements” means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not

limited to, electricity generation, transmission equipment, and any building, structure, or fixture erected on or affixed to the land.

- W. "Reinvestment Zone(s)" means 1) the reinvestment zone(s), as that term is defined in Chapter 312 of the Texas Tax Code, created by Lamar County to be known as the "Mockingbird Solar Reinvestment Zone Number 3" by that certain Resolution Adopting and Designating a Reinvestment Zone in the Jurisdiction of Lamar County, Texas, adopted and approved by the Lamar County Commissioners' Court on February 28, 2022, a copy of which resolution is attached as Attachment A to this Agreement,
- X. "Site" means the portion of the Reinvestment Zone(s) leased or owned by Owner and on which Owner makes the Project and Improvements and installs and constructs the Eligible Property for which the Abatement is granted hereunder. The site is described on Attachment C to this Agreement.
- Y. "Term" means the period commencing on the Effective Date of this Agreement and ending on December 31 of the fifteenth Calendar Year after the commencement of the Abatement Period.

### **III. Project and Improvements in Reinvestment Zone(s)**

Owner anticipates constructing the following Project and Improvements on the Site:

- A. Owner anticipates constructing Improvements on the Site consisting of a photovoltaic solar powered electricity generation facility (the "Project and Improvements"). The Project and Improvements are anticipated to consist of solar equipment with a total Nameplate Capacity of Generation of approximately 400 megawatts, AC, all to be located in the Reinvestment Zone(s). The total Nameplate Capacity of Generation will vary but shall at a minimum equal 360 megawatt hours, AC. The Certified Appraised Value will depend upon annual appraisals by the Lamar County Appraisal District.
- B. The Project and Improvements will also include any other property in the Reinvestment Zone(s) owned or leased by Owner meeting the definition of "Eligible Property" that is used to generate electricity and perform other functions related to the generation, distribution, and transmission of electrical power and sale of electricity.
- C. Owner anticipates that the Project and Improvements will achieve Commercial Operations by no later than December 31, 2024.

### **IV. Term and Portion of Tax Abatement; Taxability of Property**

- A. The County and Owner specifically agree and acknowledge that Owner's property in the Reinvestment Zone(s) shall be taxable in the following ways before, during, and after the Term of this Agreement:
  - 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;

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2. The Certified Appraised Value of property existing in the Reinvestment Zones prior to execution of this Agreement shall be fully taxable at all times;
  3. Prior to commencement of the Abatement Period, the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall be fully taxable at all times;
  4. During the Abatement Period, 100% of Lamar County's County Property Taxes on the Certified Appraised Value of the Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
  5. After expiration of the Abatement Period, 100% the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zones shall be fully taxable at all times, including during the remainder of the Term.
- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of Lamar County Property Taxes assessed on the Eligible Property in the Reinvestment Zone(s) as follows:
1. Beginning on the earlier of (a) January 1 of the first Calendar Year after the COD or (b) January 1 of the Calendar Year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (with such Calendar Year being "Year 1" of the Abatement Period) and ending upon the conclusion of ten full Calendar Years thereafter (which 10-year period shall constitute the Abatement Period), the Abatement percentage shall be 100% of County Property Taxes;
  2. The foregoing percentage of property taxes on the Certified Appraised Value of all eligible Project and Improvements described in the Certificate (and actually in place in the Reinvestment Zones) shall be abated for the entire Abatement Period. and shall be replaced by a ten year series of Payments in Lieu of Taxes [PILOT], as further defined herein;
  3. The Base Year value for the proposed Project and Improvements is agreed to be zero.
  4. Owner shall provide the Certificate to the County and to the County Appraisal District within sixty (60) days after the COD. The Certificate shall describe any ancillary facilities not required for Commercial Operations that are still under construction on the date that the Certificate is delivered, and if the Certificate indicates any such facilities exist, Owner will deliver an amended Certificate to the County within thirty (30) days after all Project and Improvement construction is complete. If they meet the definition of "Eligible Property," such ancillary facilities, once completed, shall become

part of the Project and Improvements eligible for the Abatement under this Agreement.

5. If Owner, at its sole election, desires that the Abatement Period begin prior to January 1 of the first Calendar Year after the COD, then Owner may deliver a notice to the County and County Appraisal District stating such desire (such notice being referred to herein as a "Notice of Abatement Commencement"). If delivered by Owner, the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the Abatement Period to begin on January 1, \_\_\_\_"; the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement Period, and the Abatement Period shall extend for 10 years beyond such date. Owner shall only be permitted to deliver a Notice of Abatement Commencement if it anticipates achieving COD during the next Calendar Year. Owner shall still be required to deliver the Certificate on or before the date required in the preceding paragraph.
  6. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the Abatement granted in this Agreement shall in no event extend beyond 10 years.
- C. All or a portion of the Project and Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Project and Improvements.
- D. Owner agrees that the Project and Improvements, once constructed, will remain in place for at least the remainder of the Term; provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Project and Improvements prior to that date so long as the Nameplate Capacity of Generation does not drop below the minimum capacity required in Paragraph III(A). IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED PROJECT AND IMPROVEMENTS, LESS ANY PAYMENTS IN LIEU OF TAXES MADE AT ANY TIME TO THE COUNTY FOR THE REMOVED PROJECT AND IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.
- E. During the Abatement Period, County shall request that the County Appraisal District annually determine both (i) the Certified Appraised Value of Owner's Eligible Property in the Reinvestment Zone(s) and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of Owner's Eligible Property in the Reinvestment Zone(s). The County Appraisal District shall record both the Certified Appraised Value and the abated taxable value of the Eligible Property in the County

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appraisal records. The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event that the County is entitled to recapture abated taxes under this Agreement. Notwithstanding any of the foregoing, Owner at all times shall have the right to appeal, challenge, or protest appraisals of the Site, Improvements, and Eligible Property, including any portion thereof. Owner acknowledges that the outcome of any appeal, challenge, or protest appraisals on the Project and Improvements will have no effect on the annual PILOT payments as identified in Paragraph IV(F) of this agreement

- F. If the Project and Improvements are constructed and the COD is achieved, Owner agrees to make an annual PILOT to the County in the amounts set forth in the tables below for each year of the Abatement Period. Each PILOT described in this Paragraph IV(F) shall be due on January 31 of the Calendar Year following the Calendar Year for which the Abatement applies. By way of illustration, if Year 1 of the Abatement Period is 2023, then the PILOT owed for 2023 shall be due and payable on January 31, 2024. There shall be a total of ten (10) PILOTs under this Agreement.

<u>Year of Abatement Period</u>	<u>Generation</u>
	<u>PILOT Amount - (Per MW of Nameplate Generating Capacity)</u>
Year 1	\$668
Year 2	\$668
Year 3	\$668
Year 4	\$668
Year 5	\$668
Year 6	\$668
Year 7	\$668
Year 8	\$668
Year 9	\$668
Year 10	\$668

## V. Decommissioning

The County and Owner agree that the intent and purpose of Section V is to return and restore the land to its previous state. The County acknowledges that Owner has entered into confidential agreements with each landowner whose property will be utilized by the Project and Improvements within the Reinvestment Zone ("Landowner Agreement") that requires that Owner decommission the Project and Improvements, including restoring, through soil stabilization and revegetation of native and pollinator species, at least the first three feet of

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depth of the soil on any land disturbed by the Project and Improvements (the “Restoration Obligations”). Each Landowner Agreement requires Owner to provide a form of security or financial assurance to the Landowner in the form of a bond, an escrow deposit, letter of credit, corporate guarantee from investment-grade entity, or cash deposit to secure Owner’s performance of the Restoration Obligations (Restoration Security”). Sample provisions governing the Restoration Obligations and Restoration Securities (with other financial terms redacted) are provided in Attachment F.

## **VI. Covenants**

During the term of this Agreement, Owner shall:

- A. Separately identify labor and materials in any contracts for construction of the Project and Improvements in the taxable amount of \$50,000 or more for the purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs and state that the situs of any sales and use tax paid and related thereto will be to Lamar County, Texas.
- B. Make a good faith effort to require all contractors and vendors of materials to be used in the construction of the Project and Improvements to make Lamar County, Texas the situs of sales and use taxes; provided, however, Owner’s commitments related to the selection of contractors and vendors is governed solely by the Local Outreach Plan.
- C. Deliver to County:
  - 1. Forty-five (45) days prior to the commencement of construction of the project and improvements;
    - i. Internal site-road layouts and relevant site road construction drawings that document Owner’s plans to construct all-weather access to accommodate the provision of emergency services, including fire protection.

## **VII. Representations**

The County and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Project and Improvements to be placed on the Site; (ii) construction of the proposed Project and Improvements will be performed by Owner, its successors and/or assigns and/or their contractors or subcontractors; (iii) Owner’s and its successors’ and assigns’ use of the Site will be limited to the use described in this Agreement (and ancillary uses) during the Abatement Period; (iv) all representations made in this Agreement are true and correct in all material respects to the best of Owner’s knowledge; (v) Owner will make any filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this



Agreement that may be required now or in the future; (vi) Owner agrees to conduct an environmental study for the Project and Improvements in accordance with state and federal law and meet or exceed the permit requirements identified by the environmental study; (vii) Owner agrees to observe all state and federal law restricting the diversion and impoundment of the natural flow of surface water across the Project and Improvements; (viii) Owner shall make best efforts to utilize processes, products and materials that minimize the risk of environmental toxicity emitted by the Project and Improvements ; and (ix) Owner agrees that in the event of any assignment of this agreement, said assignment shall include a commitment by the successor and/or assignee to and be bound the terms and conditions of this agreement.

- B. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone(s) has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the Guidelines and Criteria as both exist on the effective date of this Agreement; (iii) no interest in the Project and Improvements is held, leased, or subleased by a member of the County Commissioners Court, (iv) that the property within the Reinvestment Zone(s) and the Site is located within the legal boundaries of the County and outside the boundaries of all municipalities located in the County, and (v) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone(s) and this Agreement.

#### **VIII. Maintenance of County Infrastructure, Access to and Inspection of Property by County Employees, and Periodic Statement of Compliance**

- A. Owner shall, by contract, cause its prime contractor and major equipment suppliers to restrict their travel to and from the Project and Improvements site to the County roads depicted on Attachment E (the "County Roads"). The County acknowledges and approves that (i) the Owner will need to cross the County Roads with heavy construction equipment during the construction, operation, maintenance, and decommissioning of the Project, and (ii) Owner may need to place certain electrical cables for the Project and Improvements across certain County Roads for the collection, distribution, and transmission of electricity to and from various parts of the Project and Improvements, in which case Owner and County agree to negotiate in good faith a crossing agreement for such cables. Owner shall use commercially reasonable efforts to require its prime contractor to restrict all subcontractor travel to and from the Project and Improvements to the County Roads. Owner will be wholly responsible for damage (normal wear and tear excluded) to the County Roads and rights-of-way (including bridges, culverts, ditches, etc.), if damage is caused directly thereto as a result of the construction of the Project and Improvements, or directly as a result of operations and maintenance activity conducted on the Project and Improvements (normal wear and tear excluded), including:

1. Actual costs incurred by the County to maintain County Roads and right-of-ways, if needed, utilized for construction of the Project and Improvements in an

effort to keep the road safe for the traveling public will be tracked by Lamar County and damage caused by Owner shall be reasonably documented by Lamar County, discussed with Owner, and invoiced to Owner, who shall remit payment within thirty days of receipt of billing;

2. Charges to Owner shall be based on a methodology designed to evaluate the isolated impact of the Owner's use of the County roads and rights-of-way, and will be limited to actual repair costs incurred by the County and reasonably documented and invoiced to Owner. These costs will include all construction costs as well as all related professional services for the repair work, not to exceed 110% of a cost estimate delivered to Owner by a qualified third-party road construction contractor. Owner shall remit payment within thirty days of receipt of billing;

3. Costs associated with the issuance of a County driveway permit, which shall be required in the event the Project and Improvements are accessed directly by a County Road, shall be paid by Owner within thirty days of receipt of billing. Owners agrees to promptly submit a completed County driveway permit application to the precinct Commissioner.

4. Subject to County approval, Owner may conduct dust control and grading activities on County Roads utilized for the Project and Improvements.

5. Notwithstanding the foregoing, the County hereby preserves all rights and remedies provided under Chapter 251 of the Texas Transportation Code.

- B. Owner shall allow the County's employees and consultants access to the Site for the purpose of inspecting the Project and Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner twenty-four (24) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Project and Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- C. Owner shall, on or before May 1 of each Calendar Year after COD certify annually to the County its compliance with this Agreement by providing a written statement of compliance to the County Judge.

## **IX. Default, Remedies and Limitation of Liability**

- A. No party may terminate this Agreement unless (i) such party provides a written Default Notice to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after the delivery of the Default Notice, or if such failure cannot be cured within such sixty (60)-day period, the other party shall have such additional time, up to

365 days, to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continues to diligently and timely pursue the completion of such remedial action before the expiration of the maximum 365-day cure period. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law or a change in the interpretation or enforcement of law by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to minimize the effect of such default prepared by the defaulting party and delivered to the other party. If Owner believes that any alleged termination is improper, Owner may file suit in the proper court challenging such termination. OWNER'S SOLE REMEDY WILL BE REINSTATEMENT OF THIS AGREEMENT AND SPECIFIC PERFORMANCE BY THE COUNTY. In the event of default which remains uncured after all applicable notice and cure periods, the County may pursue the remedies provided for in Paragraph IX(D) and (E) below or the preceding Paragraph IV(D), as applicable.

- B. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.
- C. The County shall notify Owner and any Lender (but only if the County has been provided with the name and notice information of the Lender) of any default by delivery of a Default Notice in the manner prescribed herein. The Default Notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified in Paragraph IX(A) above to cure any default. If Owner provides notice to the County of the existence of a Lender under Paragraph XI(E) and includes the Lender's contact information, then the County shall be required to deliver a copy of any Default Notice to the Lender at the same time that it delivers the Default Notice to Owner. Such Lender shall have the right to cure any Owner default on Owner's behalf

and shall be entitled to the same cure periods provided for Owner under this Agreement.

- D. As required by section 312.205 of the Texas Tax Code, if an Owner default remains uncured after all applicable notice and cure periods, the County shall be entitled to cancel the Agreement and recover the property tax revenue abated under this Agreement through the cancellation date, less any and all PILOTs made by Owner to County under this Agreement. Owner agrees to pay such amounts within sixty (60) days after the cancellation of this Agreement.
- E. LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH IX(D) OF THIS AGREEMENT OR PARAGRAPH IV(D) OF THIS AGREEMENT (BUT LESS ANY AND ALL PILOTS MADE BY OWNER PRIOR TO CANCELLATION), ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.
- F. Any Default Notice delivered to Owner and any Lender under this Agreement shall prominently state the following at the top of the notice:

**NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT**

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE TAX ABATEMENT AGREEMENT AND, IF PERMITTED, RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

**X. Compliance with State and Local Regulations**

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute, or regulation of the County or the State of Texas.

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## **XI. Assignment of Agreement**

- A. The rights and responsibilities of Owner hereunder may be assigned, in whole or in part, only after obtaining the County's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner under this paragraph without first obtaining the consent of the County shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Article VIII above. Owner shall give forty-five (45) days' written notice of any such intended assignment to the County, and the County shall respond with its consent or refusal within thirty-five (35) days after receipt of Owner's notice of assignment. If the County responds to Owner's notice of assignment with a refusal, the parties agree to work together in good faith to resolve the County's objections to the assignment. Owner's assignment of the Agreement shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County. Neither Owner's notice of an intended assignment nor the County's formal consent to an intended assignment shall constitute an assignment of the Agreement, and Owner's request for a consent to assignment shall not obligate owner to assign the Agreement.
- B. No assignment under Paragraph XI(A) shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County or any other taxing jurisdiction in the County.
- C. The parties agree that a transfer of all or a portion of the ownership interests in Owner to a third party shall not be considered an assignment under the terms of this Agreement and shall not require any consent of the County.
- D. Upon any assignment and assumption under Paragraph XI(A) of Owner's entire interest in the Agreement, Owner shall have no further rights, duties or obligations under the Agreement. Upon any assignment and assumption under Paragraph XI(A) of only a portion of Owner's interest in the Agreement (for example, if only portion of the Project and Improvements is transferred by Owner to a third party), then (i) each of Owner and each assignee of a portion of this Agreement shall be considered an Owner party under this Agreement, (ii) the County shall cause the property taxes owned by each of the Owner parties to be separately assessed, and (iii) neither of the Owner parties shall have any further rights, duties, or obligations under the Agreement as to the portion of the Project and Improvements owned by another Owner party.
- E. In addition to its rights under Paragraph XI(A), Owner may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project and Improvements to a Lender for the purpose of financing the operations of the Project and Improvements or constructing the Project and Improvements or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner takes any of the



actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner provides the name and contact information of a Lender to the County, then the County shall be required to provide a copy to such Lender of all Notices delivered to Owner at the same time that the Notice is delivered to Owner. If Owner does not provide the name and contact information of a Lender to the County, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement.

## **XII. Notice**

All Notices (including Default Notices) shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. All Default Notices shall be given by at least two (2) methods of delivery and in a manner consistent with Paragraph IX(F). All Notices (including Default Notices) shall be mailed or delivered to the following addresses:

To the Owner:                      Mockingbird Solar Center, LLC  
812 San Antonio Street, Suite 500  
Austin, Texas 78701  
Attention: Moseah Foster  
Telephone: (502) 472-0772  
[MOSFO@orsted.com](mailto:MOSFO@orsted.com)

To the County:                      County Judge  
Lamar County Courthouse  
119 North Main Street, 1<sup>st</sup> Floor  
Paris, Texas 75460  
Phone: 903-737-2410  
Fax: 903-737-2469  
Email: [judgebell@co.lamar.tx.us](mailto:judgebell@co.lamar.tx.us)

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

## **XIII. Severability**

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable

and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

#### **XIV. Applicable Law**

This Agreement shall be construed under the laws of the State of Texas. Venue for any dispute hereunder shall be exclusively in the courts of the County.

#### **XV. Amendment**

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

#### **XVI. Guidelines and Criteria**

This Agreement is entered into by the parties consistent with the Guidelines and Criteria.

#### **XVII. Entire Agreement**

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise, except those contained herein.

#### **XVIII. Relationship of the Parties**

Owner enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Owner, or any of Owner's employees, look to Lamar County as his/her employer, or as a partner, agent or principal. Neither Owner nor any of Owner's employees shall be entitled to any benefits accorded to Lamar County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Owner shall be responsible for providing, at Owner's expense and election, and in Owner's name, unemployment, disability, worker's compensation and other insurance that Owner elects to provide, as well as all licenses and permits that are usual or necessary in connection with the Project and Improvements.

### **XIX. Local Outreach Plan**

Owner shall comply with the provisions of the Local Outreach Plan.

### **XX. Counterparts**

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but such counterparts together shall constitute one and the same instrument.

[remainder of this page intentionally blank]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

**LAMAR COUNTY, TEXAS**

By: Bh Bell  
Brandon Bell, County Judge

Date: 10/10/22

Ruth Sisson  
Attest: Ruth Sisson  
County Clerk

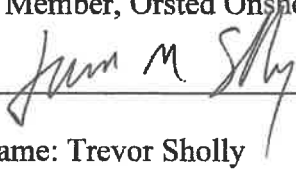
*[Signatures continue next page]*

**OWNER:**

**Mockingbird Solar Center, LLC, a Delaware limited liability company**

By Its Sole Member, Orsted Onshore DevCo, LLC

By Its Sole Member, Orsted Onshore North America, LLC

By: 

Date: 10/06/2022

Print Name: Trevor Sholly

Print Title: VP, EPC & Program Management



**Attachment A**

Attached is the Resolution Designating the Mockingbird Solar Reinvestment Zone Number 3.

COMMISSIONERS COURT OF LAMAR COUNTY  
COMMISSIONERS COURT ROOM  
LAMAR COUNTY HISTORIC COURTHOUSE  
119 NORTH MAIN, PARIS, TEXAS

**RESOLUTION NO. R2022-001 AND ORDER**

DESIGNATING THE REINVESTMENT ZONE TO BE KNOWN AS THE  
MOCKINGBIRD SOLAR REINVESTMENT ZONE NUMBER 3  
IN THE JURISDICTION OF LAMAR COUNTY, TEXAS

The Commissioners Court of Lamar County, Texas, meeting in regular session on FEBRUARY 28, 2022, considered the following resolution:

**WHEREAS**, the Commissioners Court of Lamar County, Texas (the "County") has elected to become eligible to participate in tax abatement agreements under the provisions of the Texas Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code) (the "Act"); and,

**WHEREAS**, the County adopted guidelines and criteria governing tax abatement agreements in a resolution dated on October 26, 2020 (the "Guidelines and Criteria"); and,

**WHEREAS**, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and

**WHEREAS**, the County (a) timely published or posted all applicable notices of public hearing regarding the designation of the real estate described in the attached Exhibit A as a reinvestment zone for tax abatement purposes, and (b) timely notified all applicable presiding officers of the governing body of each taxing unit that includes in its boundaries real property that may be included in the proposed reinvestment zone;

**WHEREAS**, the improvements proposed for the reinvestment zone are feasible and of benefit to the reinvestment zone after expiration of an abatement agreement; and

**WHEREAS**, the property described in Exhibit A meets the criteria established in the Guidelines and Criteria for a reinvestment zone; and

**WHEREAS**, the designation of the reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and would contribute to the economic development of the County; and

**WHEREAS**, all interested members of the public were given an opportunity to make comment at the public hearing.

**NOW, THEREFORE, BE IT ORDERED**, by the Commissioners Court of Lamar County, that:

1. The County hereby designates the property located in Lamar County, Texas, having the property description in Exhibit A attached to this Order as a reinvestment zone under the County's Guidelines and Criteria, having determined that (a) the property described on Exhibit A meets the criteria established in the Guidelines and Criteria, and (b) the designation of such reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and that would contribute to the economic development of the County.
2. The reinvestment zone created by this Order to include the real property described in Exhibit A shall be known as "Mockingbird Solar Reinvestment Zone #3."

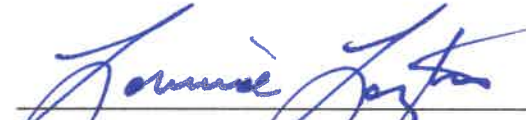
The foregoing Resolution and Order was lawfully moved by Commissioner Ronnie Bass, duly seconded by Commissioner Lonnie Layton, and duly adopted by the Commissioners Court of Lamar County, Texas, on February 28, 2022.



Judge Brandon Bell



Commissioner Alan Skidmore, Pct. 1



Commissioner Lonnie Layton, Pct. 2

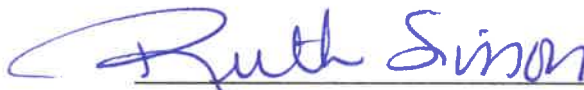


Commissioner Ronald Bass, Pct. 3



Commissioner Kevin Anderson, Pct. 4

The foregoing Resolution and Order is a true and correct copy of the Resolution and Order passed by the Commissioners Court in open and regular session on February 28, 2022.



Ruth Sisson

County Clerk, Lamar County, Texas

**Exhibit A**

**Property Included in the Reinvestment Zone**

The Reinvestment Zone is described below.

<b>OWNER_NAME</b>	<b>PROP_ID</b>	<b>LEGAL_DESC</b>
GREGORY A RIOLO FAMILY TRUST	90266	A122 G BUCHANAN SURVEY, TRACT 27X, ACRES 20
HUNTER DAKOTA ARY ET AL	116634	A123 GREEN BUCHANAN SURVEY, TRACT 1-1, ACRES 25
JOHN W DOERKSEN & ANNA DOERKSEN	128532	A150 W W BAILEY SURVEY, TRACT 1, ACRES 4
RUTH M LEWIS	90908	A322 H J ENGLISH SURVEY, TRACT 4, ACRES 10.0
MONTY C CANNADA	120363	A322 H J ENGLISH SURVEY, TRACT 4-1, ACRES 50.68
HAROLD C HUNTER TRUST	90209	A450 W H HOPKINS SURVEY, TRACT 3, ACRES 7.98
KENNETH D BACORN JR & JENNIFER C BACORN	91536	A450 W H HOPKINS SURVEY, TRACT X5, ACRES .75
NETTIE F KORNELSEN	128527	A469 J R HUNTER SURVEY, TRACT 1, ACRES 97.27
JACKIE MOORE	91518	A628 MEP & P SURVEY, TRACT 11, ACRES 6.85
TIM PRICE	91706	A628 MEP & P SURVEY, TRACT 19, ACRES 1.0
DORIS PATTERSON	91120	A628 MEP & P SURVEY, TRACT 2, ACRES 2.0
KENNETH KINARD	90779	A628 MEP & P SURVEY, TRACT 21, ACRES 1.0
LYNN PATTERSON & MARVIN ANN PATTERSON	91126	A628 MEP & P SURVEY, TRACT 23, ACRES 9.4
LYNN PATTERSON & MARVIN ANN PATTERSON	103198	A628 MEP & P SURVEY, TRACT 6, ACRES 1.456
CORNELIUS W BOSCHMAN & GERTRUDA H BOSCHMAN	90972	A652 MEP & P SURVEY, TRACT 11-A, ACRES 13.44
JOSHUA D HART & AMANDA M MURRAY	90952	A652 MEP & P SURVEY, TRACT 12-A, ACRES 13.38

STEVEN P HART	128959	A652 MEP & P SURVEY, TRACT 12-A, ACRES 13.38
DAVID R HART	12958	A652 MEP & P SURVEY, TRACT 12-A, ACRES 13.38
HOLLYE PARKS	126773	A652 MEP & P SURVEY, TRACT 12-A, ACRES 5
LINDA R HART	128960	A652 MEP & P SURVEY, TRACT 12-A3, ACRES 13.38
METRO GATE & MFG CO INC	91110	A674 MEP & P SURVEY, TRACT 1, ACRES 10.111
JOHN D KELLY & HELEN D KELLY	90706	A674 MEP & P SURVEY, TRACT 9, ACRES 1.369
LYNN PATTERSON & MARVIN ANN PATTERSON	91130	A686 S F MORSE SURVEY, TRACT 2, ACRES 80.0
CLYDE D PICKENS & VICCKIE L PICKENS	91607	A724 B PHILLIPS SURVEY, TRACT 1, ACRES 181.83
BURT FARMS INC	90876	A1078 L D ZAVALLA SURVEY, TRACT 10X, ACRES 46.391
LAMAR RANCH LTD	91319	A1078 L D ZAVALLA SURVEY, TRACT 4-2, ACRES 866.94
DEL ROY FARMER	90435	A108 N B BAKER SURVEY, TRACT 4, ACRES 44.09
DEE WAYNE KOEHN	55016	A1127 J E SCHRADER SURVEY, TRACT 2, ACRES 10.9
KENNETH D BACORN JR & JENNIFER C BACORN	91539	A122 G BUCHANAN SURVEY, TRACT 7, ACRES 8.98
BEVERLY A FINE	109004	A122 G BUCHANAN SURVEY, TRACT 9-1, ACRES 1.0
AMY DENISE KIDD	107514	A237 L T M CLARK SURVEY, TRACT X2, ACRES 18.02
LAMAR RANCH LTD	91601	A674 MEP & P SURVEY, TRACT 6, ACRES 98.0
LYNN PATTERSON & MARVIN ANN PATTERSON	91127	A674 MEP & P SURVEY, TRACT 8, ACRES 30.6
NANCY SNELL ORYNICH	91328	A674 MEP & P SURVEY, TRACT X50, ACRES 2.08
LYNN PATTERSON & MARVIN ANN PATTERSON	90233	A686 S F MORSE SURVEY, TRACT 1, ACRES 54.0
POWELL FAMILY TRUST LANNY N & LINDA G	91164	A1000 Z WESTFALL SURVEY, TRACT 1, ACRES 70.45, LIFE EST LANNY & LINDA POWELL.
BRISTOL TIMOTHY G & KANDACE Y	109030	A1000 Z WESTFALL SURVEY, TRACT 10-B, ACRES .964



LAWSON STEPHEN & BRANDY	109584	A1000 Z WESTFALL SURVEY, TRACT 10-H, ACRES .966
BOEHLER VANCE E & APRIL M DAWES	106462	A1000 Z WESTFALL SURVEY, TRACT 10-I, ACRES .997
SPRINGER JOSH E	91342	A1000 Z WESTFALL SURVEY, TRACT 11, ACRES 1.5
POWELL FAMILY TRUST LANNY N & LINDA G	91162	A1000 Z WESTFALL SURVEY, TRACT 1-1, ACRES 2.0, LIFE EST LANNY & LINDA POWELL
SPRINGER JOSH E	91343	A1000 Z WESTFALL SURVEY, TRACT 12, ACRES 57.5
NATURE CONSERVANCY OF TEXAS INC	91062	A1000 Z WESTFALL SURVEY, TRACT 13, ACRES 97.37
DUNCAN HENRY D & AMY G	104861	A1000 Z WESTFALL SURVEY, TRACT 14, ACRES 25.0
DUNCAN HENRY D & AMY G	104295	A1000 Z WESTFALL SURVEY, TRACT 16, ACRES 74.173
ARY BRUCE & ANGELA	91403	A1000 Z WESTFALL SURVEY, TRACT 17, ACRES 82.805
MCINTIRE STEVEN MARK & SUSAN KAY CHENNAULT	91574	A1000 Z WESTFALL SURVEY, TRACT 19, ACRES 5.615, LIFE EST JOSHUA E WILSON.
PATTERSON LYNDON L & MARVIN A	90371	A1000 Z WESTFALL SURVEY, TRACT 2, ACRES 216.76
JOHNSON BERRY L	103161	A1000 Z WESTFALL SURVEY, TRACT 20, ACRES 2.0
STARKS RANDY & DONNA GAIL	106749	A1000 Z WESTFALL SURVEY, TRACT 20-B, ACRES 1.0
CHENNAULT SUSAN K	91010	A1000 Z WESTFALL SURVEY, TRACT 26, ACRES 3.0
LITTLE RANDY & SABRINA	109414	A1000 Z WESTFALL SURVEY, TRACT 28, ACRES .684, LABEL HWC2725360
BURNS ZACHERIAH & BRITTANY B	110028	A1000 Z WESTFALL SURVEY, TRACT 29, ACRES 2.813
CHAVERRIA ANTONIO	109354	A1000 Z WESTFALL SURVEY, TRACT 2-A, ACRES 3.1
LAMAR CO WATER SUPPLY DISTRICT	103051	A1000 Z WESTFALL SURVEY, TRACT 2-B, ACRES .275
ATMOS ENERGY MID TEX DIVISION	90868	A1000 Z WESTFALL SURVEY, TRACT 3.A, ACRES .153
HANEY LARRY	91780	A1000 Z WESTFALL SURVEY, TRACT 32, ACRES 2.0, LABEL RAD1289380
ROSSON GARATH & KARA	91326	A1000 Z WESTFALL SURVEY, TRACT 33, ACRES 4.

ROSSON GARATH	123030	A1000 Z WESTFALL SURVEY, TRACT 33, ACRES 8.00
RICKMAN EVELINE	91749	A1000 Z WESTFALL SURVEY, TRACT 36 D, ACRES .5
CHERRY RICHARD & BRITTANY	91748	A1000 Z WESTFALL SURVEY, TRACT 36, ACRES .5
COX MATTHEW & AMANDA	91026	A1000 Z WESTFALL SURVEY, TRACT 36-A, ACRES 3.034
RICKMAN WILLIAM & SHERYL	91746	A1000 Z WESTFALL SURVEY, TRACT 36-B, ACRES 6.31
ROBERTS BRYAN	91747	A1000 Z WESTFALL SURVEY, TRACT 37, ACRES 6.37
MCFADDEN NICKEL DEAN & STEPHENIA LYNN	105430	A1000 Z WESTFALL SURVEY, TRACT 37.A, ACRES 1.0
FRANKLIN ELLSWORTH G & CAROLYN	103702	A1000 Z WESTFALL SURVEY, TRACT 39-1, ACRES 2.134, MH ON 121832
MCINTIRE STEVEN &	125655	A1000 Z WESTFALL SURVEY, TRACT 39-1, ACRES 7.116
ONCOR ELECTRIC DELIVERY CO LLC	91410	A1000 Z WESTFALL SURVEY, TRACT 3-B, ACRES .99
BIARD FARM LLC	90083	A1000 Z WESTFALL SURVEY, TRACT 4, ACRES 39.0
LAMAR CO ELECTRIC COOP	109178	A1000 Z WESTFALL SURVEY, TRACT 4-A, ACRES 5.0
BIARD FARM LLC	90078	A1000 Z WESTFALL SURVEY, TRACT 5, ACRES 40.0
PATTERSON DORIS	90767	A1000 Z WESTFALL SURVEY, TRACT 6, ACRES 64.24
MCCLAIN MICHAEL D	90940	A1000 Z WESTFALL SURVEY, TRACT X55, ACRES 8.3
STEFFEY CORAL L & CAMERON L	90853	A1000 Z WESTFALL SURVEY, TRACT X56, ACRES 3.27, LIFE ESTATE CARL & DONNA STEFFEY
COCO JOSEPH G JR & FRANCES E	54904	A1078 L D ZAVALLA SURVEY, TRACT 1, ACRES 85.73
JOSEPH G COCO JR & FRANCES E COCO	54904	A1078 L D ZAVALLA SURVEY, TRACT 1, ACRES 85.73
JOSEPH G COCO JR & FRANCES E COCO	90265	A1078 L D ZAVALLA SURVEY, TRACT 1-1, ACRES 32.
AMY DENISE KIDD	54905	A1078 L D ZAVALLA SURVEY, TRACT 2, ACRES 131.81
LAMAR RANCH LTD	91604	A1078 L D ZAVALLA SURVEY, TRACT 4, ACRES 1769.87

LAMAR RANCH LTD	54908	A1078 L D ZAVALLA SURVEY, TRACT 4-1, ACRES 321.99
LAMAR RANCH LTD	54907	A1078 L D ZAVALLA SURVEY, TRACT 4-3, ACRES 201.0
HOSTETLER PAUL Z JR & TANZILA LYNN	91771	A1078 L D ZAVALLA SURVEY, TRACT 5-1, ACRES 9.92, ALSO A893 SMITH SURVEY
NICHOLSON H H MRS	91076	A1078 L D ZAVALLA SURVEY, TRACT 6, ACRES 1.53
HOSTETLER PAUL Z JR	126655	A1078 L D ZAVALLA SURVEY, TRACT 7 B, ACRES 3.77, ALSO A893 SMITH SURVEY
CHALK PAMELA	91778	A1078 L D ZAVALLA SURVEY, TRACT 7 B, ACRES 8.93, ALSO A893 SMITH SURVEY
FEHR CORNELIUS & MARGARETTA FRIESSEN	91783	A1078 L D ZAVALLA SURVEY, TRACT 7, ACRES 12.7, & A893 SMITH SUR
HART DEREK &	126556	A1078 L D ZAVALLA SURVEY, TRACT 7A, ACRES 1.05
HOSTETLER PAUL Z JR	91782	A1078 L D ZAVALLA SURVEY, TRACT 7A, ACRES 3.77, ALSO A893 SMITH SURVEY
ROGER KEITH COCO & CARA H COCO	109058	A1078 L D ZAVALLA SURVEY, TRACT 8, ACRES 10.0
JERRY J FLEMING & BRENDA C FLEMING	109346	A1078 L D ZAVALLA SURVEY, TRACT 8-A, ACRES 10.0
HOSTETLER PAUL & TANZILA LYNN	117158	A1078 L D ZAVALLA SURVEY, TRACT 9-3, ACRES 1.707
W & H FARM & RANCH EQUIPMENT	117160	A1078 L D ZAVALLA SURVEY, TRACT 9-5, ACRES 1.38, LABEL TEX389132
W & H FARM & RANCH EQUIPMENT	127924	A1078 L D ZAVALLA SURVEY, TRACT 9-5A, ACRES 1.26,
NICHOLSON JIMMY DON	91785	A1078 L D ZAVALLA SURVEY, TRACT 9-7, ACRES 12.7, ALSO A893 SMITH SURVEY
NICHOLSON JIMMY DON	101523	A1078 L D ZAVALLA SURVEY, TR 9 ACRES 3.630
HOSTETLER PAUL & TANZILA	117157	A1078 L D ZAVALLA SURVEY, TR 9-2 ACRES 3.053
CHAMBLISS EDWARD E JR & ANNETTE	117159	A1078 L D ZAVALLA SURVEY, TR 9-4 ACRES 1.437
ARCHIE FARMER	90434	A108 N B BAKER SURVEY, TRACT 2, ACRES 44.41
GARY H STEFFEY & CINDY STEFFEY	90601	A108 N B BAKER SURVEY, TRACT 3, ACRES 80.18
DEL ROY FARMER	90430	A108 N B BAKER SURVEY, TRACT 5, ACRES 5.0

BEAR RUSH FARMS, LLC,ATLLC	90207	A1096 J C THRASHER SURVEY, TRACT 1, ACRES 80.0
LYNN PATTERSON & MARVIN ANN PATTERSON	90234	A1116 MEP & P SURVEY, TRACT 1, ACRES 80.0
LYNN PATTERSON & MARVIN ANN PATTERSON	91122	A1116 MEP & P SURVEY, TRACT 2, ACRES 80.0
WILLIAM & CHRISTINA PETERS	55014	A1127 J E SCHRADER SURVEY, TRACT 1, ACRES 70.00, RT 2
DEE WAYNE KOEHN	55029	A1160 W SCHRADER SURVEY, TRACT 1, ACRES 88.0, RT 2
TOM F KNOX & KIMBERLY A KNOX	90281	A122 G BUCHANAN SURVEY, TRACT 10, ACRES 175.6
MATTHEW CADE CANNADA	90503	A122 G BUCHANAN SURVEY, TRACT 11, ACRES 88.48
CLYDE D PICKENS & VICCKIE L PICKENS	91611	A122 G BUCHANAN SURVEY, TRACT 17, ACRES 320.65
CLYDE D PICKENS & VICCKIE L PICKENS	126271	A122 G BUCHANAN SURVEY, TRACT 17, ACRES 60.00
PHILLIP & GALE SMITH	105580	A122 G BUCHANAN SURVEY, TRACT 19, ACRES 1.98
PHILLIP SMITH	402571	A122 G BUCHANAN SURVEY, TRACT 28X, ACRES 18.988
ERNESTO U FRIESEN	90139	A122 G BUCHANAN SURVEY, TRACT 8, ACRES .5
ERNESTO U FRIESEN	90829	A122 G BUCHANAN SURVEY, TRACT 9, ACRES 21.93
BRUCY ARY & ANGELA ARY	91468	A123 GREEN BUCHANAN SURVEY, TRACT 1, ACRES 25
CLYDE D PICKENS & VICCKIE L PICKENS	91608	A123 GREEN BUCHANAN SURVEY, TRACT 18, ACRES 130.
CORAL L STEFFEY & CAMERON L STEFFEY	90855	A123 GREEN BUCHANAN SURVEY, TRACT 2, ACRES 123.69
BIARD FARM LLC	90080	A123 GREEN BUCHANAN SURVEY, TRACT 3, ACRES 45.0
BYRON A PRINCE & BETHANY G PRINCE	91023	A123 GREEN BUCHANAN SURVEY, TRACT 4, ACRES 99.903
BYRON A PRINCE & BETHANY G PRINCE	91041	A123 GREEN BUCHANAN SURVEY, TRACT 7, ACRES 163.427
JACOB BARTSCH & GERTRUDA BARTSCH	125989	A150 W W BAILEY SURVEY, TRACT 1, ACRES 24.00
ENRIQUE WALL & ELIZABETH Wall	126587	A150 W W BAILEY SURVEY, TRACT 1, ACRES 30.

ALOIS R PAULS & BARBARA K PAULS	125993	A150 W W BAILEY SURVEY, TRACT 1, ACRES 30.0
NETTIE F KORNELSEN	128528	A150 W W BAILEY SURVEY, TRACT 1, ACRES 36.17
PETER FEHR & JUDITH FEHR	128531	A150 W W BAILEY SURVEY, TRACT 1, ACRES 4.00
PETER FEHR & JUDITH FEHR	128999	A150 W W BAILEY SURVEY, TRACT 1, ACRES 4.00
JOHAN DYCK & EVA DYCK	125991	A150 W W BAILEY SURVEY, TRACT 1, ACRES 50.0
WILLIAM H WALKER & CYNTHIA WALKER	50646	A155 M S BAILEY SURVEY, TRACT 1, ACRES 157.0
JACK L COLTERYAHN	54909	A237 L T M CLARK SURVEY, TRACT 1, ACRES 64.53
CLYDE D PICKENS & VICCKIE L PICKENS	91610	A267 L DOWNING SURVEY, TRACT 1, ACRES 128.0
STANLEY RICHARD SNELL & MARY Y SNELL	90942	A267 L DOWNING SURVEY, TRACT 2, ACRES 90.00
LORI LEE FERRELL	90093	A267 L DOWNING SURVEY, TRACT 3, ACRES 52.5
ANECIA V ADAMS	91503	A267 L DOWNING SURVEY, TRACT 4, ACRES 40.0
LYNN PATTERSON & MARVIN ANN PATTERSON	91124	A301 DRUMMOND SURVEY, TRACT 2, ACRES 84.4
MONTY C CANNADA	90962	A322 H J ENGLISH SURVEY, TRACT 5, ACRES 202.698
ROBERT S NORMENT ET AL	91095	A322 H J ENGLISH SURVEY, TRACT 6, ACRES 104.5
LOUIS W TOLLIVER	90979	A322 H J ENGLISH SURVEY, TRACT 7, ACRES 176.582
PEDRO B FRIESSEN & MARIA FRIESSEN	90960	A322 H J ENGLISH SURVEY, TRACT 8, ACRES 57.425
DAVID RUTHERFORD	90310	A450 W H HOPKINS SURVEY, TRACT 1, ACRES 80.0
NETTIE F KORNELSEN	50636	A469 J R HUNTER SURVEY, TRACT 1, ACRES 10.
PEDRO B FRIESSEN & MARIA FRIESSEN	52306	A469 J R HUNTER SURVEY, TRACT 1, ACRES 13.28
KENDALL KORNELSEN	125990	A469 J R HUNTER SURVEY, TRACT 1, ACRES 7.0
ALBERT FEHR & ELIZA FEHR	126108	A469 J R HUNTER SURVEY, TRACT 1-1, ACRES 7.0



LAMAR RANCH LTD	52307	A469 J R HUNTER SURVEY, TRACT 2, ACRES 29.26
BEN F LAIRD FAMILY PARTNERSHIP	90820	A564 R MC COWAN SURVEY, TRACT 2, ACRES 109.08
<b>PLEASANT HILL CEMETERY</b>	124256	A582 J W MORGAN SURVEY, ACRES 3.9
HEINRICH HIEBERT & AGANETHA HIEBERT	127907	A582 J W MORGAN SURVEY, TRACT 1, ACRES 1.198
HEINRICH HIEBERT & AGANETHA HIEBERT	90832	A582 J W MORGAN SURVEY, TRACT 1, ACRES 31.879
ISSAK HIEBERT	12906	A582 J W MORGAN SURVEY, TRACT 1, ACRES 88.536
ANECIA V ADAMS	91504	A582 J W MORGAN SURVEY, TRACT 2, ACRES 41.5
S R SNELL & MARY SNELL	91613	A582 J W MORGAN SURVEY, TRACT 3, ACRES 90.0
HEINRICH HIEBERT & AGANETHA HIEBERT	90831	A582 J W MORGAN SURVEY, TRACT 3.A, ACRES 4.5
RICKY SNELL & BETH WHITE	91331	A582 J W MORGAN SURVEY, TRACT 4, ACRES 51.16
S R SNELL & MARY SNELL	108496	A582 J W MORGAN SURVEY, TRACT 4-A, ACRES 12.0
CARLA DICKEY	90947	A628 MEP & P SURVEY, TRACT 1, ACRES 3.64
MYRON TIM GOODSON & JEFFREY GOODSON	91767	A628 MEP & P SURVEY, TRACT 14, ACRES 3.47
PAUL Z HOSTETLER JR & TANZILA LYNN HOSTETLER	90675	A628 MEP & P SURVEY, TRACT 15, ACRES 3.11, & A674 MEP & P SURVEY
PAUL Z HOSTETLER JR	103027	A628 MEP & P SURVEY, TRACT 16, ACRES 1.91
PAUL HOSTETLER	90676	A628 MEP & P SURVEY, TRACT 16-A, ACRES 2.376
KENNETH KINARD & SOWERS FAMILY LEGACY WEALTH TRUST	90788	A628 MEP & P SURVEY, TRACT 22, ACRES 15.02
LYNN PATTERSON & MARVIN ANN PATTERSON	401617	A628 MEP & P SURVEY, TRACT 26-A, ACRES 10.0
RICKY SNELL & BETH WHITE	91332	A628 MEP & P SURVEY, TRACT 3, ACRES 146.0
DORIS PATTERSON	91129	A628 MEP & P SURVEY, TRACT 4, ACRES 2.0
DORIS PATTERSON	91125	A628 MEP & P SURVEY, TRACT 5, ACRES 225.094
S R SNELL & MARY SNELL	91068	A628 MEP & P SURVEY, TRACT 7, ACRES 94.8

YUBERT HENRY FREER	90473	A628 MEP & P SURVEY, TRACT 9, ACRES 3.0
JESSIE EDWARD FREER	109684	A628 MEP & P SURVEY, TRACT 9-A, ACRES 2.0
JAMIE MEZA & MARGARITA MEZA	91631	A628 MEP & P SURVEY, TRACT X27, ACRES 5
JAMES T MCCARTY	90949	A628 MEP & P SURVEY, TRACT X28, ACRES 2.
BEAR RUSH FARMS, LLC,ATLLC	90208	A634 MEP & P SURVEY, TRACT 1, ACRES 345.50
L&L HORSE LLC	91740	A652 MEP & P SURVEY, TRACT 10, ACRES 10.10
JAKE FEHR	127917	A652 MEP & P SURVEY, TRACT 11-A, ACRES 18.11
CORNELIUS W BOSCHMAN & GERTRUDA H BOSCHMAN	128397	A652 MEP & P SURVEY, TRACT 11-A1, ACRES 18.1
JOTHI VENKATESAN ET AL	127955	A652 MEP & P SURVEY, TRACT 11-A1, ACRES 189.07
HOLLYE PARKS	90593	A652 MEP & P SURVEY, TRACT 12, ACRES 1.0
DAVID RALPH HART	90595	A652 MEP & P SURVEY, TRACT 13, ACRES 130.55
LANE MCKENZIE & WILLIAM MCKENZIE	91551	A652 MEP & P SURVEY, TRACT 14, ACRES 12.83
ARCHIE FARMER	90425	A652 MEP & P SURVEY, TRACT 4, ACRES 44.96
ROBERT AINSWORTH & JUANITA M AINSWORTH	90530	A652 MEP & P SURVEY, TRACT 7, ACRES 25.574
JACOB WIELER JR & MARTHA WIELER	90543	A652 MEP & P SURVEY, TRACT 8, ACRES 87.096
W C WHITE & FELICIA B WHITE	405721	A653 MEP & P SURVEY, TRACT 4-1, ACRES 127.06
CLAUDIA MCKINNEY LIVING TRUST & ANGELA PUTTY	91567	A653 MEP & P SURVEY, TRACT 5, ACRES 222.94
RAY GENE THOMAS & ANN LEE THOMAS	104194	A674 MEP & P SURVEY, TRACT 15, ACRES 1.124
TERESA MJCADOWELL	90982	A674 MEP & P SURVEY, TRACT 3, ACRES .5
LARRY HAMILTON	90954	A674 MEP & P SURVEY, TRACT 4, ACRES .44
METRO GATE & MFG CO INC	105327	A674 MEP & P SURVEY, TRACT 4-A, ACRES .68
DAMON B WOODS & DERONDA WOODS	90797	A674 MEP & P SURVEY, TRACT 5, ACRES 4.0

DONAVAN KELLY & DARLA KELLY	405137	A674 MEP & P SURVEY, TRACT 9-1, ACRES 0.631
JAMIE MEZA & MARGARITA MEZA	91632	A674 MEP & P SURVEY, TRACT X13, ACRES 10
JACKIE MOORE	91752	A674 MEP & P SURVEY, TRACT X14, ACRES 2.
JAMES R MOORE & PAULETTE MOORE	91123	A686 S F MORSE SURVEY, TRACT 3, ACRES 25.0
IRA G MURRY	108760	A686 S F MORSE SURVEY, TRACT 4, ACRES 1.0
MARION L & JOAN D JACOB REV TRUST	90709	A724 B PHILLIPS SURVEY, TRACT 2, ACRES 99.19
JAMES T MCCARTY	90950	A724 B PHILLIPS SURVEY, TRACT 4, ACRES 103.
JAMES T MCCARTY	90951	A724 B PHILLIPS SURVEY, TRACT 5, ACRES 2.0
LAMAR RANCH LTD	91605	A724 B PHILLIPS SURVEY, TRACT 6, ACRES 257.0
BERNARDO REMPEL AND ANNIE REMPEL	125988	A765 W H PARKER SURVEY, TRACT 1, ACRES 40.00
JOHAN M HARDER & JUSTINA HARDER	53408	A765 W H PARKER SURVEY, TRACT 1, ACRES 40.00
ASBERY JAMES D, JERRI A WILSON & TERRI L MILLSAP	90031	A893 J SMITH SURVEY, TRACT 1, ACRES 5.5, RT 1 BOX 202
NICHOLSON JIMMY DON	91382	A893 J SMITH SURVEY, TRACT 2, ACRES 3.634
PRINCE BYRON A & BETHANY G	91301	A893 J SMITH SURVEY, TRACT 3, ACRES 154.5
BYRON A PRINCE & BETHANY G PRINCE	91301	A893 J SMITH SURVEY, TRACT 3, ACRES 154.5
NICHOLSON JIMMY DON	91074	A893 J SMITH SURVEY, TRACT 7, ACRES 10.472
CHAMBLISS EDWARD E JR & ANNETTE	117150	A893 J SMITH SURVEY, TRACT 7-1, ACRES 1.266
HOSTETLER PAUL & TANZILA	117151	A893 J SMITH SURVEY, TRACT 7-2, ACRES 23.749
HOSTETLER PAUL Z JR & TANZILA LYNN	117152	A893 J SMITH SURVEY, TRACT 7-3, ACRES 12.395
CHAMBLISS EDWARD E JR & ANNETTE	117153	A893 J SMITH SURVEY, TRACT 7-4, ACRES 12.665
HOSTETLER PAUL & TANZILA	117154	A893 J SMITH SURVEY, TRACT 7-5, ACRES 12.332

W & H FARM & RANCH EQUIPMENT	127925	A893 J SMITH SURVEY, TRACT 7-6, ACRES 2.74
HART DEREK &	126555	A893 J SMITH SURVEY, TRACT 7A, ACRES 7.88
MOORE JAMES R & PAULETTE	90684	A893 J SMITH SURVEY, TRACT 8, ACRES 7.39
LAMAR RANCH LTD	91603	BROOKSTON, BLOCK 10
LAMAR RANCH LTD	91599	BROOKSTON, BLOCK 15, LOT 1-15
RICKMAN WILLIAM	90226	BROOKSTON, BLOCK 22, LOT 6,7, ACRES .132, MH LABEL RAD1342652 / RAD1342653
RICKMAN WILLIAM	90985	BROOKSTON, BLOCK 22, LOT 8-15
PATTERSON BARBARA D	90227	BROOKSTON, BLOCK 27, LOT 18 & 19
BROOKSTON VOLUNTEER FIRE	90120	BROOKSTON, BLOCK 27, LOT 2-3-14-15-16-17
BROOKSTON VOLUNTEER FIRE	91531	BROOKSTON, BLOCK 27, LOT 8,12,13,9 1/2 10 W HALF OF 11
STATE OF TEXAS DEPT OF TRANSPORTATION	91729	BROOKSTON, BLOCK 3, LOT 1-5-11, ACRES .6
UNKNOWN	91496	BROOKSTON, BLOCK 31, LOT 11-16
LIPSCOMB MAYA	90336	BROOKSTON, BLOCK 31, LOT 14
REED HARRISON	91189	BROOKSTON, BLOCK 31, LOT 1-5
COUNCIL ORUN	90300	BROOKSTON, BLOCK 31, LOT 6,7,8,9,10,13,15, CAUSE 70107
BLACKWELL ROBERT EARL & WILLIE ANN	91516	BROOKSTON, BLOCK 32, LOT 10
WILLIAMS KAREN ANN & GREGORY JAMES BOOKER	90136	BROOKSTON, BLOCK 32, LOT 11, CAUSE 74266
HENRY JAMES	90724	BROOKSTON, BLOCK 32, LOT 1-2
COUNCIL ORUN	90299	BROOKSTON, BLOCK 32, LOT 12, CAUSE 70107
COUNCIL ORUN	90301	BROOKSTON, BLOCK 32, LOT 13, CAUSE 70107
SMITH RODGER & THELMA	91619	BROOKSTON, BLOCK 32, LOT 14-15-16
TROLLINGER INEZ	91479	BROOKSTON, BLOCK 32, LOT 3-4
BRAXTON ANTHONY	128020	BROOKSTON, BLOCK 32, LOT 5
FRIERSON KENNETH EUGENE	90469	BROOKSTON, BLOCK 32, LOT 6
COUNCIL PETE	90302	BROOKSTON, BLOCK 32, LOT 7-8
BRAXTON ANTHONY	90335	BROOKSTON, BLOCK 32, LOT 9
HENDERSON NAOMI BRADFORD	91620	BROOKSTON, BLOCK 33, LOT 11-12-13
RECORD PATRICK & KIMBERLY	90295	BROOKSTON, BLOCK 33, LOT 1-2, MH ON 127059., ACRES 0.132

MITCHELL CHARLES EDWARD	90623	BROOKSTON, BLOCK 33, LOT 14-15-16-17-18-19
DOLLINS MILTON	90294	BROOKSTON, BLOCK 33, LOT 3-4-5
RECORD PATRICK & KIMBERLY	91131	BROOKSTON, BLOCK 33, LOT 6-7-8-9-10
COUNCIL DOROTHY MAYES	90303	BROOKSTON, BLOCK 34, LOT 10
MITCHELL CHARLES EDWARD	90763	BROOKSTON, BLOCK 34, LOT 11 & 12
MITCHELL CHARLES EDWARD	104891	BROOKSTON, BLOCK 34, LOT 13
COUNCIL HOMER & RETHA	91485	BROOKSTON, BLOCK 34, LOT 14 & E 1/2 OF 15
COUNCIL DOROTHY MAYES	90938	BROOKSTON, BLOCK 34, LOT 8-9
JOHNSON DEBORAH	90739	BROOKSTON, BLOCK 34, LOT W 1/2 OF 15 & 16

## **Attachment B**

Attached is a copy of the Guidelines and Criteria for Granting Tax Abatements.

Adopted 10-26-2020

**GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN  
REINVESTMENT ZONES**

**Lamar County, Texas**

**I. PURPOSE**

Lamar County, hereinafter referred to as "County" is committed to the promotion of quality development in all parts of the County and to improving the quality of life for its citizens. In order to help meet these goals, the County will consider recommending tax incentives, which may include the designation of reinvestment zones, accepting applications for tax abatement, and entering into tax abatement agreements to stimulate growth and development.

It is the intent of the County that such incentives will be provided in accordance with the procedures and criteria in this document and in Chapter 312 of the Texas Tax Code. However, nothing in these Guidelines and Criteria shall imply or suggest to be construed to imply or suggest that tax entities are under any obligation to provide any incentives to any applicant. All such applicants for tax incentives shall be considered on an individual basis for both the qualification for tax abatement and the amount of any tax abatement. The adoption of these Guidelines and Criteria shall not create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

Only that increase in the fair market value of the property directly resultant from the development, redevelopment, and improvement specified in the contract will be eligible for abatement. All abatement contracts will be for a term no longer than allowed by law. Additionally, the Lamar County Commissioners Court reserves the right to negotiate a tax abatement agreement in order to compete favorably with other communities.

**II. DEFINITIONS**

The attached Glossary is a list of words with their definitions that are found in this document, and the Glossary is incorporated herein by reference.

### **III. GUIDELINES AND CRITERIA**

In order to be eligible for designation as a reinvestment zone and to receive tax abatement, the planned improvement as a minimum must meet the following:

- (a) Be an authorized Facility. A Facility may be eligible for abatement if it is a(n):

- Aquaculture/Agriculture Facility
- Distribution Center Facility
- Manufacturing Facility
- Office Building
- Regional Entertainment/Tourism Facility
- Research Facility
- Regional Service Facility
- Historic Building in designated area
- Renewable Energy Facility
- Other Basic Industry

- (b) The project must be reasonably expected to have an increase in positive net economic benefit to Lamar County of at least \$ 15,000,000 over the life of the abatement, computed to include (but not limited to) new sustaining payroll and capital improvement. In consideration of the request for designation as a reinvestment zone and to receive tax abatement, the following factors will also be considered:

- (1) Jobs. The projected New Jobs created including the number of jobs, the retention of existing jobs, the type of jobs, the average payroll, the total payroll and the number of local persons hired.
- (2) Fiscal Impact. The amount of real and personal property value that will be added to the tax roll for both eligible and ineligible property, the amount of direct sales tax that will be generated, the infrastructure improvements by the county that will be required by the facility, the infrastructure improvements made by the facility, and the compatibility of the project with the county's development goals.
- (3) Community Impact, including:
  - i. The pollution, if any as well as other negative environmental impacts affecting the health and safety of the community that will be created by the project;
  - ii. The revitalization of a depressed area;
  - iii. The business opportunities of existing local vendors;
  - iv. The alternative development possibilities for proposed site;
  - v. The impact on other taxing entities, including the use of municipal or county infrastructure; and/or
  - vi. Whether the improvement is expected to solely or primarily have the effect of transferring employment from one part of Lamar County to another.



#### **IV. ABATEMENT AUTHORIZED**

- (a) **Authorized Date.** A facility may be eligible for tax abatement for a period not to exceed 10 years or one-half of the productive life of the improvement, whichever is less. The “productive life” will be calculated from the effective date of the tax abatement and the date the equipment ceases to be in service. If an application for abatement is submitted prior to the commencement of construction, the facility must meet the criteria granting tax abatement in reinvestment zones created in Lamar County pursuant to these Guidelines and Criteria.
- (b) **Creation of New Value.** Abatement may only be granted for the additional value of eligible property improvements made subsequent to the filing of an application for tax abatement and specified in the abatement agreement between the County and the owner or lessee (and lessor if required pursuant to IV(f)) of the facility or improvements receiving the abatement, all subject to such limitations as the Guidelines and Criteria may require.
- (c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion. If the modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).
- (d) **Eligible Property.** Abatement may be extended to the value of the following: new, expanded, replaced or modernized buildings and structures; fixed machinery and equipment; site improvements; office space and related fixed improvements necessary to the operation and administration of the facility; and all other real and tangible personal property as permitted by Chapter 312 of the Texas Tax Code.
- (e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for abatement:
  - i. Land
  - ii. Animals
  - iii. Inventories
  - iv. Supplies
  - v. Tools
  - vi. Furnishings and other forms of movable personal property other than machinery and equipment that are in essential part of the facility or improvements receiving abatement
  - vii. Vehicles
  - viii. Vessels
  - ix. Aircraft
  - x. Housing or residential property
  - xi. Fauna
  - xii. Flora
  - xiii. Deferred Maintenance investments
  - xiv. Property to be rented or leased (except as provided in Part IV(f),

- xv. Any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility, and
- xvi. Property owned or used by the State of Texas or its political subdivision or by any organization owned, operated or directed by a political subdivision of the State of Texas.

(f) **Owned/Leased Facilities.** If a leased facility or leased improvements are granted an abatement, the agreement shall be executed with the lessor and lessee of the facility or improvements. The owner of the real property where the facility or improvements are located is not required to execute the abatement agreement if it is not the lessor or lessee of the facility or improvements.

(g) **Value and Term of Abatement**

- (1) Abatement shall be granted effective no earlier than the January 1 valuation date immediately following the date of execution of the agreement. The agreement may provide that the period for which the abatement applies will commence on a later date. The value of new eligible property shall be abated according to the approved agreement between applicant and the governing body. The Lamar County Commissioners Court, in its sole discretion, shall determine the amount of any abatement.

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

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

(a) "Existing facility" is a Manufacturing Facility, Research Facility, Distribution Center or Regional Facility, Regional Entertainment Facility, Other Basic Industry, or a facility the Commissioners Court determines would enhance job creation and the economic future of Lamar County. The facility must be expanded or modernized and contain the proposed improvements to be abated. A manufacturing or processing unit or units of a larger plant complex that separately comprise a manufacturing or production sub-unit of the larger plant shall be considered the existing facility for the purposes of Section 2(h)(1) employment retention requirement (that the planned improvements cause the retention or prevention of loss of employment of 10 employees or 50% of the employees of the existing facility, whoever is greater). For example, if a large plant complex has a sub-unit that produces chlorine and 100 employees are employed at or in connection with that unit, an expansion or modernization of all or part of that facility

must result in the retention of at least 50 employees employed at or in connection with the expanded or modernized "existing facility" in order for the facility improvements to qualify for abatement.

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

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

(d) Full-time employee creation requirements for Renewable Energy Facilities shall be determined on a case by case basis by the Commissioners Court.

- (2) Must be not expected to solely or primarily have the effect of transferring employment from one part of the county to another part of the county. A variance may be requested relative to this provision which approval shall be at the sole discretion of the County.
- (3) Must be necessary because capacity cannot be provided efficiently utilizing existing improved property.

Additionally, the owner of the project:

- (4) Will be wholly responsible for all County roads and right-of-way (including bridges, culverts, ditches, etc.) and damage caused thereto as a result of the construction of or of an on-going maintenance and operations of the Abated Facility Site as well as associated facilities to the Abated Facility Site, including but not limited to, the following:
  - a. Cost to maintain the roads, if needed, utilized for construction of the Abated Facility Site in an effort to keep the road safe for the traveling public will be tracked by Lamar County and invoiced on a regular basis to the Abatee.
  - b. Cost to reconstruct the roadway, if needed, will be actual costs to repair the County roads and right-of-way incurred by the County and invoiced to the Abatee. These costs

will include all construction costs as well as all related professional services for the repair work.

c. Cost associated with the issuance of a County driveway permit, which shall be required in the event the project is accessed directly by a County Road. Owner agrees to promptly submit a completed County driveway permit application

(l) **Taxability.** From the execution of the abatement contract to the end of the prior during which the abatement applies, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Part IV(e) shall be fully taxable;
- (2) The base year value of existing eligible property as determined each year shall be fully taxable; and
- (3) The additional value of new eligible property shall be taxable in the manner described in the abatement agreement.

#### **V. APPLICATION FOR TAX ABATEMENT**

(a) Any present or potential owner, assignee, or lessee of taxable property in Lamar County may request the creation of a reinvestment zone and the consideration of a tax abatement agreement by filing a written request with the County. The completed Application must be accompanied by the payment of a one thousand dollar (\$1,000) non-refundable application fee for administrative costs with the processing of the tax abatement request. Additional fees may be assessed for more complex requests at the discretion of the Commissioner's Court. All checks in payment of the administrative fee shall be made payable to Lamar County.

(b) The completed application must contain the following information/attachments:

- (1) A general description of the proposed use and the general nature and extent of the modernization, expansion, or new improvements to be undertaken;
- (2) A descriptive list of the improvements which will be part of the facility.
- (3) A map and list of parcel id's
- (4) A time schedule for undertaking and completing the planned improvements
- (5) In the case of modernizing or replacing existing facilities in whole or in part, a statement of the assessed value of the facility separately stated for real and personal property for the tax year immediately preceding the year in which the application is filed.

The County may require that the application be supplemented with such financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant.

(c) Upon receipt of a completed application, the County shall, through public hearings, afford the applicant and the designated representative of any Affected Jurisdiction the opportunity

to show cause why the abatement should or should not be granted. Notice of the public hearing shall be clearly identified on an agenda of the Lamar County Commissioners Court to be posted at least (30) days prior to the hearing.

- (d) The County shall consider the application for tax abatement after the application has been reviewed and required public notices have been posted. The County shall notify the applicant of the approval or disapproval promptly after the corresponding hearing of the Commissioners Court.
- (e) A request for reinvestment zone for the purpose of abatement shall not be granted by the County if the County finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of taxable improvements related to a proposed modernization expansion or new facility. Before the Lamar County Commissioners Court holds a public hearing to designate a reinvestment zone it shall do the following:
  - (1) Not later than the seventh day before the date of the hearing, publish notice of the hearing in a newspaper having general circulation in the County; and
  - (2) Not later than the seventh day before the date of the hearing, deliver written notice of the hearing to the presiding officer of the governing body of each taxing unit that includes in its boundaries any real property that is to be included in the proposed reinvestment zone.
- (f) Requested Variances. Requests for variance from any provision of these Guidelines and Criteria may be made in written form to the Lamar county Commissioners' Court. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths (3/4) vote of the Lamar County Commissioners Court.
- (g) Deemed Variances. The Lamar County Commissioners' Court may approve a tax abatement agreement that varies from any requirement in these Guidelines and Criteria so long as such variance is permitted by Chapter 312 of the Texas Tax Code. Any aspect of a tax abatement agreement duly authorized and approved by the Lamar County Commissioners' Court that varies in any respect from any requirement in these Guidelines and Criteria shall be deemed to have been granted a variance from the Guidelines and Criteria by the Court. It is the express intention of the Lamar County Commissioners Court that no tax abatement agreement that has been duly authorized and approved by the Court shall be challenged or held to be invalid because such authorized and approved tax abatement agreement varies from any requirement contained in these Guidelines and Criteria.

## **VI. PUBLIC HEARING**

- (a) Should any Affected Jurisdiction be able to show cause in the public hearing why the granting of abatement by the County will have a substantial adverse effect on its bonds, tax revenue, service incapacity or the provision of service, that showing shall be considered by the Lamar County Commissioners' Court when deciding to approve or disapprove of the application for tax abatement.
- (b) Neither a reinvestment zone nor an abatement shall be authorized if it is determined that:
  - (1) There would be a substantial adverse effect on the provision of a government service or the tax base of an Affected Jurisdiction;
  - (2) The applicant has insufficient financial capacity to construct and operate the proposed facility or improvements;
  - (3) The planned or potential use of the property would constitute a hazard to public safety, health, or morals; or
  - (4) The planned or potential use of the property violate other governmental codes or laws.

## **VII. AGREEMENT**

- (a) If an application for tax abatement is approved by the Lamar County Commissioners Court, the Court shall formally pass a resolution and execute an agreement with the owner and/or lessee of the facility which shall include:
  - (1) The percentage of value to be abated each year as provided in Part IV(g) of these Guidelines and Criteria.
  - (2) The commencement date and the termination date of abatement.
  - (3) The proposed use of the facility, nature of construction, time schedule for undertaking completing the planned improvements, map, property description, and improvements list as provided in Part V of these Guidelines and Criteria.
  - (4) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes recapture, administration and assignment (as provided in the agreement), and other provision that may be required for uniformity or by state law or that are mutually agreed to by the County and the applicant.
  - (5) Amount of investment, forecast depreciation over abatement period, and/or average number of jobs applicant commits to create for the period of abatement.
  - (6) Any other provisions required by Chapter 312 of the Texas Tax Code.
- (b) The county will use its best efforts to cause such agreement to be executed within forty-five (45) days after the later of the date applicant has forwarded all necessary information to the jurisdiction receiving the application or the date of the approval of the application. Prior to the execution of the Agreement, the County will comply with the following notice requirement in Tax Code § 312.2041(a):

Not later than the thirtieth day before the date on which a municipality or county enters into an abatement agreement, the governing body of the municipality or county or a designated officer or employee of the municipality or county shall deliver to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located, a written notice that the municipality or county intends to enter into the agreement. The notice must include a copy of the proposed agreement.

- (c) Each other taxing unit that has jurisdiction over the facility or improvements for which the County approves or disapproves an application for tax abatement shall make its own determination of abatement (if requested by the applicant) which shall not bind any other Affected Jurisdiction.

#### **VIII. RECAPTURE**

- (a) In the event that the facility or improvements are completed and begin operating but subsequently discontinue operating for any reason excepting a force majeure event (as such event may be more specifically defined in the tax abatement) for a period of more than one (1) year during the abatement period, then the abatement agreement shall terminate along with the abatement of taxes for the calendar year during which the agreement is terminated. The taxes otherwise abated for that calendar year shall be paid to the County within sixty (60) days from the date of termination. The County is permitted to enter into a tax abatement agreement that varies from the provisions of this paragraph without being deemed to be in violation of the Guidelines and Criteria so long as the agreement provides for the recapture of property taxes in the event that the approved facility or improvements discontinue operations during the period of tax abatement.
- (b) If the County determines that a party to a tax abatement agreement is in default according to the terms and conditions of its agreement, the County shall notify the party in writing at the address stated in the agreement, and if such is not cured within (60) days from the date of such notice, then the agreement shall be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination. Further, it will be a default under a tax abatement granted pursuant to these Guidelines and Criteria if the owner of the eligible property subject to the abatement is delinquent in paying any undisputed taxes to any taxing authority in Lamar County, Texas. The County is permitted to enter into a tax abatement agreement that varies from the provision of this paragraph without being deemed to be in violation of these Guidelines and Criteria so long as the agreement provides for the recapture of property tax in the event that the applicant named in the tax abatement agreement defaults in its obligations under the agreement.



## **IX. ADMINISTRATION**

- (a) The Chief Appraiser of the Lamar County Appraisal District shall annually determine an assessment of any real and/or personal property that is the subject of a tax abatement agreement. Each party to a tax abatement agrees shall be required to furnish the assessor with such information as may be necessary to determine an assessment. Once a value has been established, the Chief Appraiser shall notify the Affected Jurisdictions of the appraised value.
- (b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility or improvements that are the subject of the agreement during the term of the abatement to inspect the facility or improvements to determine if the terms and conditions of the agreement are being met. The terms, guidelines, and requirements concerning inspections shall be set forth in the abatement agreement.
- (c) After the period of abatement begins, the County shall annually evaluate each facility receiving abatement and report possible violations of the abatement agreement to the Lamar County Commissioners Court. The abatement agreement may also require the party receiving the abatement to file annual certifications with the County.
- (d) All proprietary information acquired by the County for purposes monitoring compliance with the terms and conditions of an abatement agreement shall be considered confidential.
- (e) "Buy Local" Provision. Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency.
- (f) Right to Modify or Cancel. Notwithstanding anything herein, Lamar County may cancel or modify Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones if an owner fails to comply with the Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones.

**X. ASSIGNMENT**

- (a) Except as otherwise provided in the abatement agreement, an abatement agreement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Lamar County Commissioners Court, subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of an assignment and assumption agreement between the holder of the agreement and the assignee. Approval shall not be unreasonably withheld.
- (b) No assignment or transfer shall be approved if the party/parties to the existing agreement or the proposed assignee is liable to any taxing jurisdiction for outstanding taxes or other obligations.

**XI. SUNSET PROVISION**

- (a) These Guidelines and Criteria are effective upon the date of the adoption and will remain in force for two (2) years unless amended by three quarters vote of the Lamar County Commissioners Court, at which time all reinvestment zones and tax abatement contracts created pursuant hereto will be reviewed by each Affected Jurisdiction to determine whether the goals have been achieved. Based on that review, these Guidelines and Criteria may be modified, renewed, or not renewed, providing that such actions shall not affect existing abatement agreements.
- (b) These Guidelines and Criteria do not amend any existing Industrial District Contracts or agreements with the owners of real property in areas deserving of specific attention as agreed by the Affected Jurisdiction.

**XII. SEVERABILITY AND LIMITATIONS**

- (a) In the event that any section, clause, sentence, paragraph or any part of these Guidelines and Criteria shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.
- (b) Property that is located in a reinvestment zone and that is owned or leased by a person who is a member of the Commissioners Court may not be subject to a tax abatement agreement entered into with the County.
- (c) If these Guidelines and Criteria have omitted any mandatory requirements of the applicable tax abatement laws of the State of Texas, then such requirements are hereby incorporated as a part of these Guidelines and Criteria.

**XIII.****TAX ABATEMENT DETERMINATION**

- (a) Nothing herein shall imply or suggest Lamar County is under any obligation or duty to provide tax abatement to any applicant, and reserves the right to make exceptions, approve, and deny based on concerns including, however not limited to environmental and quality of life issues and/or compatibility with the economic goals and objectives of Lamar County.

**GLOSSARY:**

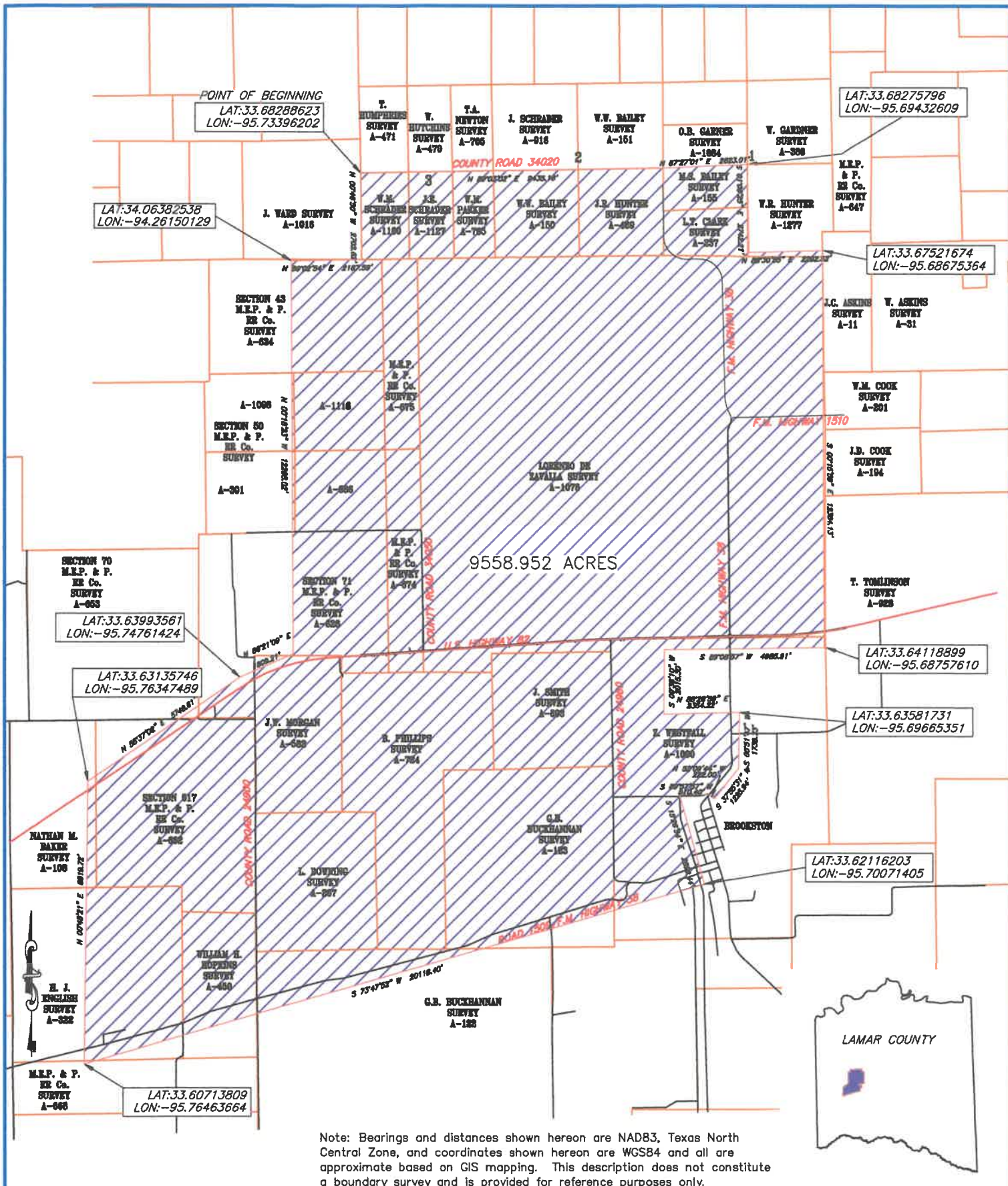
- (a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real or tangible personal property in a reinvestment zone designated by the County or a municipality for economic development purposes.
- (b) "Aquaculture/Agriculture Facility" means building, structures and major earth structure improvements, including fixed machinery and equipment, the primary purposes of which is of food and/or fiber products in commercially marketable quantities.
- (c) "Affected Jurisdiction" means Lamar County and any municipality, or school district, the majority of which is located in Lamar County that levies ad valorem taxes upon and/or provides services to property located within the proposed or existing reinvestment zone designated by Lamar County or any municipality.
- (d) "Agreement" means a contractual agreement between a property owner and/or lessee and the County for the purpose of tax abatement.
- (e) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application.
- (f) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process of technology.
- (g) "Distribution Center Facility" means building and structures, including machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility from which a majority of revenue generated by activity at the facility are derived from outside of Lamar County.
- (h) "Expansion" means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.
- (i) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

- (j) "Manufacturing Facility" means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- (k) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- (l) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (m) "New Jobs" means a newly created employment position on a full-time permanent basis. Two or more part-time permanent employees totaling an average of not less than 40 hours per week may be considered as one full-time permanent employee.
- (n) "Office Building" means a new office building.
- (o) "Other Basic Industry" means buildings and structures, including fixed machinery and equipment not elsewhere described used or to be used for the production of products or services which serve a market primarily outside the County and results in the creation of new permanent jobs and new wealth in the County.
- (p) "Regional Entertainment/Tourism Facility" means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment and/or tourism related services, from which a majority of revenues generated by activity at the facility are derived from outside Lamar County.
- (q) "Research Facility" means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production process thereto.
- (r) "Regional Service Facility" means buildings and structures, including fixed machinery and equipment, used or to be used to provide a service from which a majority of revenues generated by activity at the facility are derived from outside Lamar County.

- (s) **“Renewable Energy Facility”** means buildings and structures, including but not limited to electricity generating equipment (such as wind turbines or photovoltaic solar panels), electric transmission lines, electric power substations, electrical gathering equipment, communications systems and roads, fixed machinery and equipment, used or to be used to provide electrical energy, and which meet the definition of **“Renewable Energy Electric Generation”** in Chapter 313 of the Texas Tax Code.

## **Attachment C**

Attached is a description of the Site.

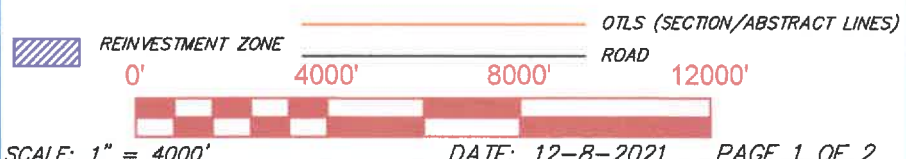


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MOCKINGBIRD SOLAR

REINVESTMENT ZONE Map  
Situating in  
LAMAR COUNTY, TEXAS

### MAP LEGEND





MOCKINGBIRD SOLAR – REINVESTMENT ZONE

LEGAL DESCRIPTION: BEING APPROXIMATELY 9558.952 ACRES OF LAND BEING ALL OF AND ANY PORTIONS OF SURVEYS: W. M. SCHRADER, A-1160, J. E. SCHRADER, A-1127, W.M. PARKER, A-765, W. M. BAILEY, A-150, J.R. HUNTER, A-469, M. S. BAILEY, A-155, L. T. CLARK, A-237, W. R. HUNTER, A-1277, SECTION 43 M. E. P. & P. RR CO., A-634, SECTION 50 M. E. P. & P. RR CO., A-1096, A-1116, A-301 AND A-686, M. E. P. & P. RR CO., A-675, M. E. P. & P. RR CO., A-674, LORENZO DE ZAVALLA, A-1078, SECTION 71, M. E. P. & P. RR CO., A-628, SECTION 517, M. E. P. & P. RR CO., A-652, NATHAN M. BAKER, A-108, J. W. MORGAN, A-582, B. PHILLIPS, A-724, J. SMITH, A-893, Z. WESTFALL, A-1000, G. B. BUCHANNAN, A-123, G. B. BUCHANNAN, A-122, L. DOWNING, A-267, WILLIAM H. HOPKINS, A-450, M. E. P. & P. RR CO., A-668 AND H. J. ENGLISH, A-322 LYING IN AND BEING SITUATED OUT OF LAMAR COUNTY, TEXAS: SAID 9558.952 ACRE TRACT BEING GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING at a point at or near the Northwest corner of the W. M. Schrader Survey, A-1160 for the most northerly west corner hereof and having an approximate Latitude and Longitude of N 33.68288623; W 95.73396202;

THENCE North 89°03'02" East a distance of 9435.16 feet to a point for an angle point hereof;

THENCE North 87°27'01" East a distance of 2623.01 feet to a point at or near the Northeast corner of the M. S. Bailey Survey, A-1-55 for the most northerly east corner hereof and having an approximate Latitude and Longitude of N 33.68275796; W 95.69432609;

THENCE South 01°06'25" East a distance of 2742.21 feet to an ell corner hereof;

THENCE North 88°30'55" East a distance of 2292.52 feet to the most northerly east corner hereof and having an approximate Latitude and Longitude of N 33.67521674; W 95.68675364;

THENCE South 00°15'59" East a distance of 12384.13 feet to the most southerly east corner hereof and having an approximate Latitude and Longitude of N 33.64118899; W 95.68757610;

THENCE South 89°08'57" West a distance of 4985.91 feet to an ell corner hereof;

THENCE South 00°38'10" West a distance of 2015.30 feet to an ell corner hereof;

THENCE North 88°28'59" East a distance of 2354.22 feet to a corner hereof and having an approximate Latitude and Longitude of N 33.63581731; W 95.69665351;

THENCE South 00°51'47" West a distance of 1738.73 feet to a corner hereof;

THENCE South 37°55'31" West a distance of 1225.94 feet to a corner hereof;

THENCE North 52°09'44" West a distance of 222.00 feet to a corner hereof;

THENCE South 89°57'57" West a distance of 910.40 feet to a corner hereof;

THENCE South 15°26'54" East a distance of 2898.44 feet to the southeast corner hereof and having an approximate Latitude and Longitude of N 33.62116203; W 95.70071405;

THENCE South 73°47'52" West a distance of 20118.40 feet to the southwest corner hereof and having an approximate Latitude and Longitude of N 33.60713809; W 95.76463664;

THENCE North 00°48'21" East a distance of 8819.72 feet to a corner hereof and having an approximate Latitude and Longitude of N 33.63135746; W 95.76347489;

THENCE North 55°37'02" East a distance of 5748.61 feet to an angle point hereof and having an approximate Latitude and Longitude of N 33.63993561; W 95.74761424;

THENCE North 66°21'09" East a distance of 1809.21 feet to a corner hereof;

THENCE North 00°18'23" West a distance of 12268.02 feet to an ell corner hereof and having an approximate Latitude and Longitude of N 33.063825538; W 95.26150129;

THENCE North 89°02'54" East a distance of 2187.59 feet to an ell corner hereof;

THENCE North 00°46'50" West a distance of 2702.62 feet to the POINT OF BEGINNING and containing 9558.952 acres of land, more or less.

Note: Bearings and distances shown hereon are NAD83, Texas North Central Zone, and coordinates shown hereon are WGS84 and all are approximate based on GIS mapping. This description does not constitute a boundary survey and is provided for reference purposes only.

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**MOCKINGBIRD SOLAR**

REINVESTMENT ZONE Map  
Situated in  
LAMAR COUNTY, TEXAS

MAP LEGEND



REINVESTMENT ZONE

OTLS (SECTION/ABSTRACT LINES)  
ROAD

SCALE: 1" = 4000'

PAGE 2 OF 2

## **Attachment D**

Attached is the Local Outreach Plan.

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Tax Abatement Agreement  
Lamar County, Texas, Mockingbird Solar Center, LLC – Generation  
September 14, 2022

## **LOCAL OUTREACH PLAN**

A. In connection with the procurement, site preparation, construction and operation of the Project and Improvements in Lamar County, Owner and its agents shall make, and cause its general contractor to make, commercially reasonable attempts to:

1. Utilize qualified and experienced Lamar County individuals and businesses for materials, labor and services, provided that nothing in this paragraph shall require Owner to use services and supplies that are not of similar quality to those provided by residents of businesses outside of Lamar County or are not made available on terms and/or at prices comparable to those offered by residents or businesses outside of Lamar County; and
2. In filling positions of employment connected with the Project and Improvements, Owner and its contractors and agents shall use commercially reasonable efforts to employ qualified and experienced individuals who reside within the borders of Lamar County, provided that nothing in this paragraph shall require Owner or its contractors or agents to employ Lamar County residents who are not (i) equally or more qualified than nonresidents; and (ii) are not available for employment on terms and/or at salaries comparable to those required by nonresidents.

B. In no event shall Owner or its contractors discriminate against Lamar County residents or businesses in employment or in the purchase of goods and services in connection with the construction of the Project and Improvements in Lamar County.

C. Owner and any contractors or agents which Owner plans to use to complete the construction of the Project and Improvements and who may require additional labor and/or services to complete said construction, shall hold a job and contracting information session in Paris, Texas, prior to beginning physical construction of the Project and Improvements at which information will be provided regarding the construction and hiring needs of the Project and Improvements.

D. Notwithstanding the forgoing, Lamar County acknowledges that Owner shall engage a nationally recognized battery storage contractor to act as the general/prime contractor of the Project and Improvements, and that Owner or such contractor shall procure specialty equipment and specialty materials, including but not limited to inverters, transformers, modules, trackers, and energy storage equipment, directly from the manufacturers or distributors of such equipment and materials. The parties agree that such actions shall not in any way violate this Local Outreach Plan.

E. Owner conclusively shall be deemed to comply with this Local Outreach Plan so long as it holds a job and contracting information session as described in paragraph C above and actively solicits proposals from Local contractors or subcontractors and makes its selection using reasonable discretion based on economic, commercial, practical, or similar considerations.

## **Attachment E**

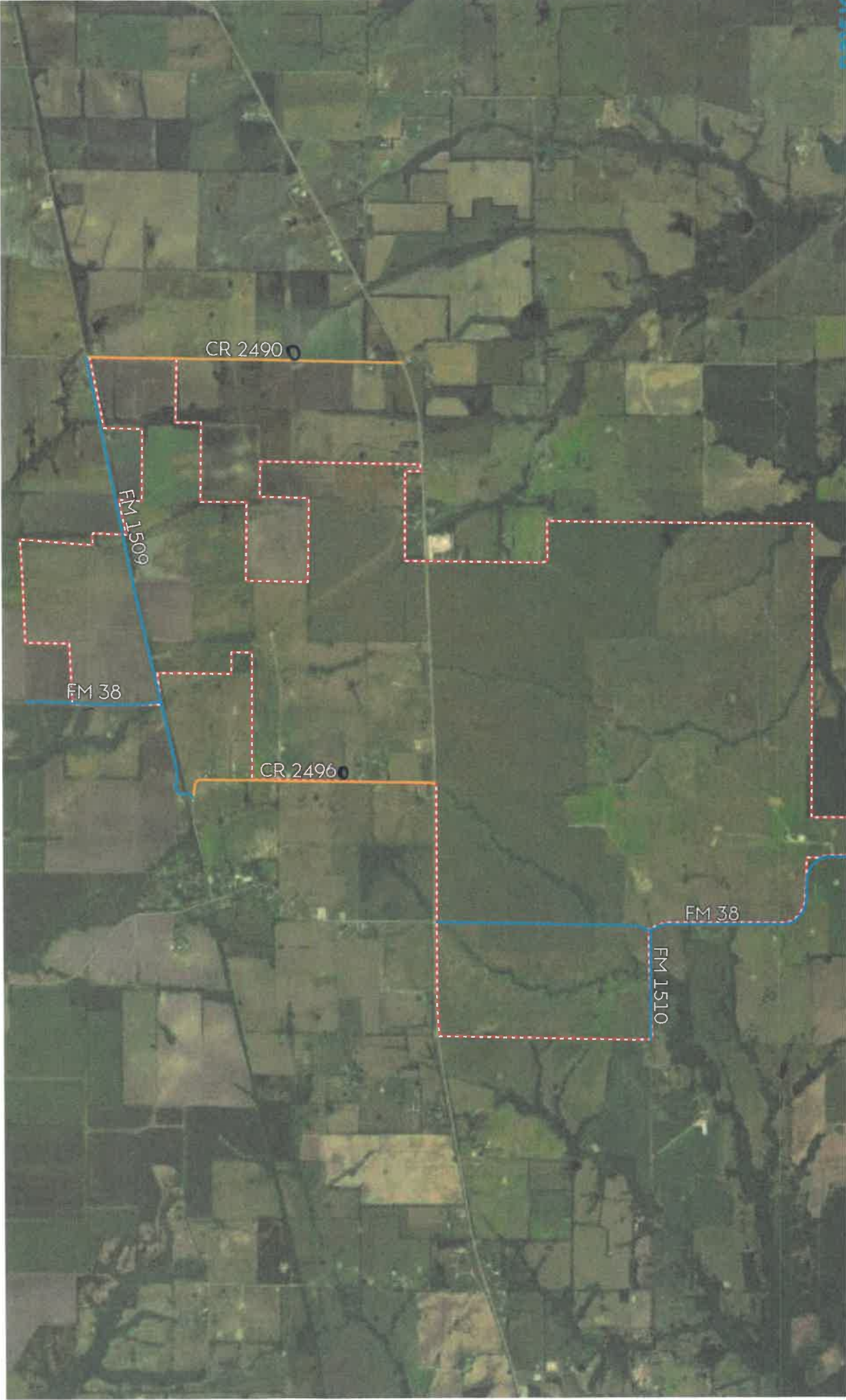
### **County Roads planned for use include:**

County Road 24960

County Road 24900

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Tax Abatement Agreement  
Lamar County, Texas, Mockingbird Solar Center, LLC – Generation  
September 14, 2022



# Mockingbird Solar Center

Lamar County, Texas

August 2022



- County Road Delivery Route
- TxDOT Delivery Route
- Mockingbird Project Boundary

CR 2490	1.9 mi
CR 2496	1.5 mi
FM 38	3.6 mi
FM 1509	2.3 mi
FM 1510	0.6 mi

**Total 9.9 miles**



## Attachment F

### Sample of the Restoration Requirements listed in Owner's Landowner

Restoration. Upon any termination, surrender, or expiration of this Lease, and within one year thereof, Tenant shall restore, to the extent required by any applicable city, county or state ordinance, the subsurface of the Solar Panel Area, but in any event, Tenant shall remove structures and Improvements to the extent reasonably practicable to a depth of three (3) feet below the surface of the Solar Panel Area. In addition, Tenant shall restore the surface of the Solar Panel Area as is reasonably practicable to its original condition as the same existed at the inception of this Lease and shall repair any damage, to the extent reasonably practicable, to the Solar Panel Area as a result of any removal of Tenant's Improvements under this Section. Notwithstanding any of the foregoing, in no event shall Tenant have the obligation to modify the grade of the Solar Panel Area as established by Tenant for its uses or to restore any vegetation. Tenant may elect to leave all roads and grading in their condition existing at the time this Lease terminates or expires. Tenant's restoration obligation under this Section is expressly conditioned upon Landlord granting to Tenant such access to the Property as Tenant may reasonably require to comply with such restoration obligation.

#### Security for Restoration.

Tenant shall provide to Landlord Security (as defined herein) for the removal of Solar Facilities, provided Tenant shall not be required to provide Security to Landlord prior to the tenth (10th) anniversary of the Commencement Date. "**Security**" shall mean the following: (a) bond in a form and substance reasonably satisfactory to Landlord securing performance of the Tenant's obligation to remove the Solar Facilities, which bond shall be equal to the estimated amount of the cost of removing the Solar Facilities less the salvage value of the Solar Facilities ("**Removal Cost**"), which Removal Cost shall be determined by the parties in good faith; provided, however, that if the Parties cannot agree upon the Removal Cost within sixty (60) days, then the Removal Cost shall be determined by an independent engineer mutually selected by the Parties, or, if the Parties cannot agree upon such independent engineer within the next thirty (30) days, then by an independent engineer appointed by a state district judge in the County in which the Property is located, and the decision of such independent engineer (however selected) shall be conclusive as between and binding upon the parties. Tenant shall keep such bond, or a like replacement bond, in force throughout the remainder of the term of this Agreement; or (b) a corporate guaranty with an Investment Grade Credit Rating in an amount equal to the Removal Cost. "**Investment Grade Credit Rating**" means, with respect to any entity, the ratings assigned to such entity's senior long-term debt obligations of BBB- or better from Standard & Poors ("**S&P**") and Baa3 or better from Moody's Investor Services ("**Moody's**"); provided, however, that Tenant's guaranty may qualify as having an Investment Grade Credit Rating even though it is rated by only one of the referenced rating agencies so long as such rating is BBB or better from S&P or Baa2 or better from Moody's; or (c) similar security, such as a letter of credit, in an amount equal to the Net Removal Cost. Tenant shall reevaluate the adequacy of the Security every fifth year after the tenth (10th) anniversary of the Generation Commencement Date.

## **Attachment F**

Attached is a Sample of the Restoration Requirements listed in Owner's Landowner Agreement.