

## AGENDA

**Port Freeport  
Finance Advisory Committee  
Special Meeting  
Thursday, January 13, 2022, 11:45 am - 12:15 pm  
In Person & Videoconference - Administration Building - 1100 Cherry Street - Freeport**

This meeting may be attended virtually or in person.

The meeting will be conducted pursuant to Section 551.127 of the Texas Government Code titled "Videoconference Call." The quorum of the Port Commission will be located at the Commissioner Meeting Room located at 1100 Cherry Street, Freeport, Texas ("Meeting Location"). The Port Commission intends to have a quorum at the Meeting Location. The presiding Commissioner of this meeting will be physically present at the Meeting Location. The public will be permitted to physically attend the meeting at the Meeting Location.

Public comment will be available at the beginning of the meeting during the agenda item devoted to public comment. Public comment may be communicated virtually and in person, but in either event public comment will be limited to 5 minutes per participant and must be communicated verbally. Following public comment, the public will not be permitted to communicate with the Port Commission.

This meeting agenda and agenda packet is posted online at [www.portfreeport.com](http://www.portfreeport.com)

The videoconference is available online as follows:

### Join Zoom Meeting

<https://us02web.zoom.us/j/88356286642?pwd=NUZOUVhoaUdkNnpRMMxMbGpxQzJlZz09>

Meeting ID: 883 5628 6642

Passcode: 620780

### Dial by your location

1 346 248 7799 US (Houston)

1 253 215 8782 US (Tacoma)

1 669 900 9128 US (San Jose)

1 646 558 8656 US (New York)

1 301 715 8592 US (Washington DC)

1 312 626 6799 US (Chicago)

Meeting ID: 883 5628 6642

Find your local number: <https://us02web.zoom.us/j/88356286642?pwd=NUZOUVhoaUdkNnpRMMxMbGpxQzJlZz09>

1. Committee Members: Croft (Chairman), Pirtle, Giesecke
2. CONVENE OPEN SESSION in accordance with Texas Government Code Section 551.001, et. seq., to review and consider the following:
3. Roll Call.
4. Public Comment. (Public comment will be limited to 5 minutes per participant and can be completed in person or virtually)
5. Receive report regarding the status and findings of the annual audit by KM&L, LLC.
6. Discussion regarding the application for tax abatement between Port Freeport and Freeport LNG Development, LP and FLNG Liquefaction 4, LLC regarding construction of a \$2.403 billion expansion of their natural gas liquefaction and LNG export facility for property located in Brazoria County Reinvestment Zone 21-01.

7. Adjourn.

***The Committee does not anticipate going into a closed session under Chapter 551 of the Texas Government Code at this meeting for any other items on the agenda, however, if necessary, the Committee may go into a closed session as permitted by law regarding any item on the agenda.***



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Phyllis Saathoff, Executive Director/CEO

**PORT FREEPORT**

*In compliance with the Americans with Disabilities Act, the District will provide for reasonable accommodations for persons attending its functions. Requests should be received at least 24 hours in advance.*



1100 CHERRY ST. • FREEPORT, TX 77541  
(979) 233-2667 • 1 (800) 362-5743 • FAX: (979) 373-0023  
WWW.PORTFREEPORT.COM

**TO:** Port Commissioners  
Executive Director/CEO

**FROM:** Rob Lowe

**DATE:** December 13, 2021

**SUBJECT:** Application for Tax Abatement in Port Freeport by Freeport LNG Development, LP and FLNG Liquefaction 4, LLC for a proposed Train 4 Liquefaction addition.

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Freeport LNG Development, LP and FLNG Liquefaction 4, LLC is evaluating the construction of Train 4 at their Quintana Liquefaction facility.

Tax abatement considerations:

- \$2,403,472,500 investment
- Ten year term of tax abatement (2023 through 2032)
- Estimated value of \$1,872,969,000 after abatement expires
- Permanent jobs created - 45
- Construction jobs created – 150 at start, 1200 at peak, 400 at finish

Brazoria County Commissioners' Court approved the application and agreement on March 23, 2021.

Staff recommends approval of a ten year term after conducting its assessment and confirming the following:

- The application is complete and the fee has been paid
- The application satisfies the criteria and the abatement is permitted under the Port's *Guidelines and Criteria For Granting Tax Abatements*
- FLNG has complied fully with its obligations to date
- FLNG is not liable to the Port for outstanding taxes or other obligations
- The agreement conforms to and is consistent with the agreement approved by the County

PORT COMMISSION

JOHN HOSS, CHAIRMAN; RUDY SANTOS, VICE CHAIRMAN; DAN CROFT, SECRETARY; ROB GIESECKE, ASST. SECRETARY;  
RAVI K. SINGHANIA, COMMISSIONER; SHANE PIRTLE, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

THE STATE OF TEXAS                   §  
   §  
COUNTY OF BRAZORIA               §

**TAX ABATEMENT AGREEMENT WITH FREEPORT LNG DEVELOPMENT, LP AND  
FLNG LIQUEFACTION 4, LLC FOR PROPERTY LOCATED IN  
BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-01**

This Tax Abatement Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between **PORT FREEPORT** ("Port") and **FREEPORT LNG DEVELOPMENT, LP**, a Limited Partnership authorized to do business in Texas, and **FLNG LIQUEFACTION 4, LLC**, ("Owner"), the owner of taxable real property in Brazoria County, Texas, located in the **BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-01** ("Reinvestment Zone").

**I. AUTHORIZATION**

**1.01** This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code, Chapter 312, as amended, and by resolution of the Port Commission of Port Freeport approving this Abatement.

**II. DEFINITIONS**

- 2.01** As used in this Agreement, the following terms shall have the meanings set forth below:
- a. "Certified Appraised Value" means the January 1st appraised value of the property within the Reinvestment Zone as certified by the Brazoria County Appraisal District as of the January 1st valuation date.
  - b. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in a reinvestment zone designated for economic development purposes.
  - c. "Eligible Property" means the buildings, structures, tangible personal property as defined in the Texas Tax Code including fixed machinery and equipment, process units, site improvements, and related fixed improvements necessary to the operation and administration of the facility.
  - d. "New Eligible Property" means Eligible Property construction of which commences subsequent to the date of the Port approving the Tax Abatement. During the construction phase of the New Eligible Property, Owner may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use.
  - e. "Ineligible Property" means land, existing improvements, tangible personal property that the Brazoria County Appraisal District classifies as inventory and supplies, tools, furnishings and other forms of movable personal property, vehicles, watercraft, aircraft, housing, convalescent homes, assisted living homes/centers, hotel accommodations,

retail facilities, deferred maintenance investments, property to be rented or leased except as provided in Section 2(f), tangible personal property located in the reinvestment zone prior to the effective date of this Agreement, property that is already subject to real or personal property tax moved from one location in Brazoria County to the reinvestment zone, real property with a productive life of less than 10 years, property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas, or any other property for which abatement is not allowed by State law.

- f. “Actual Productive Life” means the actual period of time the improvements were in active service and operation as part of a facility operating in a producing capacity, and this definition supersedes any other definition stated elsewhere.

**2.02** The *Guidelines And Criteria For Granting Tax Abatement In A Reinvestment Zone Created In Port Freeport In Brazoria County, Texas* (“Port Guidelines And Criteria”), adopted by the Port Commission of Port Freeport, are attached hereto as Exhibit “B” and made a part hereof. All definitions set forth therein are applicable to this Agreement.

### **III. SUBJECT PROPERTY**

**3.01** The Reinvestment Zone is an area generally described as approximately 1,800 acres of land in Brazoria County, Texas. The legal description of the Reinvestment Zone is attached hereto as Exhibit C.

**3.02** The Brazoria County Appraisal District has established the value for land, personal property and improvements of Owner in the subject property or of certain tracts of land from which the subject tract of land is derived as of January 1, 2020. The total appraised value is \$6,861,628,580.00 as indicated on the Brazoria County Appraisal District Certification attached hereto as Exhibit D.

### **IV. VALUE AND TERM OF ABATEMENT**

**4.01** This Tax Abatement shall be effective January 1, 2023 and shall continue for a period of ten (10) years, or one-half (½) the productive life of the improvements, whichever is less. One hundred percent (100%) of the value of New Eligible Properties shall be abated subject to Section 4.03 herein below.

**4.02** Pursuant to the above-provisions and subject to Section 4.03 herein below, the term of abatement under this Agreement shall commence January 1, 2023 and continue through December 31, 2032. The benefits of abatement shall continue throughout the last year in which abatement is applied as long as the property and property owner continue to qualify for abatement throughout the last year.

**4.03** If pursuant to the above Section 4.01, it is determined upon completion of improvements, or at any time thereafter (including after the term of abatement otherwise granted under this Agreement) that one-half ( $\frac{1}{2}$ ) the productive life of improvements is less than the term of years of abatement under this Agreement, the term of abatement shall be reduced to one-half ( $\frac{1}{2}$ ) the productive life of the improvements and Owner shall pay to the Port the full amount of taxes otherwise abated in each year in which the term of abatement exceeded one-half ( $\frac{1}{2}$ ) of the actual productive life of the improvements. The amount of taxes for part of a year, if applicable, shall be determined by proration (by multiplying the amount of abated taxes for the entire year by a fraction, the denominator of which is 365 and the numerator of which is the number of days in excess of the term of abatement represented by one-half ( $\frac{1}{2}$ ) of the actual productive life of the improvements). Any recapture hereunder shall be payable within sixty (60) days of written notice. Owner shall certify by statement to the Port and the Brazoria County Appraisal District the estimated productive life of improvements upon completion of the construction; provided, however Owner's estimate of productive life shall not control the operation of this subsection.

**4.04** The payment obligation under Section 4.03 is a continuing obligation. Owner understands and agrees that this Agreement mandates that Owner's abated improvements be in active service and operation as part of a facility operating in a producing capacity for a period of twenty (20) years from the effective commencement date of this agreement (to December 31, 2042) in order for Owner to receive ten (10) full years of abatement that are not subject to the term reduction and recapture/payment obligation provisions of Section 4.03 of this Agreement.

## **V. TAXABILITY**

**5.01** During the period that this Tax Abatement is effective, taxes shall be payable as follows:

- (a) The value of Ineligible Property shall be fully taxable;
- (b) the Certified Appraised Value of existing Eligible Property as determined each year shall be fully taxable; and
- (c) the value of New Eligible Property shall be abated as set forth in Section IV herein.

## **VI. PLANNED IMPROVEMENTS AND EMPLOYMENT**

**6.01** As set forth in the Application attached as Exhibit A, Owner represents that it will construct a liquefied natural gas import and regasification terminal. The estimated value of eligible improvements to be owned by Owner at the end of this Agreement indicated in the application is \$1,872,969,000.00.

**6.02** The Owner represents and warrants that this project will create 45 full-time jobs for employees to be employed at Owner. In addition, Owner represents and warrants that the level of employment stated in the abatement application (including the projected creation or retention of employment) will be maintained for the duration of the abatement period. It is further represented that this project will provide an estimated 150 construction jobs at the beginning of construction, with a peak load of 1200 construction jobs during the course of construction and 400 such jobs upon completion.

**6.03** All improvements shall be completed in accordance with all applicable law.

**6.04** The Owner shall not make any use of the property that is inconsistent with the general purpose of encouraging development or redevelopment of the reinvestment zone during the period that the property tax exemptions are in effect.

**6.05** The Owner estimated in its application that construction of the improvements will begin in March of 2022 with completion estimated in the first quarter of 2026.

## **VII. EVENT OF DEFAULT**

**7.01** During the abatement period covered by this Agreement, the Port may declare a default hereunder by the Owner if:

- (a) the Owner fails to commence construction of the new facility described in Section VI above, and the Application attached hereto as Exhibit A within two (2) years from the date this Agreement is executed;
- (b) the Owner fails to construct the new facility described in Section VI above;
- (c) the Owner refuses or neglects to comply with any of the terms of this Agreement;
- (d) any representation made by the Owner in this Agreement is false or misleading in any material respect; or
- (e) the constructed facility fails to meet the economic qualifications of Section 2(h) of the Port Guidelines and Criteria. The economic qualifications of Section 2(h) therein expressly include the requirement that the level of employment stated in the Application for the property that is the subject of the Tax Abatement Agreement be maintained for the duration of the abatement period.

**7.02** Should the Port determine the Owner to be in default of this Agreement, the Port shall notify the Owner in writing prior to the end of the abatement period, and if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated; provided, however, that in the case of a default for causes beyond Owner's reasonable control cannot with due diligence be cured within such sixty-day period, the Cure Period shall be deemed extended if Owner (i) shall immediately, upon the receipt of such notice, advise the Port of Owner's intention to institute all steps necessary to cure such default and (ii) shall institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

**7.03** In the event the Owner allows its ad valorem taxes owed the Port to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or if the Owner defaults and/or violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period, this Agreement may then be terminated and all taxes previously abated by virtue of this Agreement will be recaptured and paid within sixty (60) days of termination.

**7.04** In the event the facility contemplated herein is completed and begins producing product or service, but the Owner fails to maintain the level of employment (including the projected creation or retention of employment) set forth in Section 6.02, the Port may elect to: (a) Declare a default and terminate this Agreement without recapturing prior years' abated taxes; (b) Declare a default, terminate this Agreement and order a recapture of all or part of the previous years' abated taxes; (c) Set specific terms and conditions for the continuation of the abatement exemption for the duration of the term of this Agreement under its present terms or alter the amount of the abatement for the remaining term of this Agreement; or (d) Order recapture pursuant to the provisions of Section 4.03 of this Agreement, if applicable.

## **VIII. ADMINISTRATION**

**8.01** This Agreement shall be administered on behalf of the Port by its Chief Financial Officer. The Owner shall allow authorized employees and/or representatives of the Port who have been designated and approved by the Port to have access to this Reinvestment Zone during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made at a mutually agreeable time after the giving of forty-eight (48) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the Owner and in accordance with the Owner's safety standards.

**8.02** Upon completion of the contemplated construction, the Chief Financial Officer and/or other persons appointed by the Port shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Port Commission of Port Freeport.

**8.03** The Chief Appraiser of the Brazoria County Appraisal District annually shall determine (a) the taxable value pursuant to the terms of this abatement of the real and personal property comprising this Reinvestment Zone and (b) the full taxable value without abatement of the real and personal property comprising this Reinvestment Zone. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be captured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, V.A.T.S. Tax Code, as may be necessary for the administration of the abatement specified herein.



**8.04** If the Port terminates this Agreement, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Brazoria County District Courts appealing such termination within ninety (90) days after receipt from the Port of written notice of the termination. If an appeal suit is filed, Owner shall remit to the Port, within sixty (60) days after receipt of the notice of termination, any additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provisions of Section 42.08 V.A.T.S. Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Port pursuant to Section 42.42 V.A.T.S. Tax Code. If the final determination of the appeal decreases the Owner's tax liability, the Port shall refund to the Owner the difference between the amount of tax paid and the amount of tax for which the Owner is liable pursuant to Section 42.43, V.A.T.S. Tax Code.

## **IX. INFORMATION PROVIDED BY OWNER**

**9.01** Pursuant to Section 5(a)(7) of the Port Guidelines And Criteria, Owner shall annually furnish information necessary for Port's evaluation of Owner's compliance with the terms and conditions of this Agreement and the Port Guidelines And Criteria (in the form of an annual report/statement of compliance to be mailed to the Chief Financial Officer of the Port on or before January 31<sup>st</sup> of each year of the tax abatement contract term).

**9.02** Additionally, Owner shall furnish the following information or written statements to the Port upon request during the term of this Agreement:

- (a) Statement by Owner certifying the commencement and/or completion date of the contemplated improvements described in Section VI herein and in the abatement application;
- (b) Statement by Owner of the number of permanent employees, contract employees and construction employees actually employed at the facility location;
- (c) Statement by Owner describing the status of construction of the contemplated improvements, percentage of construction completed, construction schedule, and an estimate of taxable value of constructed improvements on the date of the statement; or
- (d) In lieu of the above statements, Owner may furnish documents and records verifying the above requested information.
- (e) Any information, documents or records of any kind reasonably necessary for the Port's evaluation of Owner's compliance with the terms and conditions of this agreement and the Port Guidelines and Criteria, provided that Owner shall not be required to furnish any information, documents or records which a reasonably prudent Owner or company under

the same or similar circumstances would consider to be harmful to its business operations.

**9.03** Owner's statements described above shall be verified by the project manager or other appropriate official. Failure to provide any requested statement or information without just cause within sixty (60) days of the request or presentation of any false or misleading statement may at the Port's option, be construed as a default by Owner under this Agreement and cause for immediate termination of this Agreement and recapture of all previously abated taxes, if after written notice of default, Owner has not cured such default prior to the expiration of thirty (30) days from such written notice. The Cure Period provisions of Section VII are not applicable to a default and termination under this paragraph.

**9.04** Owner has a continuing obligation for a period of twenty (20) years from the effective commencement date of this Agreement (to December 31, 2042) to report to the Port any plant closure or permanent cessation of production at the abated facility and to furnish to the Port upon request a written confirmation as to whether or not the abated improvements are in service as part of a producing facility or, if applicable, a statement of the beginning and ending dates of production from and/or the beginning and ending dates of operation of the abated facility improvements; or to provide other similar information necessary to determine the actual or estimated productive life of the abated improvements.

**9.05** Pursuant to Section 5(a)(8) and Section 7(e) of the Port Guidelines and Criteria, Owner shall, upon expiration of this Agreement, begin annually reporting the status of the abated improvements regarding active service and operation as part of a facility operating in a producing capacity. Reporting will be for the same amount of years as the tax abatement period and in the form of a "Productive Life Report" to be mailed to the Chief Financial Officer of the Port on or before January 31<sup>st</sup> of each year for ten (10) years following the expiration of the tax abatement contract.

## **X. INDEMNIFICATION**

**10.01** Owner agrees to indemnify and hold harmless the Port, its Port Commission, officers and employees from and against all obligations, claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred in defense of same) arising in favor of other governmental entities and agencies or third parties (including employees of Owner) as a result of or arising out of, the covenants to be performed by Owner under this Agreement, or any rights and provisions granted in this Agreement.

## **XI. ASSIGNMENT**

**11.01** Owner may assign this Agreement to a new owner or lessee of the same facility upon the approval by resolution of the Port Commission of Port Freeport subject to the financial capacity of the assignee and provided that all conditions and obligations in this Agreement are guaranteed by the execution of a new contractual agreement with the Port. No assignment or transfer shall be approved if

the parties to the existing agreement or the new owner or new lessees are liable to the Port or any affected jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld.

## **XII. ANNUAL PAYMENT TO ECONOMIC DEVELOPMENT FUND**

**12.01** Intentionally left blank.

## **XIII. MODIFICATION OR TERMINATION**

**13.01** At any time before the expiration of this Agreement the parties may, upon mutual consent, modify or terminate the original agreement. Such modification or termination shall be done in accordance with Property Redevelopment and Tax Abatement Act, V.A.T.S., Chapter 312, Section 312.208 of Subchapter B.

## **XIV. AUTHORITY OF AGENT**

**14.01** By acceptance of this Agreement and/or any benefits conferred hereunder, Owner represents that its undersigned agents have complete and unrestricted authority to enter into this Agreement and to obligate and bind Owner to all of the terms, covenants and conditions contained in this Agreement.

## **XV. NOTICE**

**15.01** Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Port or Owner at the following addresses. If mailed, any notice or communications shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:

**Freeport LNG Development, LP**  
333 Clay St., Suite 5050  
Houston, Texas 77002  
Attn: Head of Tax

**FLNG LIQUEFACTION 4, LLC**  
333 Clay St., Suite 5050  
Houston, Texas 77002

To the Port:

**PORT FREEPORT**  
Attn: Chief Financial Officer  
1100 Cherry Street  
Freeport, Texas 77541

Either party may designate a different address by giving the other party ten days written notice.

## **XVI. DATE**

**16.01** The Port executes this Agreement by and through the Chairman of the Port Commission acting pursuant to a resolution approved by the Port Commission of Port Freeport, so authorizing, and the effective execution date of this Agreement is the date of the countersignature of the Chairman of the Port Commission.

This Agreement has been executed by the parties in multiple originals, each having full force and effect.

**PORT FREEPORT**

By: \_\_\_\_\_  
JOHN HOSS  
CHAIRMAN  
PORT FREEPORT

Date signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DAN CROFT, SECRETARY

Date signed: \_\_\_\_\_

**FREEPORT LNG DEVELOPMENT, LP**  
**By: FREEPORT LNG-GP, LLC, its sole general partner**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Date signed: \_\_\_\_\_

**FLNG LIQUEFACTION 4, LLC**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Date signed: \_\_\_\_\_

**RESOLUTION APPROVING THE APPLICATION AND TAX ABATEMENT  
AGREEMENT FOR FREEPORT LNG DEVELOPMENT, LP AND FLNG  
LIQUEFACTION 4, LLC FOR PROPERTY LOCATED IN BRAZORIA COUNTY  
REINVESTMENT ZONE NO. 21-01**

At a regular meeting of the Port Commission of Port Freeport of Brazoria County, Texas (the "Port") held at the office of the Port at 1100 Cherry Street, Freeport, Texas, on the 13<sup>th</sup> day of January, 2022, among other business, on motion duly made and seconded, the following resolution was passed and adopted:

**F I N D I N G S**

1. Due and proper notice of the date, time, place and purpose of this meeting has been duly given in accordance with the provisions of the Texas Open Meetings Act, and such meeting has been conducted in accordance with said Open Meetings Act.

2. Port Freeport ("Port") has heretofore adopted guidelines and criteria for granting tax abatement in a reinvestment zone in Brazoria County, Texas.

3. A Tax Abatement Agreement for property located in the Brazoria County Reinvestment Zone No. 21-01 was entered into by and between Brazoria County and Freeport LNG Development, LP and FLNG Liquefaction 4, LLC on March 23, 2021.

4. Section 312.206(a) of Subchapter B of the Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code, Chapter 312 and other applicable sections of said statute, provide that if property taxes are abated within the taxing jurisdiction of a municipality, the governing body of any other taxing unit in which the property is located may execute a written agreement with such owner of the property.

5. The Port Commission herenow finds and determines that the property subject to the following proposed agreement meets the applicable guidelines and criteria adopted by the governing body of the Port: TAX ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-01.

6. The Port Commission finds and determines that the granting of this tax abatement to Freeport LNG Development, LP and FLNG Liquefaction 4, LLC will promote the development of industry within the Port boundaries, provides additional employment and strengthen the economy of the area, and is therefore in the best interest of the Port:

**R E S O L U T I O N**

NOW THEREFORE, BE IT RESOLVED by the Port Commission of Port Freeport, that the Port enter into the following agreement, and that the Chairman and Secretary of the Commission be, and they are hereby authorized to execute said agreement on behalf of the Port: TAX ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-01.

# EXHIBIT

## A



CUMMINGS WESTLAKE  
PROPERTY TAX ADVISORS

Received

NOV 23 2021

Port Freeport

November 22, 2021

Port Freeport  
Attn: Phyllis Saathoff, Executive Director/CEO  
1100 Cherry Street  
Freeport, TX 77541

Re: **Tax Abatement Application of Freeport LNG Development, L.P.**

Dear Ms.. Saathoff,

On October 10, 2020 Freeport LNG Development, L.P. notified your office of its intent to terminate the Second Modified Tax Abatement Agreement Freeport LNG Development, et al No. 6 due to delays in commercialization of its Train 4 project and expiration of the Reinvestment Zone 2A and 3. A copy of the termination letter is attached for reference. At that time, it was noted that Freeport LNG would be re-applying for tax abatement covering the train 4 project. With the foregoing in mind, please find attached the re-application for Tax Abatement for the Freeport LNG Development, L.P. Train 4 project.

Freeport LNG Development would request that Port Freeport act favorably on the Application and initiate a Tax Abatement Agreement with terms similar to those in the Agreement that was terminated.

Please let me know if you have questions or would like additional information.

Sincerely,

Sam Gregson  
Senior Consultant





October 10, 2020

Port Freeport  
Attn: Phyllis Saathoff, Executive Director/CEO  
1100 Cherry Street  
Freeport, TX 77541

**RE:** Request for Termination of the Second Modified Tax Abatement Agreement Freeport LNG Development LP, et al No. 6, between Port Freeport and Freeport LNG Development, LP, Freeport LNG Expansion, LP, FLNG Liquefaction, 4, LLC and FLIQ Common Facilities, LLC, effective as of January 1, 2020 (the "Second Modified Abatement Agreement")

Dear Ms. Saathoff,

Freeport LNG Development, L.P. (Freeport LNG), on behalf of itself and Freeport LNG Expansion, LP, FLNG Liquefaction 4, LLC and FLIQ Common Facilities, LLC, hereby respectfully requests the Second Modified Abatement Agreement be terminated in accordance with Section 13.01 therein.

At the time of execution of the Second Modified Abatement Agreement, Freeport LNG estimated that construction on its Train 4 Project would begin in the second quarter of 2020 or sometime soon thereafter. However, due to circumstances beyond our control, largely related to waning global LNG demand delaying the commercialization of the Train 4 Project, we will not be able to commence construction on the Eligible Property as described in Section 2.01c of the Second Modified Abatement Agreement until a future date. Further, Reinvestment Zones 2A and 3 have expired requiring Freeport LNG to establish new reinvestment zones.

Due to the construction delays and the expiration of Reinvestment Zones 2A and 3, Freeport LNG is requesting a termination of the Second Modified Abatement Agreement under Section 13.01 and in accordance with Property Redevelopment and Tax Abatement Act, V.A.T.S., Chapter 312, Section 312.208 of Subchapter B. Freeport LNG would appreciate it if you could please bring this termination request to the Port Commissioners for action at the next available meeting of the Port Commission. Freeport LNG will immediately begin the process of renewing the expired Reinvestment Zones 2A and 3. Following the creation of new reinvestment zones and greater schedule certainty for the commercialization of the Train 4 Project, Freeport LNG will reapply for tax abatements covering the Train 4 Project.

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**Freeport LNG Development, L.P.**

333 Clay Street, Suite 5050 • Houston, Texas 77002-4173 • Phone: 713-980-2888 • Fax: 713-980-2903



Freeport LNG has greatly appreciated the consistent support and assistance that Port Freeport has provided to Freeport LNG in the past, and we look forward to continuing to grow and support Port Freeport's business for decades to come.

Please let us know if you have any questions or require additional information. Thank you for your assistance in this matter.

Best Regards,

A handwritten signature in dark ink, appearing to read "S. L. Cornelius".

S. L. Cornelius  
President & COO  
Freeport LNG Development, L.P.

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**Freeport LNG Development, L.P.**

333 Clay Street, Suite 5050 • Houston, Texas 77002-4173 • Phone: 713-980-2888 • Fax: 713-980-2903

**APPLICATION FOR TAX ABATEMENT IN  
PORT FREEPORT IN  
BRAZORIA COUNTY, TEXAS**

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**INSTRUCTIONS FOR COMPLETION OF APPLICATION:**

1. Attach additional pages if there is not enough space allotted to answer questions on the application.
2. Applicants and projects must meet the requirements established by the Port Freeport Guidelines and Criteria (attached) in order to receive positive consideration. **PLEASE READ THE CRITERIA PRIOR TO COMPLETING THE APPLICATION.**
3. Applicants must submit an application processing fee in the amount of ONE THOUSAND & NO/100 (\$1,000.00) DOLLARS to cover costs of legal notices to be published.
4. Applicants must submit an adequately definitive legal description that sufficiently describes the tract(s) of land comprising the proposed tax abatement area (reinvestment zone) upon which the new facility, expansion or modernization project will be located. Applications with insufficient or indefinite legal descriptions will be returned to the applicant for amendment and such applications will not be considered for hearing until corrected.
5. Applicant must submit the attached "Certification of Appraised Value of Properties" form as part of this application. The certification should cover the proposed tax abatement area and it is the responsibility of the applicant to obtain this information from the Brazoria County Appraisal District.

**PART I  
APPLICANT'S INFORMATION**

The taxing unit may consider applicant financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the new application a copy of their latest annual report to the stockholders. Other applicants and new companies should attach a statement showing: (1) when the company was established; (2) business references [name, contact and telephone number of principal bank, accountant and attorney]; and (3) may be required to submit an audited financial statement and business plan. **Attach as Exhibit "A".**

## **PARTS II & III PROJECTION INFORMATION**

Only facilities listed in Section 2(a) of the Guidelines may receive abatement without applying for a variance. Check guidelines definitions in Section I to see if project qualifies.

If the project is a Regional Entertainment Facility, Regional Service Facility, Regional Distribution Center Facility, or other basic industry, include the following items: (1) market studies; (2) business plans; and (3) agreements or other materials demonstrating that the facility is intended to serve a market of which the majority is substantially outside the Brazoria County region. See Part III of the Application – Required Exhibits.

## **PART IV ECONOMIC IMPACT INFORMATION**

### **Permanent Employment Estimates**

In estimating the permanent employment, include the total number of jobs created at this site by your firm as well as known permanent jobs of service contractors required for operation.

### **Estimated Appraised Value on Site**

The value January 1 preceding abatement should be the value established by the Brazoria County Central Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least one million dollars after the period of abatement expires. Projections of value should be a “best estimate” based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project-related improvements such as office in excess of that used for plant administration, housing, etc. **Attach as Exhibit “B”.**

## **PARTS V & VI**

Self-explanatory.

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**FILING INSTRUCTION:**

This application should be filed at least NINETY (90) DAYS prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumed conformance with **“GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE IN BRAZORIA COUNTY”** (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

**ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE  
SUBMITTED TO:**

**CHIEF FINANCIAL OFFICER  
PORT FREEPORT  
1100 CHERRY STREET  
FREEPORT, TX 77541**

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**PART I - APPLICANT INFORMATION**

Company Name: FREEPORT LNG DEVELOPMENT, LP & IT'S AFFILIATES Submittal Date: \_\_\_\_\_  
Address/City: 333 CLAY STREET, SUITE 5050, HOUSTON, TX 77002  
Phone: 713-634-3560  
Name/Address/Phone of Company Contact on this Project: GREG MAXIM C/O CUMMINGS WESTLAKE LLC  
16410 NORTH ELDRIDGE PARKWAY, TOMBALL, TX 77377 713-266-4456 xt 100  
Type of Structure:      Corporation ( )      Partnership (x)      Proprietorship ( )  
Total number employed: 230      Corporate Annual Sales per year: N/A  
Annual Report submitted:      Yes ( )      No (x) (see instructions)

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**PART II - PROJECT INFORMATION**

Check Type of Facility to be abated:

Manufacturing	(x)	Regional Distribution	( )
Regional Service	( )	Regional Entertainment Center	( )
Research	( )	Other Basic Industry	( )

Proposed Facility Address and Legal Description: **Attach as Exhibit “C”.**

Attach a map showing site. **Attach as Exhibit “D”.**

**Abatement Term Requested:** 10 YEARS      **Percentage Requested:** 100%

Proposed facility located in the following taxing jurisdictions:

School District: BRAZOSPORT ISD  
College District: BRAZOSPORT COLLEGE  
Drainage District: VELASCO  
Hospital District: N/A  
City: N/A  
Other Taxing Jurisdictions: PORT FREEPORT, BRAZORIA COUNTY

Describe product or service to be provided: NATURAL GAS LIQUEFACTION AND LNG EXPORT FACILITY

This application is for a:    New Plant ( )            Expansion (X)            Modernization ( )

### PART III - PROJECT DESCRIPTION

Please attach a statement (1) fully explaining the project; (2) describing the site and existing improvements; (3) describing all proposed improvements; and (4) providing a list of improvements and fixed equipment for which abatement is requested. **Attach as Exhibit "E".**

If applicable, please describe any additional property located outside of the proposed reinvestment zone that would add to the overall value of the project.

### PART IV - ECONOMIC IMPACT INFORMATION

A. Estimated cost of proposed improvements: \$2,403,472,500

B. Permanent employment estimates:  
If existing facility, the current plant employment: 230  
Estimated number of plant jobs retained: (230)            Jobs created: (45) 1  
Number of employees anticipated at start-up: 275 within one year: 275

C. Construction employment estimates:  
Construction to start:    Month: MARCH            Year: 2022  
Construction to be completed:    Month: JANUARY            Year: 2026  
Number construction jobs anticipated:  
At start: 150            Peak: 1200            Finish: 400

D. School District impact estimates:  
Number of families transferred to area: 10  
Number of children added to ISDs: 15

E. City Impact estimates  
Volume of treated water required from City: 0  
Volume of effluent to be treated by City: 0

**Please provide statement by Addendum relative to planned water and sewer treatment methods and disposal of effluent if the facility is to be located outside city systems. If effluent is not treated by municipal facilities, by Addendum, include an explanation of the manner of treatment and by whom. Attach as Exhibit "F".**

Has permitting been started: Yes ( ☒ ) No ( ☐ )

F. Estimated appraised value on site:

	LAND	PERSONAL PROPERTY	IMPROVEMENTS
Valuation of existing property as of January 1, preceding this abatement application:	<u>0</u>	<u>0</u>	<u>\$10,480,220</u>
Estimated value of Personal Property and Improvements, <b>not subject to abatement, excluding exempt Pollution Control Equipment</b> , upon completion of the project subject to this application:		<u>\$20,000,000</u>	<u>0</u>
Estimated value of abated improvements at the completion of construction:			<u>\$ 2,403,472,500</u>
Estimated value of Tangible Personal Property, <b>subject to abatement</b> :		<u>0</u>	
Estimated value of abated improvements after abatement agreement expires:			<u>\$ 1,872,969,000</u>
Estimated value of abated Tangible Personal Property, after abatement agreement expires:		<u>N/A</u>	
Estimated value, upon completion of the project, of exempt pollution control equipment:			<u>\$46,824,225</u>

G. Minimum Production Life of Equipment: 25 YEARS

H. Variance: Is a variance being sought under any provision of the "Guidelines"? Yes ( ☒ ) No ( ☐ )  
If "Yes", attach any supplementary information required. **Attach as Exhibit "G".**

I. Statement on planned efforts to use Brazoria County Vendors and Services: Please attach a statement describing willingness and planned efforts to use qualified Brazoria County Vendors and services where applicable in the construction and operation of the facility. (See Section 2 (h) (6) of the Guidelines and Criteria for Granting Tax Abatement). **Attach as Exhibit "H".**

J. Tangible Personal Property Abatement Request: Attach a detailed list describing all tangible personal property sought to be abated. Said list must include projected life, cost, and value after abatement agreement expires. **Attach as Exhibit "I".**

## PART V - OTHER AGREEMENT APPLICATIONS

Has the company made application for abatement of this project to other taxing jurisdictions or counties:                      Yes (x)                      No ( )

If "Yes", provide (1) dates of application; (2) hearing dates; (3) name of jurisdiction(s) and contact(s); and (4) any letters of intent to abate. **Attach as Exhibit "J".**

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## PARTS VI - DECLARATION

To the Best of my knowledge, the above information is an accurate description of project details.

  
\_\_\_\_\_  
Company Official Signature

  
\_\_\_\_\_  
Printed Name & Title of Company Official



## **REQUIRED ATTACHMENTS**

- EXHIBIT “A” – Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan**
- EXHIBIT “B” – Certification of Appraised Value of Properties as of January 1, 20\_\_**
- EXHIBIT “C” – Proposed Facility Address and Legal Description**
- EXHIBIT “D” – Map Showing Site**
- EXHIBIT “E” – Project Description including Time Schedule for Undertaking and Completing Project**
- EXHIBIT “F” – Planned Water and Sewer Treatment Methods and Disposal of Effluent**
- EXHIBIT “G” – Letter/Statement regarding Variance Requests**
- EXHIBIT “H” – Statement on Planned Use of Brazoria County Vendors**
- EXHIBIT “I” – Detailed Itemized List of Tangible Personal Property requesting to be abated**
- EXHIBIT “J” – Application for Abatement with Other Taxing Jurisdictions**

## EXHIBIT C

### PROPOSED FACILITY ADDRESS AND LEGAL DESCRIPTION

TERMINAL ADDRESS: 1500 Lamar Street, Quintana, Texas 77541

LEGAL DESCRIPTION: Please see the attached legal descriptions

Total Acreage for Freeport LNG Development Reinvestment Zone

	<u>Acreage</u>	<u>Acreage</u>
Freeport LNG Development, LP Reinvestment Zone		
Tract I - Main Facilities - Regas		211.700
Lease V		170.051
Lease IV		47.450
Quintana Townsite Lots/Blocks 23 and 10 and Roadway Crossings		
Holly Street Crossing (R.O.W.)		0.1403
Quintana, Block 23, Lot 1		0.1416
Quintana, Block 23, Lot 2		0.1416
Quintana, Block 23, Lot 3		0.1416
Quintana, Block 23, Lot 4		0.1416
Quintana, Block 23, Lot 6		0.1416
Quintana, Block 23, Lot 7		0.1416
Quintana, Block 23, Lot 8		0.1416
Quintana, Block 23, Lot 9		0.1416
Quintana, Block 23, Lot 10		0.1416
Quintana, Block 23, Lot 11-12		0.2831
Second Street Crossing (R.O.W.)		0.1403
Quintana, Block 10, Lot 7		0.1416
Quintana, Block 10, Lot 8		0.1416
Quintana, Block 10, Lot 9		0.1416
Quintana, Block 10, Lot 10		0.1416
Quintana, Block 10, Lot 11		0.1416
Quintana, Block 10, Lot 12		0.1416
Total Quintana Townsite Lots and Road Crossing R.O.W.		2.6876
ROW Tracts for existing 42" pipeline, Proposed NGL Pipeline and Proposed Fiber Optics	Temporary Easement	Permanent Easement, Tract or Roadway/Waterway Crossing
2	0.000	2.638
3	0.000	0.240
5	0.000	0.210
6	0.410	0.480
6R	0.000	0.127
6.5R	0.000	0.051
7	0.820	0.660
7R	0.000	0.034
8	1.390	0.640
9	0.070	0.060
10	0.000	0.220
10R	0.000	0.047
11	0.000	0.558
12	8.270	1.380
15	0.800	0.410
16	0.830	0.420
16R	0.000	0.507
17	1.240	0.570
18 & 19	0.700	0.790
20	0.560	0.330
21	0.000	0.270
21R	0.000	0.409
22	0.000	0.049
22a	0.000	0.210
22R	0.000	0.037
23a	0.000	0.600
24a	0.000	0.030
25a	0.000	5.000
26a	0.000	5.000
26R	0.000	0.036
26.5a	0.000	0.220
27a	0.000	5.000
28a	0.000	0.720
29a	0.000	0.300
30a	0.000	0.240
31a	0.000	0.340
35	0.000	0.340
36	0.000	5.000
37	0.390	0.000
37.5	4.070	0.510
37.5R	0.000	0.048

Total Acreage for Freeport LNG Development Reinvestment Zone

38	1.900	0.910
39	11.150	4.530
40	0.990	0.700
41	0.540	0.360
42	0.500	0.360
43	0.540	0.360
44	0.720	0.360
45	0.540	0.380
46	0.460	0.310
47	0.460	0.310
48	0.460	0.310
49	0.610	0.310
50	0.460	0.310
51	0.610	0.370
52	1.220	0.610
52R	0.000	0.075
53	0.000	0.610
55	0.000	0.020
56	0.000	0.911
57	0.000	0.680
57R	0.000	0.139
58	1.840	1.390
59	0.530	0.600
61	4.040	2.690
62.01 and 62.02	0.540	0.460
62.023	0.020	0.030
62a	2.000	1.500
62.03	0.200	0.230
65	0.440	0.500
66	0.890	1.020
67	0.000	21.700
68	0.020	0.020
69	0.180	7.780
Total Calculated Existing 42" Pipeline, Proposed NGL Line and Proposed Fiber Optics ROW Acreage		85.576
Sorrell Property		136.986
Sorrell - Bid		305.672
Sorrell Tract 136		4.998
Sorrell Tract 140		4.976
Sorrell Tract 154		5.112
Sorrell Tract 156 & 163		10.224
Sorrell Tract 158-161		20.595
Sorrell Tract 166		4.990
Sorrell Tract 167		4.504
Sorrell Tract 168		4.980
Sorrell Tract 170 & 171		10.001
Sorrell Tract 173		5.039
Sorrell Tract 133-135 & 174-180		50.210
Sorrell Tracts 62, 63, 66, 67		20.000
Total Sorrell Property Acreage		451.301
Total Pinto Partners Tract		774.678
Meter Station		9.210
Total Freeport LNG Development, L.P. Reinvestment Zone Acreage		1,804.06

FREEPORT LNG DEVELOPMENT L.P.  
REINVESTMENT ZONE

LEGAL DESCRIPTION

FLNG Land, Inc.

August 13, 2008

**TRACT I**

Field notes for a 211.70 acre tract of land out of the Stephen F. Austin 1/3 League, Abstract No. 28, Brazoria County, Texas. Said 211.70 acre tract being recorded in Memorandum of Lease agreements between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. Said 211.70 acre tract of land being described in the following recorded documents:

Memorandum of Lease between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. dated June 30, 2004 Document No. 2004038630 of the Official Records of Brazoria County, Texas

Memorandum of Lease between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. dated June 30, 2004 Document No. 2004038631 of the Official Records of Brazoria County, Texas

Memorandum of Lease between Brazos River Harbor Navigation District of Brazoria County, Texas and FLNG Land, Inc. dated June 30, 2004 Document No. 2004038632 of the Official Records of Brazoria County, Texas

Said 211.70 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod found on the northwest right of way line of County Road 723 (80-feet wide) for the east corner of a called 212.913 acre tract of land described by Deed to Brazos River Harbor Navigation District of Brazoria County, Texas, filed for record March 28, 1968 in Volume 1340, Page 97 of the Deed Records of Brazoria County, Texas. Said iron rod being a corner of said 211.70 acre lease tract as described in the aforesaid Memorandum of Lease agreements.

1. **THENCE**, with the northwest right of way line of County Road 723, same being the Lease Line of said 211.70 acre tract as described in the aforesaid Memorandum of Lease agreements, S 56°10'39" W, a distance of 846.86 feet to an 5/8-inch iron rod with cap stamped "John Mercer" found for the most southerly corner of the herein described tract of land.
2. **THENCE**, continuing with said Lease Line, N 33°49'26" W, at 1524.01 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a total distance of 1574.01 feet to a point on the shoreline of the Gulf Intra-Coastal Waterway for the west corner of the herein described tract.
3. **THENCE**, continuing with said Lease Line, same being the shoreline of the Gulf Intra-Coastal Waterway the following forty courses:

4. N 60°21'17" E, a distance of 40.34 feet;
5. N 56°28'13" E, a distance of 104.62 feet;
6. N 53°02'48" E, a distance of 111.40 feet;
7. N 58°30'57" E, a distance of 131.95 feet;
8. N 58°44'21" E, a distance of 47.64 feet;
9. N 53°13'06" E, a distance of 72.39 feet;
10. N 72°38'26" E, a distance of 41.83 feet;
11. N 56°50'17" E, a distance of 53.99 feet;
12. N 75°24'57" E, a distance of 51.04 feet;
13. N 89°44'23" E, a distance of 34.81 feet;
14. N 59°46'16" E, a distance of 51.51 feet;
15. N 57°01'39" E, a distance of 86.74 feet;
16. N 37°16'17" E, a distance of 36.25 feet;
17. N 09°04'44" W, a distance of 13.59 feet;
18. N 45°16'11" E, a distance of 45.79 feet;
19. N 23°22'10" E, a distance of 83.45 feet;
20. N 43°14'27" E, a distance of 74.16 feet;
21. N 53°45'19" E, a distance of 99.60 feet;
22. N 46°05'26" E, a distance of 130.76 feet;
23. N 68°39'08" E, a distance of 115.00 feet;
24. N 50°16'32" E, a distance of 33.15 feet;
25. N 28°49'35" E, a distance of 78.53 feet;
26. N 08°52'35" E, a distance of 80.20 feet;
27. N 51°21'41" W, a distance of 32.85 feet;
28. N 12°42'49" E, a distance of 52.75 feet;
29. S 79°44'15" E, a distance of 19.16 feet;
30. N 20°24'23" E, a distance of 91.06 feet;
31. N 66°52'32" E, a distance of 51.57 feet;
32. N 50°32'09" E, a distance of 60.22 feet;
33. N 11°45'16" E, a distance of 37.06 feet;
34. N 53°06'17" E, a distance of 209.90 feet;
35. N 47°49'19" E, a distance of 162.10 feet;
36. N 31°25'57" E, a distance of 166.42 feet;
37. N 45°26'22" E, a distance of 143.82 feet;
38. N 32°19'38" E, a distance of 99.32 feet;
39. N 14°57'00" E, a distance of 137.40 feet;
40. N 43°22'58" E, a distance of 150.42 feet;
41. N 40°25'48" E, a distance of 138.98 feet;
42. N 46°58'21" E, a distance of 322.68 feet;
43. N 61°02'09" E, a distance of 69.38 feet;
44. **THENCE**, continuing with said Lease Line, S 44°54'24" E, at a distance of 50.00 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a total distance of 1410.02 feet to an iron rod with cap stamped "Mustang, LP" set.

45. **THENCE**, continuing with said Lease Line, N 45°05'50" E, at a distance of 1509.49 feet pass a 5/8-inch iron rod with cap stamped "RPLS 3808" found at the south corner of a called 3.45 acre tract of land described in a document titled "First Amendment to Ground Lease and Development Agreement" filed for record February 15, 2007 in Document No. 2007009294 of the Official Records of Brazoria County, Texas, in all, a distance of 1812.99 feet to a 1/2-inch iron rod found at the west corner of said 3.45 acre tract.
46. **THENCE**, continuing with said Lease Line, same being the northeasterly line of said 3.45 acre tract, N 44°54'32" W, at a distance of 495.00 feet pass a 5/8-inch iron rod with cap stamped "RPLS 3808" found at the north corner said 3.45 acre tract, in all, a distance of 1411.38 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set.
47. **THENCE**, continuing with said Lease Line, N 45°06'26" E, a distance of 1089.40 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set.
48. **THENCE**, continuing with said Lease Line, N 44°48'15" W, at a distance of 76.94 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all a distance of 106.94 feet to a point on the shoreline of the Gulf Intra-Coastal Waterway.
49. **THENCE**, continuing with said Lease Line the following seventeen (17) courses:
50. N 66°09'00" E, a distance of 213.74 feet;  
51. N 72°57'30" E, a distance of 161.08 feet;  
52. N 80°21'59" E, a distance of 70.35 feet;  
53. S 86°59'20" E, a distance of 347.90 feet;  
54. N 74°42'06" E, a distance of 19.72 feet;  
55. S 86°00'04" E, a distance of 250.47 feet;  
56. S 69°42'34" E, a distance of 101.72 feet;  
57. S 18°50'12" W, a distance of 674.46 feet;  
58. S 44°53'19" E, a distance of 169.08 feet;  
59. N 45°03'20" E, a distance of 180.17 feet;  
60. S 44°54'24" E, a distance of 111.11 feet;  
61. N 45°05'46" E, a distance of 325.67 feet;  
62. S 44°56'11" E, a distance of 172.17 feet;  
63. N 45°05'50" E, a distance of 187.35 feet;  
64. S 68°35'00" E, a distance of 87.92 feet;  
65. S 37°00'10" E, a distance of 52.09 feet;  
66. S 40°44'21" E, a distance of 90.43 feet to a point on the northwesterly right of way line of Holly Street as recorded on the plat of Quintana Townsite recorded in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas.

67. **THENCE**, continuing with said Lease Line, same being the northwest right of way line of said Holly Street, S 45°05'50" W, at a distance of 400.00 feet pass a 5/8-inch iron rod with cap stamped "Mustang, LP" set for a witness corner, in all, a total distance of 3,930.43 feet to a 5/8-inch iron rod with cap found on the southwesterly right of way line of Eleventh Street as recorded on the plat of said Quintana Townsite.
68. **THENCE**, continuing with said Lease Line, same being the southwesterly right of way line of said Eleventh Street, S 44°53'33" E, a distance of 283.30 feet to a 5/8-inch iron rod with cap found, said iron rod being on the northwesterly right of way line of Lamar Street as recorded on the plat of said Quintana Townsite.
69. **THENCE**, continuing with said Lease Line, same being the northwesterly right of way line of Lamar Street, S 45°05'50" W, a distance of 1,971.45 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set.
70. **THENCE**, leaving said right of way line and continuing with said Lease Line, N 44°54'21" W, a distance of 22.02 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set on the northwesterly right of way line of aforesaid County Road 723.
71. **THENCE**, continuing with said Lease Line and with said northwesterly right of way line, S 56°10'39" W, a distance of 837.55 feet to the **POINT OF BEGINNING** and containing 211.70 acres of land, more or less.

## **TRACT II**

Field notes for a 3.45 acre tract of land out of the Stephen F. Austin 1/3 League, Abstract No. 28, Brazoria County, Texas. Said 3.45 acre tract being that same 3.45 acre tract of land described in a document titled "Fourth Amendment to Ground Lease and Development Agreement" filed for record February 15, 2007 in Document No. 2007009295 of the Official Records of Brazoria County, Texas. Said 3.45 acre tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** for reference at a 5/8-inch iron rod found at the intersection of the northwesterly right of way line of Lamar Street and the southwesterly right of way line of Eleventh Street as recorded on the plat of Quintana Townsite in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas.

**THENCE**, N 30°44'12" E, a distance of 1934.54 feet to a 1/2-inch iron rod found for the **POINT OF BEGINNING**, said iron rod being the East corner of said 3.45 acre tract.

**THENCE**, with the southeasterly line of said 3.45 acre tract, S 45°05'50" W, a distance of 303.50 feet to a 5/8-inch iron rod with cap stamped "RPLS 3808" found for the south corner of said 3.45 acre tract.



**THENCE**, with the southwesterly line of said 3.45 acre tract, N 44°54'32" W, a distance of 495.00 feet to a 5/8-inch iron rod with cap stamped "Mustang, LP" set for the west corner of said 3.45 acre tract.

**THENCE**, with the northwesterly line of said 3.45 acre tract, N 45°05'50" E, a distance of 303.50 feet to a 5/8-inch iron rod with cap stamped "RPLS 3808" found for the north corner of said 3.45 acre tract.

**THENCE**, with the northeasterly line of said 3.45 acre tract, S 44°54'32" E, a distance of 495.00 feet the **POINT OF BEGINNING** and containing 3.45 acres of land more or less.

### TRACT III

The following described lots are recorded in the name of FLNG Land, Inc. All listed lots are recorded on the plat of Quintana Townsite in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas:

Lot	BLOCK	GRANTEE	DOCUMENT NO.
8	10	FLNG Land, Inc.	2005015941
6	23	FLNG Land, Inc.	2008010715
8	23	FLNG Land, Inc.	2006039985 & 2006039986
9	23	FLNG Land, Inc.	2006024928
10	23	FLNG Land, Inc.	2006008268
11 & 12	23	FLNG Land, Inc.	2006008273
7	46	FLNG Land, Inc.	2006073414 & 2007056630
8	46	FLNG Land, Inc.	2006073646
9	46	FLNG Land, Inc.	2006070380
12	46	FLNG Land, Inc.	2008029563 & 2008029564
11	10	FLNG Land, Inc.	2007056629
1, 2, 3, 4, 7	23	FLNG Land, Inc.	2007056629 (1/3 interest)
7, 8, 9, 10, 11, 12	53	FLNG Land, Inc.	2007056629
3 & 4	70	FLNG Land, Inc.	2007056629
11 & 12	76	FLNG Land, Inc.	2007047138
3, 4, 5, 6, 7, 8, 9, 10, 11, 12	103	FLNG Land, Inc.	2007056629

All documents are recorded in the Official Records of Brazoria County, Texas.

This Field Note description is based on an ALTA/ACSM Land Title Survey of even date made by Archie D. Stout, Registered Professional Land Surveyor, Texas Registration No. 4416.

*Archie D. Stout*

8-13-08









**VILASCO DRAINAGE DISTRICT EASEMENTS**

Tract	Area (Acres)	Owner	Remarks
1	1.00	State of Texas	Right of Way
2	1.00	State of Texas	Right of Way
3	1.00	State of Texas	Right of Way
4	1.00	State of Texas	Right of Way
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**TRACT II - QUINTANA TOWNSITE LOTS**

Lot	Area (Acres)	Owner	Remarks
1	1.00	State of Texas	Right of Way
2	1.00	State of Texas	Right of Way
3	1.00	State of Texas	Right of Way
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**TRACT III - QUINTANA LOTS**



UTMA 70° 14' 10"

**LEGEND**

- 1. 1/2" = 1' Scale
- 2. 1/4" = 1' Scale
- 3. 1/8" = 1' Scale
- 4. 1/16" = 1' Scale
- 5. 1/32" = 1' Scale
- 6. 1/64" = 1' Scale
- 7. 1/128" = 1' Scale
- 8. 1/256" = 1' Scale
- 9. 1/512" = 1' Scale
- 10. 1/1024" = 1' Scale
- 11. 1/2048" = 1' Scale
- 12. 1/4096" = 1' Scale
- 13. 1/8192" = 1' Scale
- 14. 1/16384" = 1' Scale
- 15. 1/32768" = 1' Scale
- 16. 1/65536" = 1' Scale
- 17. 1/131072" = 1' Scale
- 18. 1/262144" = 1' Scale
- 19. 1/524288" = 1' Scale
- 20. 1/1048576" = 1' Scale
- 21. 1/2097152" = 1' Scale
- 22. 1/4194304" = 1' Scale
- 23. 1/8388608" = 1' Scale
- 24. 1/16777216" = 1' Scale
- 25. 1/33554432" = 1' Scale
- 26. 1/67108864" = 1' Scale
- 27. 1/134217728" = 1' Scale
- 28. 1/268435456" = 1' Scale
- 29. 1/536870912" = 1' Scale
- 30. 1/1073741824" = 1' Scale
- 31. 1/2147483648" = 1' Scale
- 32. 1/4294967296" = 1' Scale
- 33. 1/8589934592" = 1' Scale
- 34. 1/17179869184" = 1' Scale
- 35. 1/34359738368" = 1' Scale
- 36. 1/68719476736" = 1' Scale
- 37. 1/137438953472" = 1' Scale
- 38. 1/274877906944" = 1' Scale
- 39. 1/549755813888" = 1' Scale
- 40. 1/1099511627776" = 1' Scale
- 41. 1/2199023255552" = 1' Scale
- 42. 1/4398046511104" = 1' Scale
- 43. 1/8796093022208" = 1' Scale
- 44. 1/17592186044416" = 1' Scale
- 45. 1/35184372088832" = 1' Scale
- 46. 1/70368744177664" = 1' Scale
- 47. 1/140737488355328" = 1' Scale
- 48. 1/281474976710656" = 1' Scale
- 49. 1/562949953421312" = 1' Scale
- 50. 1/1125899906842624" = 1' Scale
- 51. 1/2251799813685248" = 1' Scale
- 52. 1/4503599627370496" = 1' Scale
- 53. 1/9007199254740992" = 1' Scale
- 54. 1/18014398509481984" = 1' Scale
- 55. 1/36028797018963968" = 1' Scale
- 56. 1/72057594037927936" = 1' Scale
- 57. 1/144115188075855872" = 1' Scale
- 58. 1/288230376151711744" = 1' Scale
- 59. 1/576460752303423488" = 1' Scale
- 60. 1/1152921504606846976" = 1' Scale
- 61. 1/2305843009213693952" = 1' Scale
- 62. 1/4611686018427387904" = 1' Scale
- 63. 1/9223372036854775808" = 1' Scale
- 64. 1/18446744073709551616" = 1' Scale
- 65. 1/36893488147419103232" = 1' Scale
- 66. 1/73786976294838206464" = 1' Scale
- 67. 1/147573952589676412928" = 1' Scale
- 68. 1/295147905179352825856" = 1' Scale
- 69. 1/590295810358705651712" = 1' Scale
- 70. 1/1180591620717411303424" = 1' Scale
- 71. 1/2361183241434822606848" = 1' Scale
- 72. 1/4722366482869645213696" = 1' Scale
- 73. 1/9444732965739290427392" = 1' Scale
- 74. 1/18889465931478580854784" = 1' Scale
- 75. 1/37778931862957161709568" = 1' Scale
- 76. 1/75557863725914323419136" = 1' Scale
- 77. 1/151115727451828646838272" = 1' Scale
- 78. 1/302231454903657293676544" = 1' Scale
- 79. 1/604462909807314587353088" = 1' Scale
- 80. 1/1208925819614629174706176" = 1' Scale
- 81. 1/2417851639229258349412352" = 1' Scale
- 82. 1/4835703278458516698824704" = 1' Scale
- 83. 1/9671406556917033397649408" = 1' Scale
- 84. 1/19342813113834066795298816" = 1' Scale
- 85. 1/38685626227668133590597632" = 1' Scale
- 86. 1/77371252455336267181195264" = 1' Scale
- 87. 1/154742504910672534362390528" = 1' Scale
- 88. 1/309485009821345068724781056" = 1' Scale
- 89. 1/618970019642690137449562112" = 1' Scale
- 90. 1/1237940039285380274899124224" = 1' Scale
- 91. 1/2475880078570760549798248448" = 1' Scale
- 92. 1/4951760157141521099596496896" = 1' Scale
- 93. 1/9903520314283042199192993792" = 1' Scale
- 94. 1/19807040628566084398385987584" = 1' Scale
- 95. 1/39614081257132168796771975168" = 1' Scale
- 96. 1/79228162514264337593543950336" = 1' Scale
- 97. 1/158456325028528675187087900672" = 1' Scale
- 98. 1/316912650057057350374175801344" = 1' Scale
- 99. 1/633825300114114700748351602688" = 1' Scale
- 100. 1/1267650600228229401496703205376" = 1' Scale

**NOTES**

1. All dimensions are in feet and inches.
2. All areas are in acres.
3. All bearings are in degrees, minutes, and seconds.
4. All distances are in feet.
5. All easements are in feet.
6. All setbacks are in feet.
7. All lot widths are in feet.
8. All lot depths are in feet.
9. All lot areas are in acres.
10. All lot dimensions are in feet.
11. All lot bearings are in degrees, minutes, and seconds.
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82. All lot dimensions are in feet.
83. All lot bearings are in degrees, minutes, and seconds.
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91. All lot bearings are in degrees, minutes, and seconds.
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93. All lot easements are in feet.
94. All lot setbacks are in feet.
95. All lot widths are in feet.</

FREEPORT LNG DEVELOPMENT, L.P.  
REINVESTMENT ZONE  
LEGAL DESCRIPTIONS



***Doyle & Wachtstetter, Inc.***

Surveying and Mapping • GPS/GIS

**170.051 ACRES  
S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28  
J. G. McNEEL SURVEY, ABSTRACT 335  
BRAZORIA COUNTY, TEXAS  
PAGE 1 OF 4**

**ALL THAT CERTAIN 170.051 ACRES** of land out of a called 212.913 acre tract conveyed to Brazos River Harbor Navigation District of Brazoria County, Texas in Volume 1340, Page 97 of the Brazoria County Deed Records and situated in the Stephen F. Austin 1/3 League, Abstract 28 and J. G. McNeel Survey, Abstract 335, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83) in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows;

**BEGINNING** at a found 5/8" iron rod in the Northwest right-of-way line of County Road 723 at position X=3145059.84 and Y=13538911.35, same being the South corner of a called 211.70 acre tract recorded in memorandum of lease agreements between Brazos River Harbor Navigation District and FLNG Land, Inc. in County Clerk's Files 04-038630 through 04-038632 of the Brazoria County Official Records from which a found 5/8" iron rod marking the East corner of the aforementioned 212.913 acre tract bears North 56°10'39" East, a distance of 846.90 feet;

**THENCE** South 56°08'54" West, coincident with the Northwest right-of-way line of County Road 723, same being the Southeast line of the said 212.913 acre tract, a distance of 4438.83 feet to a found 3/4" iron rod for corner making the East corner of Bryan Beach Subdivision, Section VII, recorded in Volume 10, Page 39 of the Brazoria County Plat Records;

**THENCE** North 30°05'06" West, coincident with the Southwest line of the said 212.913 acre tract, same being the Northeast line of Bryan Beach Subdivision, Section VII, at 1800.00 feet pass a set 5/8" iron rod and continue to a total distance of 1835.27 feet a point for corner in the top bank of the Intracoastal Waterway;

**THENCE** along the top bank of the Intracoastal Waterway with the following meanders:

North 61°22'06" East, a distance of 197.22 feet;  
North 58°27'34" East, a distance of 95.63 feet;  
North 46°09'19" East, a distance of 36.36 feet;  
North 71°40'52" East, a distance of 68.21 feet;  
North 67°21'32" East, a distance of 92.86 feet;  
North 59°05'34" East, a distance of 140.48 feet;  
North 10°20'20" East, a distance of 10.93 feet;  
North 46°33'45" East, a distance of 109.69 feet;  
North 18°44'56" East, a distance of 13.87 feet;  
North 63°12'00" East, a distance of 60.27 feet;  
North 81°16'59" East, a distance of 61.39 feet;  
North 54°47'25" East, a distance of 68.14 feet;  
North 88°00'07" East, a distance of 51.07 feet;

**170.051 ACRES**

**S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28**

**J. G. McNEEL SURVEY, ABSTRACT 335**

**BRAZORIA COUNTY, TEXAS**

**PAGE 2 OF 4**

South 71°19'00" East, a distance of 17.14 feet;  
North 59°05'31" East, a distance of 63.20 feet;  
North 7°49'01" East, a distance of 30.63 feet;  
North 62°48'25" East, a distance of 53.26 feet;  
North 48°58'11" East, a distance of 42.17 feet;  
North 79°44'30" East, a distance of 9.29 feet;  
North 19°09'07" East, a distance of 11.25 feet;  
North 64°19'17" East, a distance of 55.21 feet;  
North 26°45'22" East, a distance of 14.30 feet;  
North 55°50'14" East, a distance of 40.42 feet;  
South 89°40'30" East, a distance of 15.79 feet;  
North 65°20'37" East, a distance of 76.63 feet;  
North 60°02'20" East, a distance of 46.05 feet;  
North 56°19'13" East, a distance of 72.04 feet;  
North 54°32'40" East, a distance of 106.26 feet;  
North 71°56'46" East, a distance of 27.23 feet;  
North 54°26'38" East, a distance of 24.64 feet;  
North 64°00'33" East, a distance of 101.20 feet;  
North 53°01'15" East, a distance of 28.67 feet;  
North 74°33'35" East, a distance of 38.49 feet;  
North 57°36'43" East, a distance of 43.38 feet;  
North 52°31'17" East, a distance of 64.92 feet;  
North 56°16'47" East, a distance of 70.62 feet;  
North 55°35'21" East, a distance of 89.52 feet;  
North 54°20'52" East, a distance of 50.73 feet;  
North 60°50'46" East, a distance of 57.92 feet;  
North 63°05'13" East, a distance of 20.92 feet;  
North 64°13'06" East, a distance of 19.19 feet;  
North 82°31'53" East, a distance of 15.90 feet;  
North 63°30'32" East, a distance of 26.36 feet;  
North 73°51'09" East, a distance of 30.22 feet;  
North 88°03'47" East, a distance of 51.52 feet;  
North 43°35'05" East, a distance of 22.85 feet;  
South 68°05'38" East, a distance of 27.24 feet;  
North 74°51'17" East, a distance of 41.64 feet;  
North 49°53'12" East, a distance of 31.78 feet;  
North 60°38'27" East, a distance of 34.83 feet;  
North 17°11'45" East, a distance of 21.50 feet;  
North 58°27'10" East, a distance of 68.51 feet;  
North 44°07'35" East, a distance of 18.61 feet;  
North 72°26'27" East, a distance of 14.21 feet;  
North 27°37'40" East, a distance of 14.48 feet;

**170.051 ACRES**

**S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28**

**J. G. McNEEL SURVEY, ABSTRACT 335**

**BRAZORIA COUNTY, TEXAS**

**PAGE 3 OF 4**

North 3°51'52" West, a distance of 13.92 feet;  
North 53°41'25" East, a distance of 33.88 feet;  
North 87°45'31" East, a distance of 9.22 feet;  
North 51°15'42" East, a distance of 37.01 feet;  
North 41°40'24" East, a distance of 45.34 feet;  
North 81°26'04" East, a distance of 16.71 feet;  
North 58°07'06" East, a distance of 99.40 feet;  
North 15°15'50" East, a distance of 24.19 feet;  
North 60°18'11" East, a distance of 16.91 feet;  
North 29°16'26" East, a distance of 19.20 feet;  
North 74°49'14" East, a distance of 39.54 feet;  
North 87°27'08" East, a distance of 31.18 feet;  
North 70°54'00" East, a distance of 48.18 feet;  
North 56°50'00" East, a distance of 35.21 feet;  
North 43°44'23" East, a distance of 46.71 feet;  
North 11°58'41" East, a distance of 42.00 feet;  
North 48°57'09" East, a distance of 14.26 feet;  
North 64°34'34" East, a distance of 35.24 feet;  
North 52°10'00" East, a distance of 36.70 feet;  
North 32°21'20" East, a distance of 17.97 feet;  
North 80°53'08" East, a distance of 18.50 feet;  
North 59°56'28" East, a distance of 14.21 feet;  
North 31°11'55" East, a distance of 27.05 feet;  
North 85°59'17" East, a distance of 19.32 feet;  
South 24°16'08" East, a distance of 37.66 feet;  
North 84°04'07" East, a distance of 33.71 feet;  
North 11°02'44" East, a distance of 12.74 feet;  
North 52°05'44" East, a distance of 16.14 feet;  
South 71°17'41" East, a distance of 11.47 feet;  
North 67°49'48" East, a distance of 23.16 feet;  
North 3°03'41" West, a distance of 9.52 feet;  
North 40°30'22" East, a distance of 9.29 feet;  
South 54°52'05" East, a distance of 12.58 feet;  
South 34°57'02" East, a distance of 32.24 feet;  
North 63°16'20" East, a distance of 22.86 feet;  
South 77°45'24" East, a distance of 12.96 feet;  
North 58°03'56" East, a distance of 35.11 feet;  
North 7°00'50" West, a distance of 28.40 feet;  
North 45°16'14" East, a distance of 55.58 feet;  
North 48°16'37" East, a distance of 86.12 feet;  
North 61°13'49" East, a distance of 74.25 feet;  
North 47°56'51" East, a distance of 25.19 feet;

**170.051 ACRES  
S. F. AUSTIN 1/3 LEAGUE, ABSTRACT 28  
J. G. McNEEL SURVEY, ABSTRACT 335  
BRAZORIA COUNTY, TEXAS  
PAGE 4 OF 4**

North 68°08'51" East, a distance of 46.83 feet;  
South 78°39'04" East, a distance of 24.76 feet;  
North 63°31'31" East, a distance of 35.59 feet;  
North 56°08'18" East, a distance of 96.73 feet;  
North 76°54'41" East, a distance of 22.82 feet;  
North 36°31'44" East, a distance of 32.74 feet;  
South 69°33'24" East, a distance of 10.56 feet;  
North 73°06'47" East, a distance of 53.02 feet;  
North 45°08'53" East, a distance of 18.62 feet;  
North 86°21'54" East, a distance of 45.91 feet;  
North 65°08'11" East, a distance of 31.80 feet;  
North 88°09'59" East, a distance of 16.58 feet;  
North 57°18'14" East, a distance of 31.72 feet;  
North 39°41'15" East, a distance of 54.13 feet;  
North 66°11'34" East, a distance of 47.91 feet;  
and North 77°57'52" East, a distance of 52.10 feet;

**THENCE** South 33°49'26" East, coincident with the Southwest line of the aforementioned FLNG Land, Inc. 211.70 acre lease tract, at 84.09 feet pass a set 5/8" iron rod and continue to a total distance of 1514.09 to the **POINT OF BEGINNING**, containing 170.051 acres of land, more or less.

**Charles D. Wachtstetter**  
**Registered Professional Land Surveyor**  
**Texas Registration Number 4547**  
**August 23, 2011**

---

*This description is based on a survey, a plat of which, dated August 23, 2011 is on file in the office of Doyle & Wachtstetter, Inc.*

---

131 Commerce Street • Clute, Texas 77531-5601  
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: [DW-Surveyor.com](mailto:DW-Surveyor.com)



BRAZORIA COUNTY  
TX 77603

J.G. McKEEL SURVEY  
ABSTRACT 335

STEPHEN F. AUSTIN SURVEY  
ABSTRACT 28

INTRACOASTAL WATERWAY

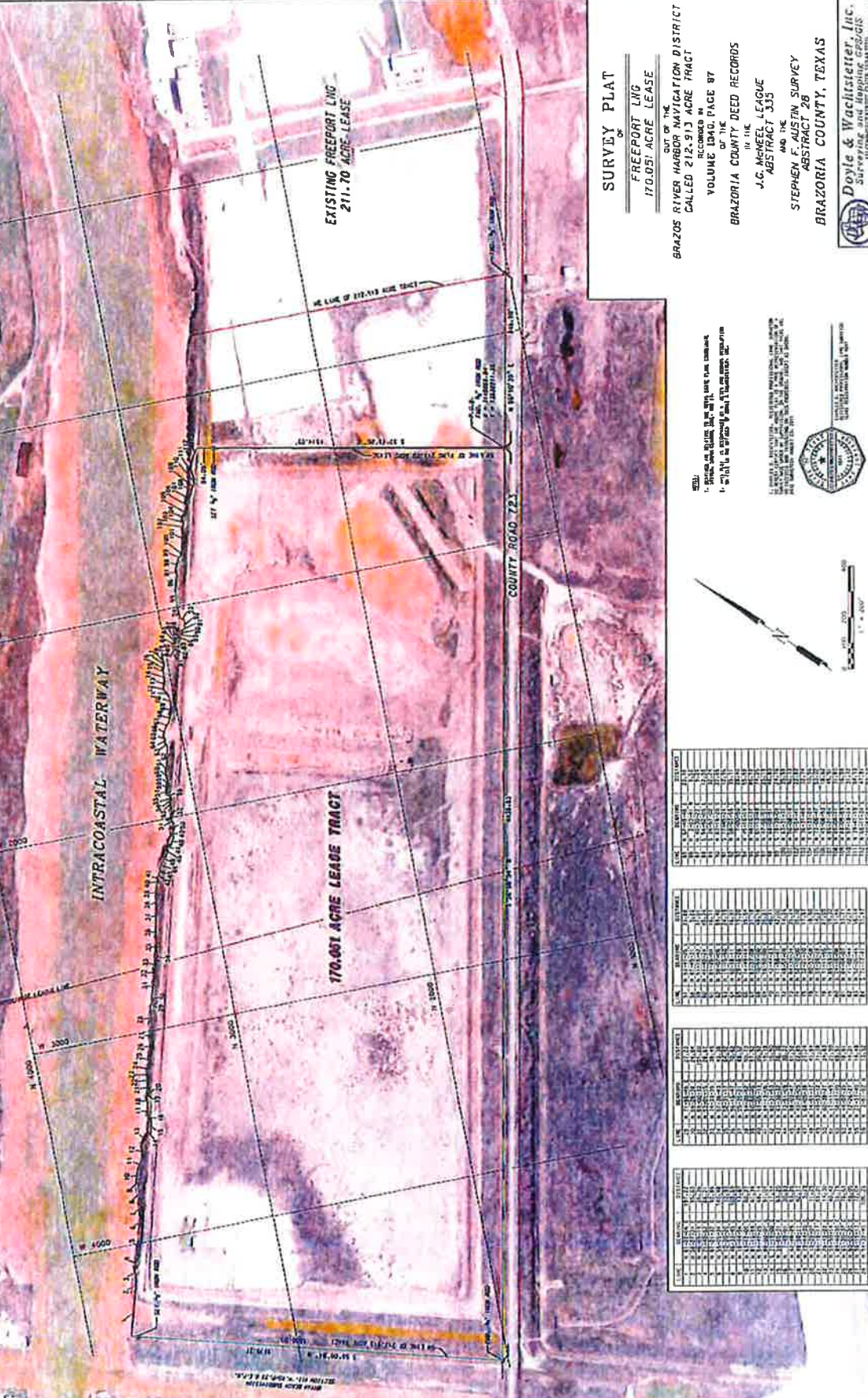
EXISTING FREEPORT LNG  
211.70 ACRE LEASE

170.051 ACRE LEASE TRACT

COUNTY ROAD 723

SECTION 11, T. 20N. R. 9E. S. 11E.

DOYLE & WACHSMEYER, INC.  
SURVEYORS  
1100 WEST 11TH STREET, SUITE 100  
HOUSTON, TEXAS 77006



**SURVEY PLAT**

OF  
FREEPORT LNG  
170.051 ACRE LEASE

SUB OF THE  
BRAZOS RIVER HARBOR NAVIGATION DISTRICT  
RECORDED IN  
VOLUME 1040, PAGE 87

IN THE  
BRAZORIA COUNTY DEED RECORDS  
J.G. McKEEL LEASE  
ABSTRACT 335

AND THE  
STEPHEN F. AUSTIN SURVEY  
ABSTRACT 28

BRAZORIA COUNTY, TEXAS

NOTED:  
- BRASS MARKS PLACED IN THE SURVEY AREA HAVE BEEN EXAMINED  
AND FOUND TO BE IN PLACE AND CORRECTLY LOCATED.

DOYLE & WACHSMEYER, INC.  
SURVEYORS  
1100 WEST 11TH STREET, SUITE 100  
HOUSTON, TEXAS 77006



LINE	SECTION	ACRES	OWNER	REMARKS
1	1	1.00	State of Texas	Public Land
2	2	1.00	State of Texas	Public Land
3	3	1.00	State of Texas	Public Land
4	4	1.00	State of Texas	Public Land
5	5	1.00	State of Texas	Public Land
6	6	1.00	State of Texas	Public Land
7	7	1.00	State of Texas	Public Land
8	8	1.00	State of Texas	Public Land
9	9	1.00	State of Texas	Public Land
10	10	1.00	State of Texas	Public Land
11	11	1.00	State of Texas	Public Land
12	12	1.00	State of Texas	Public Land
13	13	1.00	State of Texas	Public Land
14	14	1.00	State of Texas	Public Land
15	15	1.00	State of Texas	Public Land
16	16	1.00	State of Texas	Public Land
17	17	1.00	State of Texas	Public Land
18	18	1.00	State of Texas	Public Land
19	19	1.00	State of Texas	Public Land
20	20	1.00	State of Texas	Public Land
21	21	1.00	State of Texas	Public Land
22	22	1.00	State of Texas	Public Land
23	23	1.00	State of Texas	Public Land
24	24	1.00	State of Texas	Public Land
25	25	1.00	State of Texas	Public Land
26	26	1.00	State of Texas	Public Land
27	27	1.00	State of Texas	Public Land
28	28	1.00	State of Texas	Public Land
29	29	1.00	State of Texas	Public Land
30	30	1.00	State of Texas	Public Land
31	31	1.00	State of Texas	Public Land
32	32	1.00	State of Texas	Public Land
33	33	1.00	State of Texas	Public Land
34	34	1.00	State of Texas	Public Land
35	35	1.00	State of Texas	Public Land
36	36	1.00	State of Texas	Public Land
37	37	1.00	State of Texas	Public Land
38	38	1.00	State of Texas	Public Land
39	39	1.00	State of Texas	Public Land
40	40	1.00	State of Texas	Public Land
41	41	1.00	State of Texas	Public Land
42	42	1.00	State of Texas	Public Land
43	43	1.00	State of Texas	Public Land
44	44	1.00	State of Texas	Public Land
45	45	1.00	State of Texas	Public Land
46	46	1.00	State of Texas	Public Land
47	47	1.00	State of Texas	Public Land
48	48	1.00	State of Texas	Public Land
49	49	1.00	State of Texas	Public Land
50	50	1.00	State of Texas	Public Land
51	51	1.00	State of Texas	Public Land
52	52	1.00	State of Texas	Public Land
53	53	1.00	State of Texas	Public Land
54	54	1.00	State of Texas	Public Land
55	55	1.00	State of Texas	Public Land
56	56	1.00	State of Texas	Public Land
57	57	1.00	State of Texas	Public Land
58	58	1.00	State of Texas	Public Land
59	59	1.00	State of Texas	Public Land
60	60	1.00	State of Texas	Public Land
61	61	1.00	State of Texas	Public Land
62	62	1.00	State of Texas	Public Land
63	63	1.00	State of Texas	Public Land
64	64	1.00	State of Texas	Public Land
65	65	1.00	State of Texas	Public Land
66	66	1.00	State of Texas	Public Land
67	67	1.00	State of Texas	Public Land
68	68	1.00	State of Texas	Public Land
69	69	1.00	State of Texas	Public Land
70	70	1.00	State of Texas	Public Land
71	71	1.00	State of Texas	Public Land
72	72	1.00	State of Texas	Public Land
73	73	1.00	State of Texas	Public Land
74	74	1.00	State of Texas	Public Land
75	75	1.00	State of Texas	Public Land
76	76	1.00	State of Texas	Public Land
77	77	1.00	State of Texas	Public Land
78	78	1.00	State of Texas	Public Land
79	79	1.00	State of Texas	Public Land
80	80	1.00	State of Texas	Public Land
81	81	1.00	State of Texas	Public Land
82	82	1.00	State of Texas	Public Land
83	83	1.00	State of Texas	Public Land
84	84	1.00	State of Texas	Public Land
85	85	1.00	State of Texas	Public Land
86	86	1.00	State of Texas	Public Land
87	87	1.00	State of Texas	Public Land
88	88	1.00	State of Texas	Public Land
89	89	1.00	State of Texas	Public Land
90	90	1.00	State of Texas	Public Land
91	91	1.00	State of Texas	Public Land
92	92	1.00	State of Texas	Public Land
93	93	1.00	State of Texas	Public Land
94	94	1.00	State of Texas	Public Land
95	95	1.00	State of Texas	Public Land
96	96	1.00	State of Texas	Public Land
97	97	1.00	State of Texas	Public Land
98	98	1.00	State of Texas	Public Land
99	99	1.00	State of Texas	Public Land
100	100	1.00	State of Texas	Public Land



## LEGAL DESCRIPTION

Tract D - 3

47.45 Acres

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Being 47.45 acres of land out of the Stephen F. Austin Survey, Abstract No. 28, Brazoria County, Texas and being a portion of the Quintana Townsite as recorded in Volume 2, Page 139 of the Plat Records of Brazoria County, Texas and a portion of that certain tract of land described in that Final Judgment between Brazos River Harbor Navigation District and Terese Lewis Learned, et al, filed for record in Volume 1679, Page 485 of the Deed Records of Brazoria County, Texas, said 47.45 acres includes a portion of that certain 48.4333 acre tract of land described by Agreement for the Assignment of Ground Lease and Related Assets between Monsanto and FOC, Inc., filed for record May 31, 1994 under Clerk's File No. 94 020517 in the Official Records of Brazoria County, Texas and said 47.45 acre tract being more completely described by metes and bounds as follows:

**BEGINNING** at the most easterly south corner of said 48.4333 acre tract, being the east corner of that certain 14.3011 acre tract of land described by First Amendment to Ground Lease and Definitive Agreement Regarding Port Facilities between Brazos River Harbor Navigation District of Brazoria County, Texas and ExxonMobil Pipeline Company, filed for record June 27, 2000 under Clerk's File No. 00 026963 in the Official Records of Brazoria County, Texas.

**THENCE** along the most easterly southeast line of said 48.4333 acre tract, N 45°05'50" E, a distance of 770.10 feet to a 5/8" Iron rod with cap stamped "John D. Mercer, RPLS #1924" found for the most southerly east corner of said 48.4333 acre tract.

**THENCE** N 44°54'31" W, a distance of 1,411.38 feet to a 5/8" Iron rod with cap stamped "John D. Mercer, RPLS #1924" found on the most easterly northwest line of said 48.4333 acre tract.

**THENCE** along said northwest line, N 45°06'26" E, a distance of 1,089.40 feet to a 5/8" iron rod with cap stamped "John D. Mercer, RPLS #1924" found for an interior ell corner of said 48.4333 acre tract.

**THENCE** N 44°48'15" W, a distance of 76.53 feet to a 5/8" Iron rod with cap stamped "John D. Mercer, RPLS #1924" found on the southeast bank of the Gulf Intra-Coastal Waterway for the most northerly corner of the herein described tract.

**THENCE** along the southeast bank of the Gulf Intra-Coastal Waterway as follows:

S 63°18'57" W, a distance of 88.25 feet;  
S 58°10'24" W, a distance of 108.84 feet;  
S 48°55'13" W, a distance of 94.98 feet;  
S 48°34'12" W, a distance of 87.65 feet;  
S 37°39'56" W, a distance of 40.02 feet;  
S 64°41'08" W, a distance of 103.68 feet;  
S 52°41'13" W, a distance of 116.67 feet;  
S 77°42'22" W, a distance of 73.40 feet;  
S 46°05'49" W, a distance of 100.87 feet;  
S 54°10'02" W, a distance of 37.38 feet;

COPY

**Tract D - 3**  
**47.45 Acres**

S 05°46'27" W, a distance of 39.72 feet;  
S 41°03'09" W, a distance of 52.39 feet;  
S 32°48'20" W, a distance of 147.29 feet;  
S 57°15'40" W, a distance of 104.15 feet;  
N 69°11'48" W, a distance of 105.98 feet;  
S 75°39'43" W, a distance of 30.04 feet;  
S 08°40'49" W, a distance of 40.36 feet;  
S 33°09'49" W, a distance of 137.32 feet;  
S 34°55'41" W, a distance of 70.01 feet;  
S 58°24'48" W, a distance of 63.09 feet;  
N 89°46'54" W, a distance of 93.86 feet;  
S 58°00'57" W, a distance of 31.93 feet;  
S 60°57'55" W, a distance of 29.87 feet;  
S 40°12'55" W, a distance of 36.71 feet;  
S 41°42'45" W, a distance of 82.87 feet;  
S 48°50'15" W, a distance of 30.84 feet;  
S 32°17'49" W, a distance of 32.59 feet;  
S 25°41'43" W, a distance of 27.89 feet;  
S 14°34'52" E, a distance of 19.47 feet;  
S 37°30'52" E, a distance of 64.67 feet;  
S 03°14'21" E, a distance of 45.93 feet;  
S 15°32'02" W, a distance of 115.86 feet;  
S 44°57'56" W, a distance of 51.24 feet;  
S 43°57'14" W, a distance of 76.71 feet;  
S 40°28'39" W, a distance of 59.91 feet;  
S 35°08'21" W, a distance of 108.92 feet;  
S 05°06'52" W, a distance of 86.20 feet;  
S 03°44'46" E, a distance of 76.41 feet;  
S 38°39'21" E, a distance of 116.00 feet;  
S 81°16'10" W, a distance of 52.35 feet;  
N 48°07'15" W, a distance of 52.43 feet;  
N 64°50'56" W, a distance of 60.41 feet;  
N 84°43'49" W, a distance of 69.39 feet;  
S 35°04'27" W, a distance of 105.55 feet;  
S 37°15'41" W, a distance of 87.39 feet;  
S 25°15'21" W, a distance of 53.04 feet;  
S 20°48'56" E, a distance of 114.31 feet;  
S 76°31'29" W, a distance of 64.16 feet;  
N 66°34'25" W, a distance of 28.43 feet; and  
S 60°54'58" W, a distance of 12.78 feet to a point for the most westerly corner of the herein  
described tract.

**Tract D - 3**  
**47.45 Acres**

THENCE S 44°54'23" E, passing a 5/8" Iron rod with cap stamped "John D. Mercer, RPLS #1924" found at 55.00 feet and continuing a total distance of 270.04 feet to the most westerly south corner of the herein described tract.

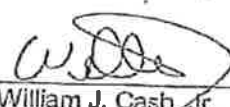
THENCE N. 45°05'01" E, a distance of 628.77 feet to the most westerly north corner of said 14.3011 acre tract.

THENCE S 44°53'45" E, a distance of 509.05 feet an interior ell corner of said 14.3011 acre tract, being the most westerly south corner of said 48.4333 acre tract.

THENCE N 45°06'15" E, a distance of 414.46 feet to the most easterly north corner of said 14.3011 acre site, being an interior ell corner of said 48.4333 acre tract.

THENCE S 44°53'45" E, a distance of 631.08 feet to the **POINT OF BEGINNING** and containing 47.45 acres of land, more or less.

Bearings are derived from GPS observations and based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 grid bearings.

  
William J. Cash, Jr.  
RPLS No. 3808



ME File: 3605 - 3605-9491.DWG 18AUG04 17:04 2P 100 INP WINDCUL

**BRAZORIA COUNTY, TEXAS**  
**S. J. AUSTIN, 4-20**

GULF ULTRACOASTAL WATERWAY



BRAZOS RIVER CHANNEL

LINE	TYPE	LENGTH
1	3 100'00" W	100.00
2	3 50'00" W	50.00
3	3 40'00" W	40.00
4	3 30'00" W	30.00
5	3 20'00" W	20.00
6	3 10'00" W	10.00
7	3 00'00" W	00.00
8	3 50'00" W	50.00
9	3 40'00" W	40.00
10	3 30'00" W	30.00
11	3 20'00" W	20.00
12	3 10'00" W	10.00
13	3 00'00" W	00.00
14	3 50'00" W	50.00
15	3 40'00" W	40.00
16	3 30'00" W	30.00
17	3 20'00" W	20.00
18	3 10'00" W	10.00
19	3 00'00" W	00.00
20	3 50'00" W	50.00
21	3 40'00" W	40.00
22	3 30'00" W	30.00
23	3 20'00" W	20.00
24	3 10'00" W	10.00
25	3 00'00" W	00.00
26	3 50'00" W	50.00
27	3 40'00" W	40.00
28	3 30'00" W	30.00
29	3 20'00" W	20.00
30	3 10'00" W	10.00
31	3 00'00" W	00.00
32	3 50'00" W	50.00
33	3 40'00" W	40.00
34	3 30'00" W	30.00
35	3 20'00" W	20.00
36	3 10'00" W	10.00
37	3 00'00" W	00.00
38	3 50'00" W	50.00
39	3 40'00" W	40.00
40	3 30'00" W	30.00
41	3 20'00" W	20.00
42	3 10'00" W	10.00
43	3 00'00" W	00.00
44	3 50'00" W	50.00
45	3 40'00" W	40.00
46	3 30'00" W	30.00
47	3 20'00" W	20.00
48	3 10'00" W	10.00
49	3 00'00" W	00.00
50	3 50'00" W	50.00

TRACT "D-3"

47.45 ACRES

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SCALE 61 FEET



LEGEND

• HIGH WIND FLOW

**FLNG LAND, INC.**

FLNG TERMINAL LEASE "D-3"

REV.	DATE	BY	DESCRIPTION	PROJECT NO.	3605	FLNG TERMINAL LEASE "D-3"	DWG. NO.	3605-9491	REV.
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
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DEMNIES BASED ON TEXAS STATE PLANE COORDINATE SYSTEM 1140  
103 SOUTH CENTRAL ZONE - DERIVED FROM GPS OBSERVATIONS.

*William J. Hall*  
Registered Professional Surveyor  
No. 3006

COPY

**Additional Legal Descriptions for Quintana Block 23 (Lots 1-4, 6-12), Quintana Block 10 (Lots 7-12) and Holly Street and Second Street Crossings**

**Holly Street Crossing R.O.W**

Approximately 0.1403 acres out of the S.F. Austin Survey, A-28, Brazoria County, Texas, being 61.1 feet in length across Holly Street and 100 feet in width

**Quintana Block 23**

1. Lot 1 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
2. Lot 2 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
3. Lot 3 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
4. Lot 4 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
5. Lot 6 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
6. Lot 7 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
7. Lot 8 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
8. Lot 9 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
9. Lot 10 - Approximately 0.1416 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
10. Lots 11-12 - Approximately 0.2831 acres out of Block 23 out of the S.F. Austin Survey, A-28, Brazoria County, Texas

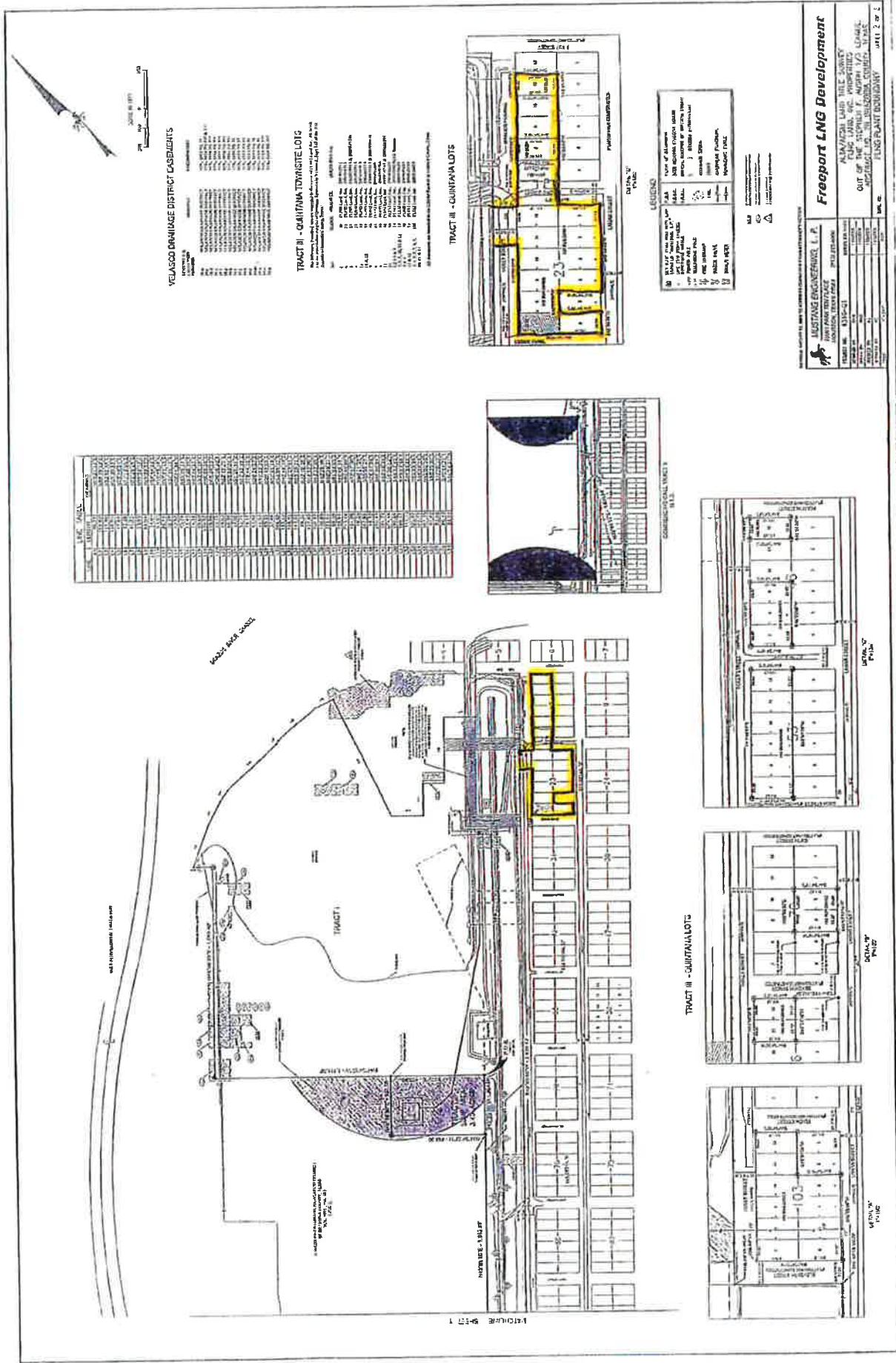
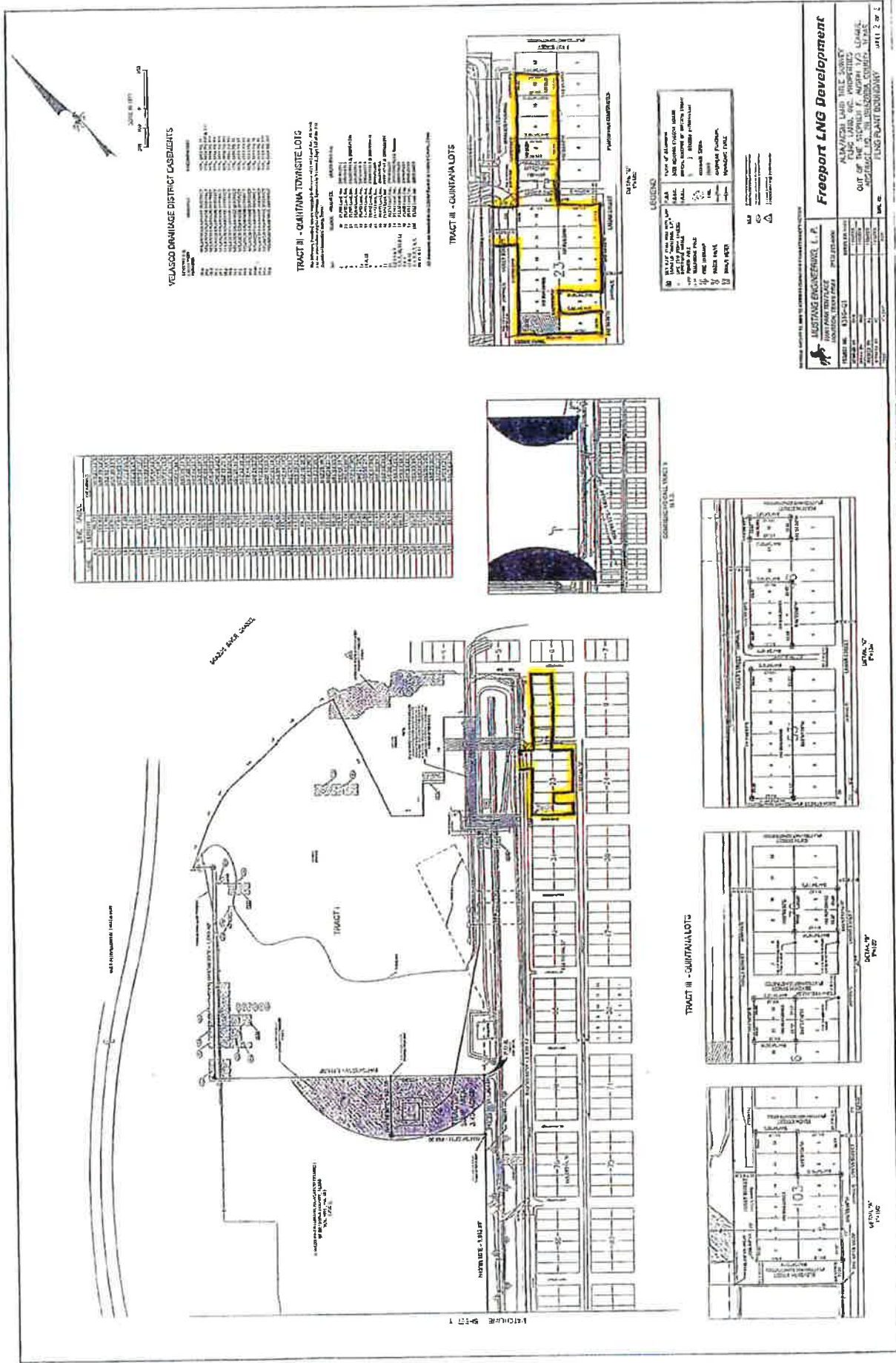
**Second Street Crossing R.O.W**

Approximately 0.1403 acres out of the S.F. Austin Survey, A-28, Brazoria County, Texas, being 61.1 feet in length across Second Street and 100 feet in width between Block 23 and Block 10

**Quintana Block 10**

1. Lot 7 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
2. Lot 8 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
3. Lot 9 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
4. Lot 10 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
5. Lot 11 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas
6. Lot 12 - Approximately 0.1416 acres out of Block 10 out of the S.F. Austin Survey, A-28, Brazoria County, Texas





<b>Right of Way Tract Description Index for 42" Pipeline, Proposed NGL Pipeline and Proposed Fiber Optics</b> Please see the electronic copy of the application for additional individual tract documents and information.					
Tract No.	Legal Land Description	Approximate Area Description	Approx. ROW Feet	File Name (PDF)	Page No. of file that Legal Land Description and Map are on (of electronic files)
2	S.F. Austin Survey, A-2B & A. Mitchell Survey, A-9B, Brazoria County, Texas, Exhibit "B"	Land located across State-owned land in Brazoria County, Brazos River/Freepoint Harbor Channel (69.6 rods in length), being 50 feet wide on either side of the centerline of the 42" pipeline, being approximately 2.638 acres	1149.00	Tracts 2 and 56	5
3	Part Lot(s) 13A & 14, B.C.I.C. Division 3 Subdivision, A. Mitchell Labor, A-9B, Brazoria County, Texas, Exhibit "A"	0.24 acres out of Part Lot(s) 13A & 14, B.C.I.C. Division 3 Subdivision, A. Mitchell Labor, A-9B,	239.70	Tract 3	2
5	Part Lot 13, B.C.I.C. Division 3 Subdivision, A. Mitchell Labor, A-9B, Brazoria County, Texas, Exhibit "A"	A 0.21 acre permanent Easement Parcel out of the Mitchell Labor, Abstract 9B, Brazoria County, Texas and being Lot 13 of the B.C.I.C. Subdivision, Division 3	297.99	Tract 5	2
6	Lot 22, B.C.I.C. Division 3 Subdivision, a. Mitchell Labor, A-9B, Brazoria County, Texas, Exhibit "A"	A 0.48 permanent Easement Parcel and a 0.41 acre temporary easement out of Lot 22, B.C.I.C. Division 3 Subdivision, a. Mitchell Labor, A-9B	655.59	Tract 6	2
6R	A. Mitchell Survey, A-9B, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Thunder Road), being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.127 acres	110.88	Tracts 6R, 6SK, 7R, 10R	2,3
6SK	A. Mitchell Survey, A-9B, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Coast Guard Road), being 25 feet on either side of the centerline, being approximately 0.051 acres	44.385	Tracts 6R, 6SK, 7R, 10R	4
7	Lot 12, B.C.I.C. Division 3 Subdivision, A. Mitchell Labor, A-9B, Brazoria County, Texas, Exhibit "A"	A 0.66 acre permanent Easement Parcel and a 0.82 acre temporary easement parcel out of the 5.00 acre parent tract (Lot 12)	713.63	Tract 7	2
7R	A. Mitchell Survey, A-9B, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Unnamed Road), being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.034 acres	30.03	Tracts 6R, 6SK, 7R, 10R	5
8	Lot 1, B.C.I.C. Division 3 Subdivision, A. Mitchell Labor, A-9B, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.64 acre tract or parcel of land and a 1.39 acre temporary easement parcel of land out of the A. Mitchell Labor, Abstract 9B, Lot 1, Brazoria County, Texas	745.58	Tract 8	2
9	Lot 12, B.C.I.C. Division 2 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.06 acre tract or parcel of land and a 0.070 acre temporary easement parcel of land out of the F.J. Calvit League, Abstract 51, Lot 12, Brazoria County, Texas	90.87	Tract 9	2
10	Lot 11, B.C.I.C. Division 2 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.22 acre tract or parcel of land out of the F.J. Calvit League, Abstract 51, Lot 11, Brazoria County, Texas	321.49	Tract 10	3
10R	A. Mitchell Survey, A-9B & F.J. Calvit Survey, A-51, Brazoria County, Texas, Exhibit "A"	Across defined roadway in Village of Surfside Beach (Canal 51), being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.047 acres	40.559	Tracts 6R, 6SK, 7R, 10R	7
11	A. Mitchell Survey, A-9B & F.J. Calvit Survey, A-51, Brazoria County, Texas, Exhibit "B"	Across the Intercoastal Waterway (Total Length: 810.54' = 49.12 Rods) (Permanent Easement: 0.558 acres)	810.54	Tract 11 - Intercoastal Waterway Crossing	2
12	Lots 8, 9, 10, 11 & 12, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A tract or parcel of land (Permanent Easement: 1.38 acres, Temporary Easement: 8.270) out of Lots 8, 9, 10, 11 & 12, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, Brazoria County Texas	2000.01	Tract 12	3
15	Lot 18, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.41 acre tract or parcel of land and a 0.80 acre temporary easement parcel of land out of Lot 18, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51	446.31	Tract 15	2
16	Lot A, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.42 acre tract or parcel of land and a 0.83 acre temporary easement parcel of land out of Lot A, B.C.I.C. Division 4 Subdivision, F.J. Calvit League, A-51	458.51	Tract 16	2

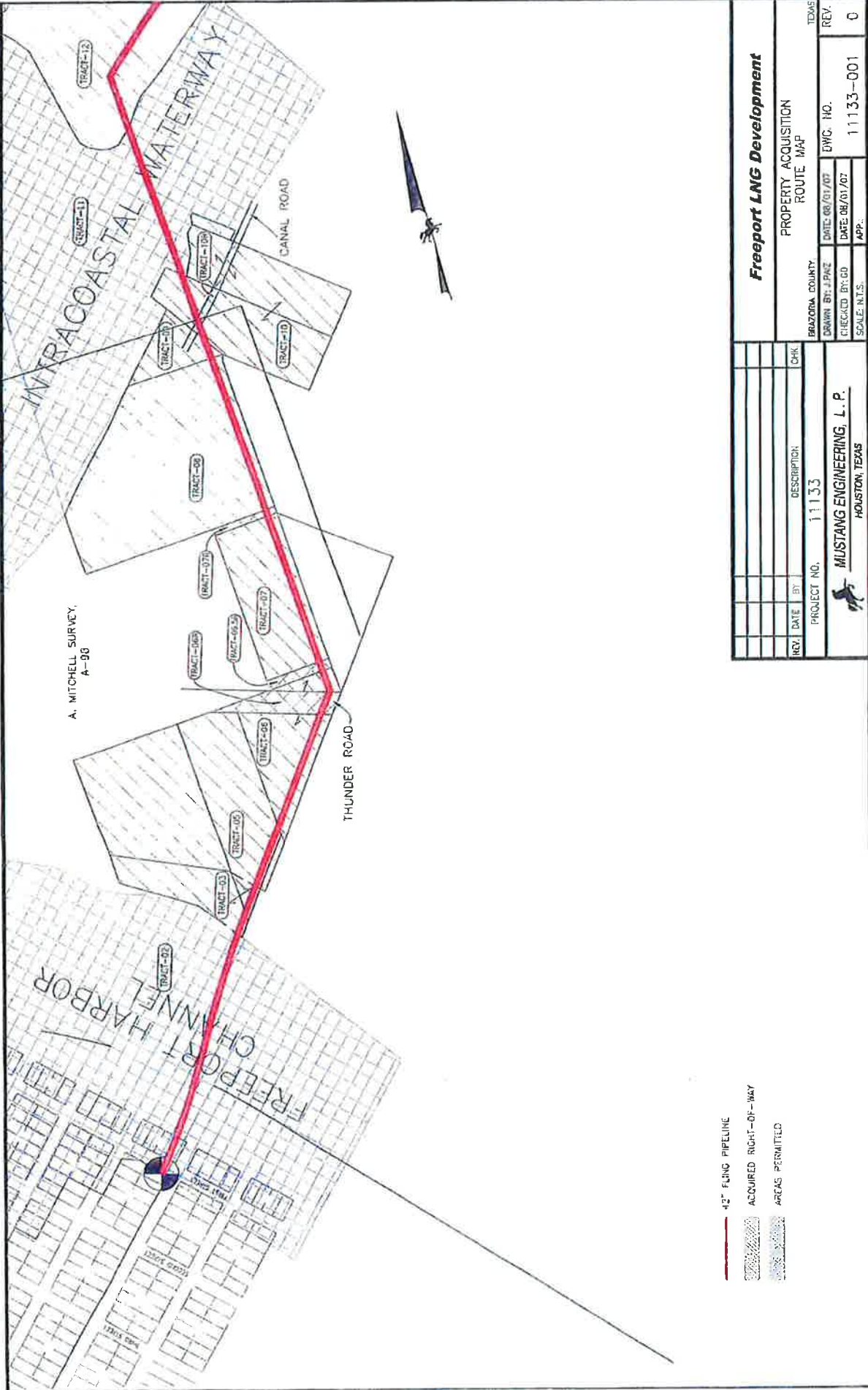
16R		The pipeline(s) is installed by conventional lay under the ground under the asphalt feeder roads servicing SH 332, within the TX DOT right of way, approximately 1060 feet northwest of where the SH 332 bridge begins to cross the Intracoastal Waterway. The approximate distance of the easement is 442 feet and the described width is 25 feet on either side of the centerline of the 42" pipeline, being 0.507 acres.		442.00	Tract 16R	2
17	F.J. Calvit Survey, A-51, Brazoria County, Texas, Lot 2, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.57 acre tract or parcel of land and a 1.24 acre temporary easement parcel out of Lot 2, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51		491.28	Tract 17	2
18	Same as Tract 19	Same as Tract 19		0.00	Tract 19	Same as Tract 19
19	Lots 10 & 11, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.79 acre tract or parcel of land and a 0.70 acre temporary easement parcel of land out of Lots 10 and 11 of the Brazos Coast Investment Company, Division 7 Subdivision of the F.J. Calvit League, Abstract Number 51		847.54	Tract 19	2
20	Lot 12, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.33 acre tract or parcel of land and a 0.36 acre temporary easement parcel of land out of Lot 12, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, (5.00 acres)		331.15	Tract 20	4
21	Lot 13, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.27 acre easement tract or parcel of land out of Lot 13, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51 (14.95 rods in length)		246.81	Tracts 21, 50, 67	6
21R	A. Mitchell Survey, A-98, Brazoria County, Texas	Land under, over or along a certain County Road (Terponi Lane) - Approx. ROW feet = 356.235', being 25 feet on either side of the centerline of the 42" pipeline, being approximately 0.409 acres		356.24	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	2
22	Lot 14, B.C.I.C. Division 7 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.049 acre tract or parcel of land out of Lot 14 of the Brazos Coast Investment Company, Division 7 Subdivision of the F.J. Calvit League, Abstract Number 51		0.00	Tract 22	2
22a	Lot 66, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas	A 0.21 acre tract or parcel of Lot 66, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, (10.00 acres)		182.55	Tract 22A	3
22R		Land under, over or along a certain County Road (Unnamed Road, Brazoria County), being approximately 0.037 acres - Approx. ROW feet = 32.34', Approx. width = 25 feet on either side of the centerline of the 42" pipeline.		32.34	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	2
23a	F.J. Calvit Survey, A-51, Brazoria County, Texas	0.60 acres out of Lot 108, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51		521.07	Tract 23A	2
24a	Lot 108, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.03 acres out of Lot 105, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51		18.37	Tract 24A	2
25a	Lot 105, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, owned by FLNG, being Lot 106, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, (5.00 acres), Brazoria County, Texas		566.78	Tract 25A	4
26a	Lot 106, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, owned by FLNG, being Lot 107, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, (5.00 acres), Brazoria County, Texas		498.17	Tract 26A	4
26R	Lot 107, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	Land under, over or along a certain County Road, being approximately 0.036 acres (Unnamed Road, Brazoria County) - Approx. ROW feet = 31.35', Approx. width = 25 feet on either side of the centerline of the 42" pipeline.		31.35	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	4
26.5a	Lot 116, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.22 acres out of Lot 116, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51		187.32	Tract 26.5A	2
27a	Lot 117, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, owned by FLNG, being Lot 117, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, (5.00 acres)		437.37	Tract 27A	4
28a	Lot 118, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.72 acres out of Lot 118, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51		627.18	Tract 28A	2
29a	Lot 119, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.30 acres out of Lot 119, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51		260.91	Tract 29A	2
30a	Lot 120, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.24 acres out of Lot 120, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51		208.97	Tract 30A	2



31a	Lot 121, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.34 acres out of Lot 121, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	294.43	Tract 31a	2
35	Lot 122, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.34 acre tract or parcel of land out of Lot 122, out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	292.37	Tract 35	2
36	Lot 123, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	5.00 acres, owned by FING, being Lot 123, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas	234.30	Tract 36	6
37	Lot 124, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A-2"	0.00 acres of permanent easement and a 0.39 acre temporary easement parcel out of Lot 124, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas	0.00	Tracts 37, 41, 43, 45, 47, 52	4
37.5	Lot 125, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, "Exhibit A"	0.51 acres and a 0.070 acre temporary easement parcel of land out of Lot 125, B.C.I.C. Division 8 Subdivision, F.J. Calvit League, A-51	338.19	Tracts 37.5, 38	2
37.5R	F.J. Calvit Survey, A-51, Brazoria County, Texas	Land under, over or along a certain County Road (Co. RD. 891, Brazoria County), being approximately 0.048 acres - Approx. ROW feet = 42.075', Approx. width = 25 feet on either side of the centerline of the 42" pipeline	42.075	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	5
38	105.52 Acres, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.91 acre tract or parcel of land and a 1.90 acre temporary easement parcel of land out of the F.J. Calvit League, Abstract Number 51, Brazoria County, Texas	798.52	Tracts 37.5, 38	3
39	346.909 acres, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 4.53 acre tract of land and a 11.150 acre temporary easement parcel of land out of 346.909 acres, F.J. Calvit League, A-51, Brazoria County, Texas	3946.00	Tract 39	2
40	Lots 158 & 159, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 1	A 0.70 acre tract and a 0.99 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	614.12	Tracts 40, 42, 44, 49 55	2
41	Lot 157, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A-A-3"	A 0.36 acre tract and a 0.54 acre temporary easement parcel of land out of Lot 157, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	312.24	Tracts 37, 41, 43, 45, 47, 52	5
42	Lot 156, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 2	A 0.36 acre tract and a 0.50 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	312.24	Tracts 40, 42, 44, 49 55	3
43	Lot 155, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A-A-4"	0.36 acres and a 0.54 acre temporary easement parcel of land out of Lot 155, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	312.24	Tracts 37, 41, 43, 45, 47, 52	6
44	Lot 154, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 3	0.36 acres and a 0.72 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	312.24	Tracts 40, 42, 44, 49 55	4
45	Lot 153, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A-A-5"	0.38 acres and a 0.54 acre temporary easement parcel of land out of Lot 153, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	313.73	Tracts 37, 41, 43, 45, 47, 52	7
46	Lot 137, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.31 acres and a 0.46 acre temporary easement parcel of land out of Lot 137, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51 (5.00 acres)	268.54	Tract 46	4
47	Lot 138, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A-A-6"	0.31 acres and a 0.46 acre temporary easement parcel of land out of Lot 138, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	267.82	Tracts 37, 41, 43, 45, 47, 52	8
48	Lot 139, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.31 acres and a 0.46 acre temporary easement parcel of land out of Lot 139, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51 (5.00 acres)	267.41	Tract 48	4
49	Lot 140, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 4	0.31 acres and a 0.61 acre temporary easement parcel of land out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	267.41	Tracts 40, 42, 44, 49 55	5
50	Lot 141, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.31 acre easement tract or parcel of land and a 0.46 acre temporary easement parcel of land out of Lot 141, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51 (16.21 rods in length)	267.41	Tracts 21, 50, 67	7

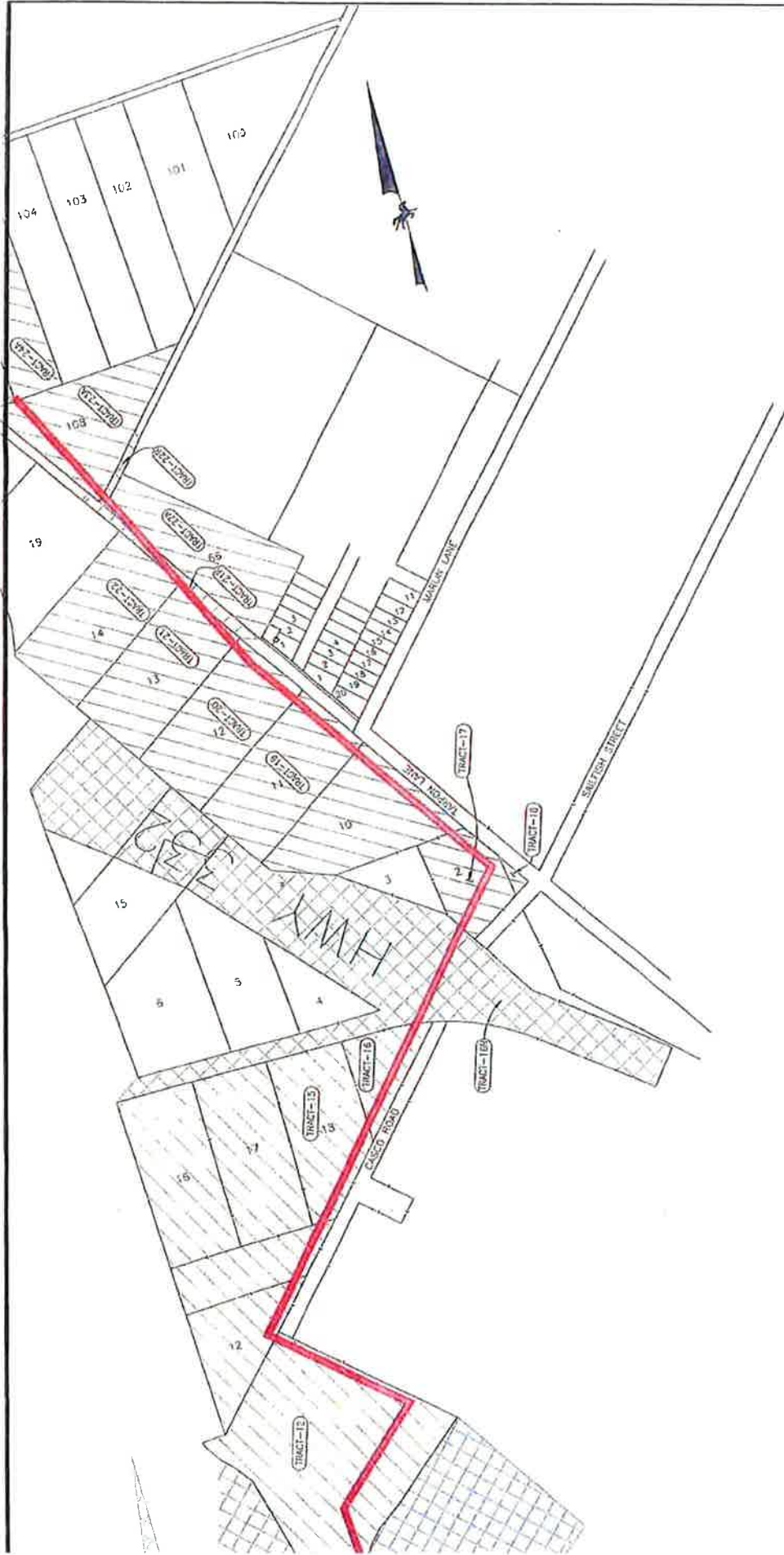
51	Lot 142, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	A 0.37 acre tract of land, a 0.27 acre tract of land and a 0.51 acre temporary easement parcel of land out of Lot 142, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51.	267.42	Tract 53	2
52	Lot 143 & 144, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A-A-1"	0.61 acres and a 1.22 acre temporary easement parcel of land out of Lot 143 & 144, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	898.15	Tracts 37, 43, 45, 47, 52	3
52R	F.J. Calvit Survey, A-51 & B.T. Archer Survey, A-9, Brazoria County, Texas	Land under, over or along a certain County Road (Co. Rd. 990A - Galley Way Rd., Brazoria County), being approximately 0.07's acres - Approx. ROW feet = 55.02', Approx. width = 25 feet on either side of the centerline of the 42" pipeline	65.01	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	6
53	Lot 125, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A"	0.63 acres out of Lot 125, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51	898.10	Tract 53	2
55	Lot 126, B.C.I.C. Division 9 Subdivision, F.J. Calvit League, A-51, Brazoria County, Texas, Exhibit "A" - 5	0.02 acres out of a part of 102.5 acres, more or less, being tracts 126, 140, 154, 156, and 159, Brazos Coast Investment Company Subdivision #9 out of the F.J. Calvit League, Abstract 51, Brazoria County, Texas	0.00	Tracts 40, 42, 44, 45 55	6
56	F.J. Calvit Survey, A-51 & B.T. Archer Survey, A-9, Brazoria County, Texas, Exhibit "B"	Land located across State-owned land in Brazoria County: Oyster Creek (20.04 rods in length), East Union Slough (1.5 rods in length), being 50 feet wide on either side of the centerline of the 42" pipeline, being approximately 0.911 acres	396.66	Tracts 2 and 56	6,7
57	Lot 1C1, B.T. Archer League, A-9, Brazoria County, Texas, Exhibit "A"	0.68 acres out of Lot 1C1, B.T. Archer League, A-9, Brazoria County, Texas (a 62.5637 acre tract of land)	989.23	Tract 57	2
57R	B.T. Archer Survey, A-9, Brazoria County, Texas	Land under, over or along a certain County Road (Unnamed Road and Co. Rd. 792, Brazoria County), being approximately 0.139 acres - Approx. ROW feet = 120.945', Approx. width = 25 feet on either side of the centerline of the 42" pipeline	120.95	Tracts 21R, 22R, 26R, 37.5R, 52R, 57R	7,8
58	Lots 1C, 1C2, 1C3, 1C4, 1C5, 1C6, 1C7 & 1C8, B.T. Archer League, A-9, Brazoria County, Texas, Exhibit "A"	1.39 acres and a 1.84 acre temporary easement parcel of land out of Lots 1C, 1C2, 1C3, 1C4, 1C5, 1C6, 1C7 & 1C8, B.T. Archer League, A-9, Brazoria County, Texas (a 504.445 tract of land)	1308.46	Tract 58	2,3
59	B.T. Archer League, A-9, Brazoria County, Texas, Exhibit "A"	A 0.60 acre tract or parcel of land and a 0.53 acre temporary easement parcel of land out of the B.T. Archer League, Abstract 9, Brazoria County, Texas	658.00	Tract 59	2
61	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A strip of land (2.69 acre tract of land) and a 4.04 acre temporary easement parcel of land out of Tract 2 and Tract 3, being 500 acres, more or less, out of the John Lightfoot Survey, Abstract No. 316, Brazoria County, Texas	2931.72	Tract 61	2,3
62.01 and 62.02	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A 0.46 acre tract or parcel of land and a 0.54 acre temporary easement parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	496.71	Tract 62.01, 62.02	2,3
62.023	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A 0.03 acre tract or parcel of land and a 0.02 acre temporary easement parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	29.66	Tract 62.023	2
62a	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A forty (40) foot wide strip of land (approx. 1.50 acres) and a 2.00 acre temporary easement parcel of land across a certain 206.67 acre tract or parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	1610.92	Tract 62A	2,3
62.03	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A forty (40) foot wide strip of land (approx. 0.23 acres) and a 0.20 acre temporary easement parcel of land across a certain called 11.004 acre tract or parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	248.01	Tract 62.03	2
65	John W. Lightfoot Survey, A-316, Brazoria County, Texas, Exhibit "A"	A 0.50 acre tract or parcel of land and a 0.44 acre temporary easement parcel of land out of the John W. Lightfoot Survey, Abstract 316, Brazoria County, Texas	545.36	Tract 65	2
66	Lot 1D, Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas, Exhibit "A"	A 1.02 acre tract and a 0.89 acre temporary easement parcel of land out of Lot 1D, Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas (45.00 acres)	1112.26	Tract 66	2

67	Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas, Exhibit "A", approximately 20.55 acres out of a 5,782.72 acre tract	(1) Approximately 542.7 rods, being 9,950.63 feet in length and 59 feet in width on either side of the centerline of the existing 42" pipeline, being approximately 20.55 acres of a 5,782.72 acre tract or parcel of land out of the Jared E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas (owned by Dow Chemical Company); and (2) Approximately 500 feet in length and 100 feet in width, being approximately 1.15 acres of a 5,782.72 acre tract or parcel of land out of the Jared E. Groce 5 Leagues Grant Survey, A-66, Brazoria County, Texas (owned by Dow Chemical Company), for the NGL line split-off to Ineos	8950.63 ÷ 500 = 9450.63	Tracts 21, 50, 67	3, 4, 5
68	J. E. Groce 5 Leagues Grant, A-66, Brazoria County, Texas, Exhibit "A"	A 0.02 acre tract or parcel of land and a 0.02 acre temporary easement parcel of land out of the J.E. Groce 5 Leagues Grant Survey, Abstract 66, Brazoria County, Texas	20.09	Tract 68	2
69	Jared E. Groce 5 League, A-66, Brazoria County, Texas, approximately 1.81 acres	(1) Approximately 1.81 acres and a 0.18 acre temporary easement parcel of land out of a 474.77 acre tract out of the Jared E. Groce 5 League Survey, A-66, Brazoria County, Texas; and (2) Approximately 2,600 feet in length and 100 feet in width, being approximately 5.97 acres out of a 474.77 acre tract out of the Jared E. Groce 5 League Survey A-66, Brazoria County, Texas, for the NGL line split off to Ineos	1058.94 ÷ 2600 = 3658.94	Tract 69	3



# Freeport LNG Development

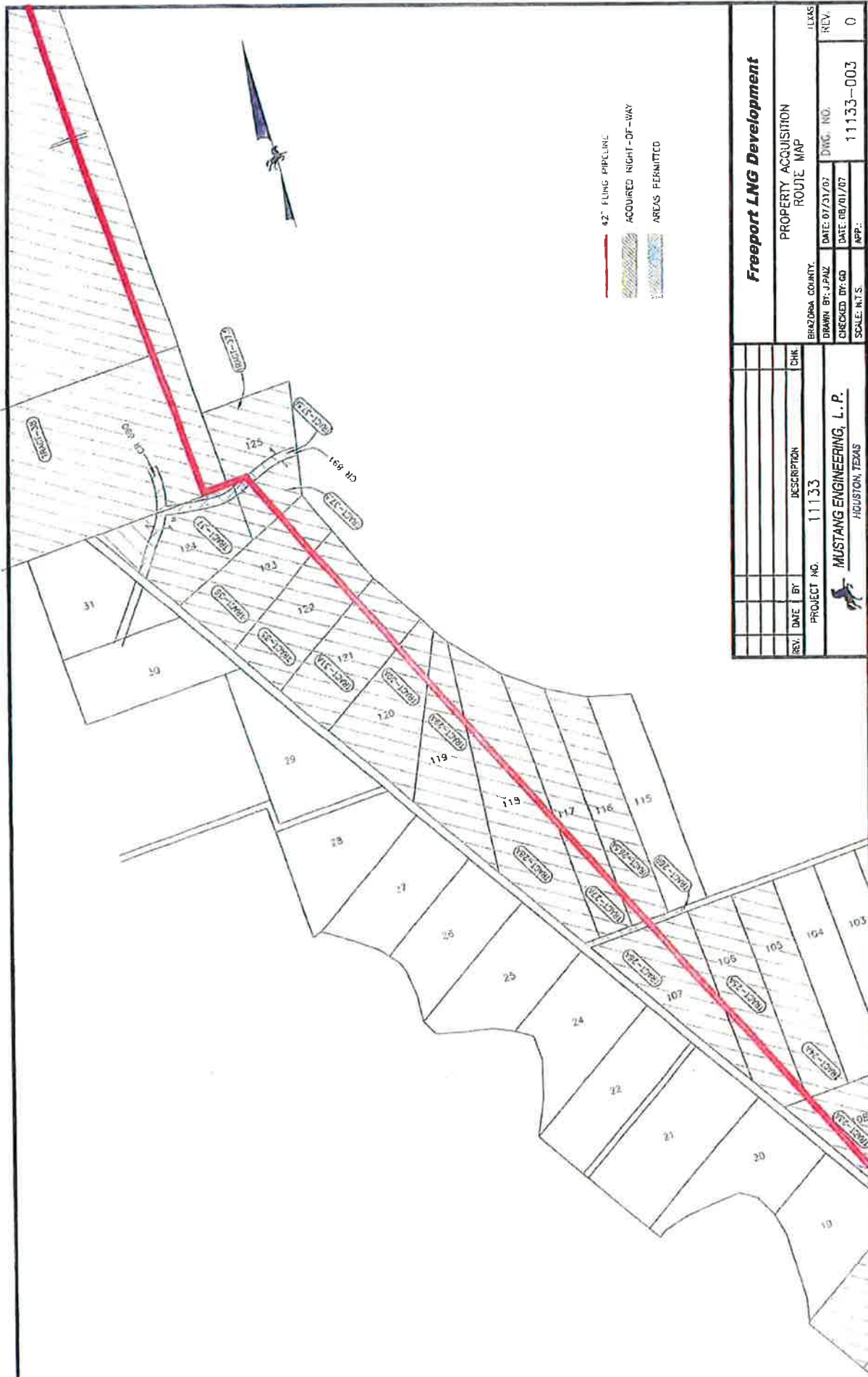
PROJECT NO.		PROJECT ACQUISITION		ROUTE MAP		TEXAS	
NO.	DATE	BY	DESCRIPTION	CHK.	DATE	BY	REV.
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PROJECT NO.		11133		11133		0	



42' LNG PIPELINE  
 ACQUIRED RIGHT-OF-WAY  
 AREAS PERMITTED

Freepoint LNG Development			
REV.		DATE	
DESCRIPTION		CHK.	
PROJECT NO. 11133		DATE 07/31/07	
MUSTANG ENGINEERING, L.P.		DATE 08/01/07	
HOUSTON, TEXAS		SCALE: N.T.S.	
BRASORIA COUNTY, TEXAS		DWG. NO. 11133-002	
DRAWN BY: JPAZ		REV. 0	
CHECKED BY: CD		APP.	





42' ETLNG PIPELINE  
 ACQUIRED RIGHT-OF-WAY  
 AREAS PERMITTED

# **Freepoort LNG Development**

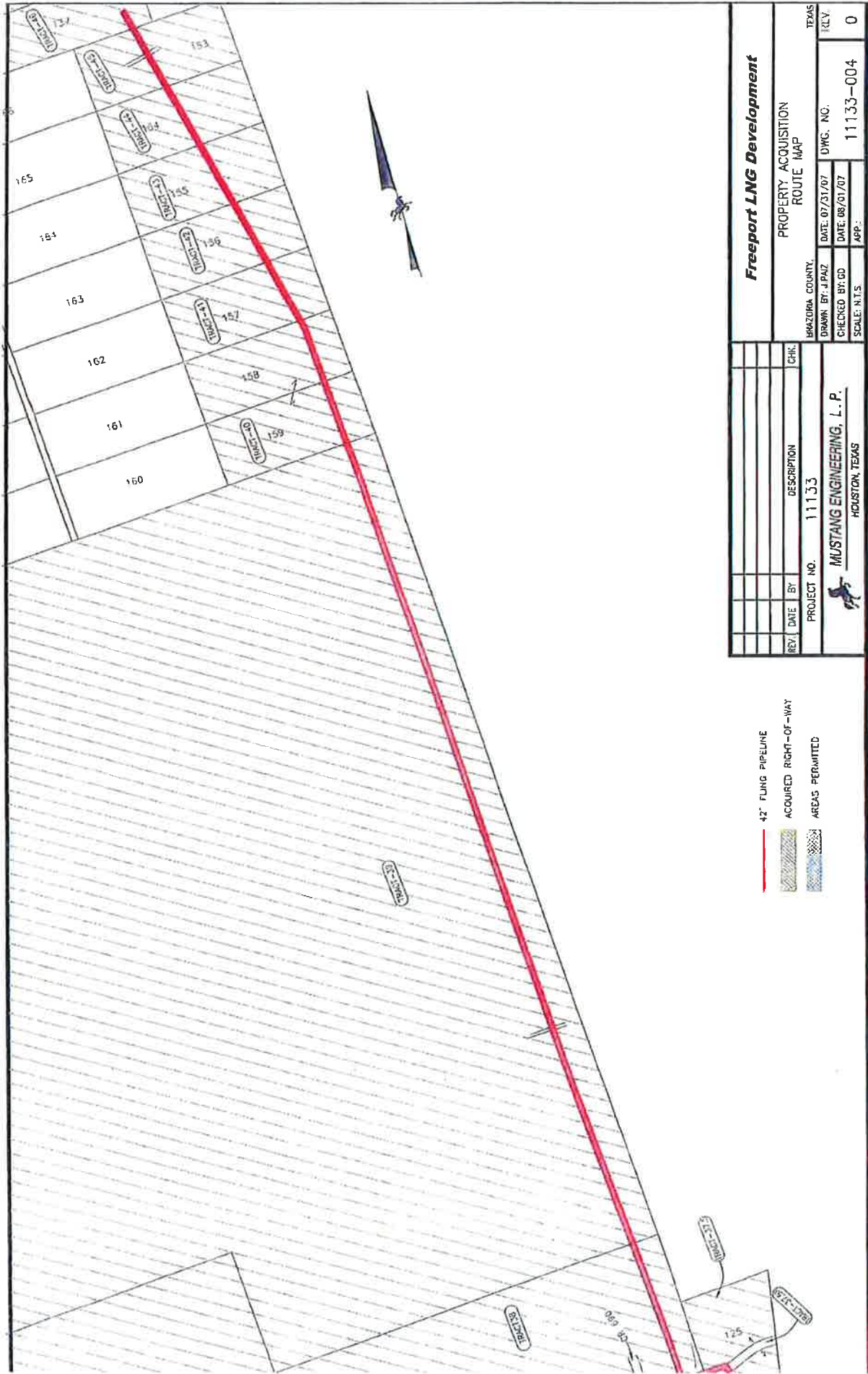
PROPERTY ACQUISITION  
 ROUTE MAP

BRAZORIA COUNTY, TEXAS	DATE: 07/31/07	DWG. NO.	11133-003
DRAWN BY: J.P.A.	DATE: 08/01/07	REV.	0
CHECKED BY: G.D.	SCALE: N.T.S.	APP.	

REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. 11133

**MUSTANG ENGINEERING, L. P.**  
 HOUSTON, TEXAS



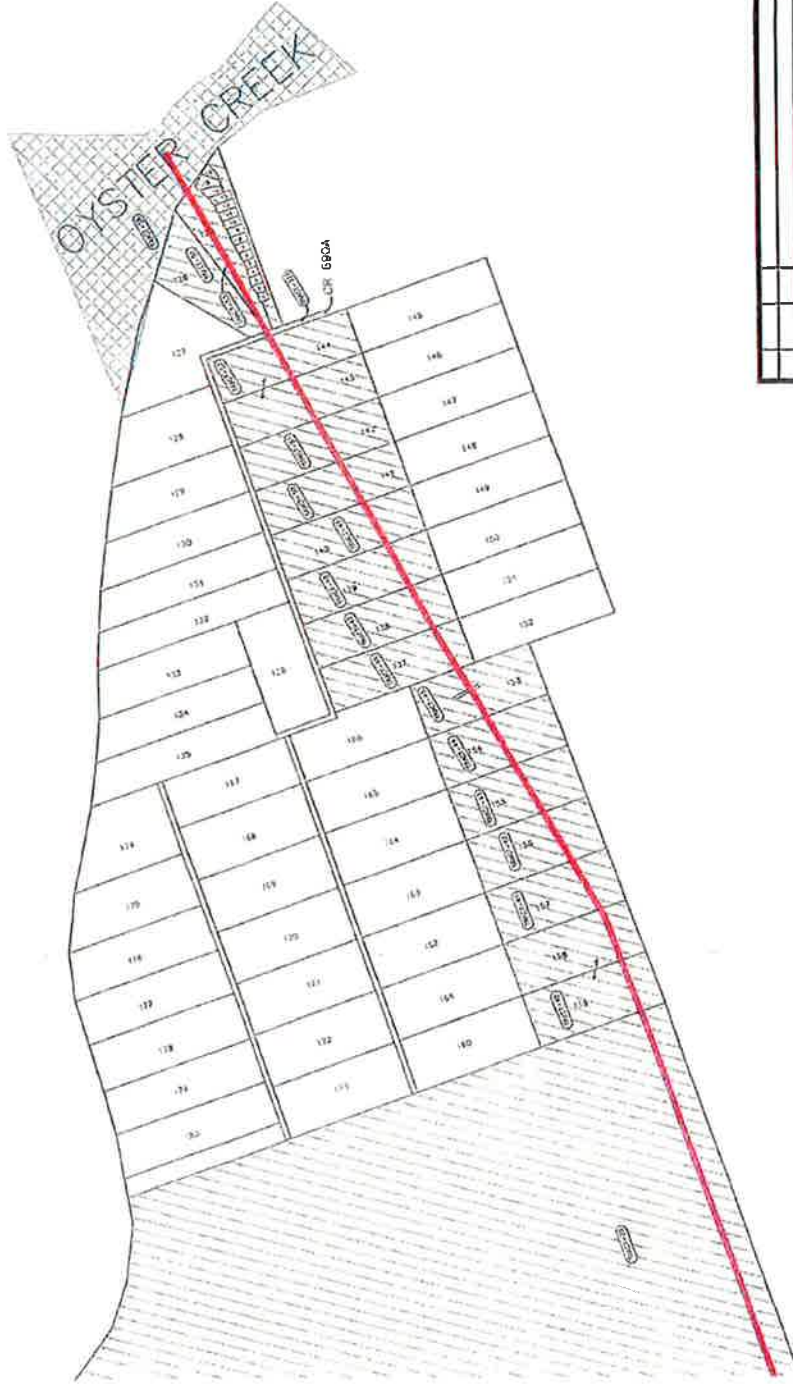
# **Freeport LNG Development**

PROPERTY ACQUISITION  
ROUTE MAP

BRAZORIA COUNTY, TEXAS	
DRAWN BY: JPAZ	DATE: 07/31/07
CHECKED BY: GD	DATE: 08/01/07
SCALE: N.T.S.	APP: 11133-004
	DWG. NO. 0

- 42" LNG PIPELINE
- ACQUIRED RIGHT-OF-WAY
- AREAS PERMITTED

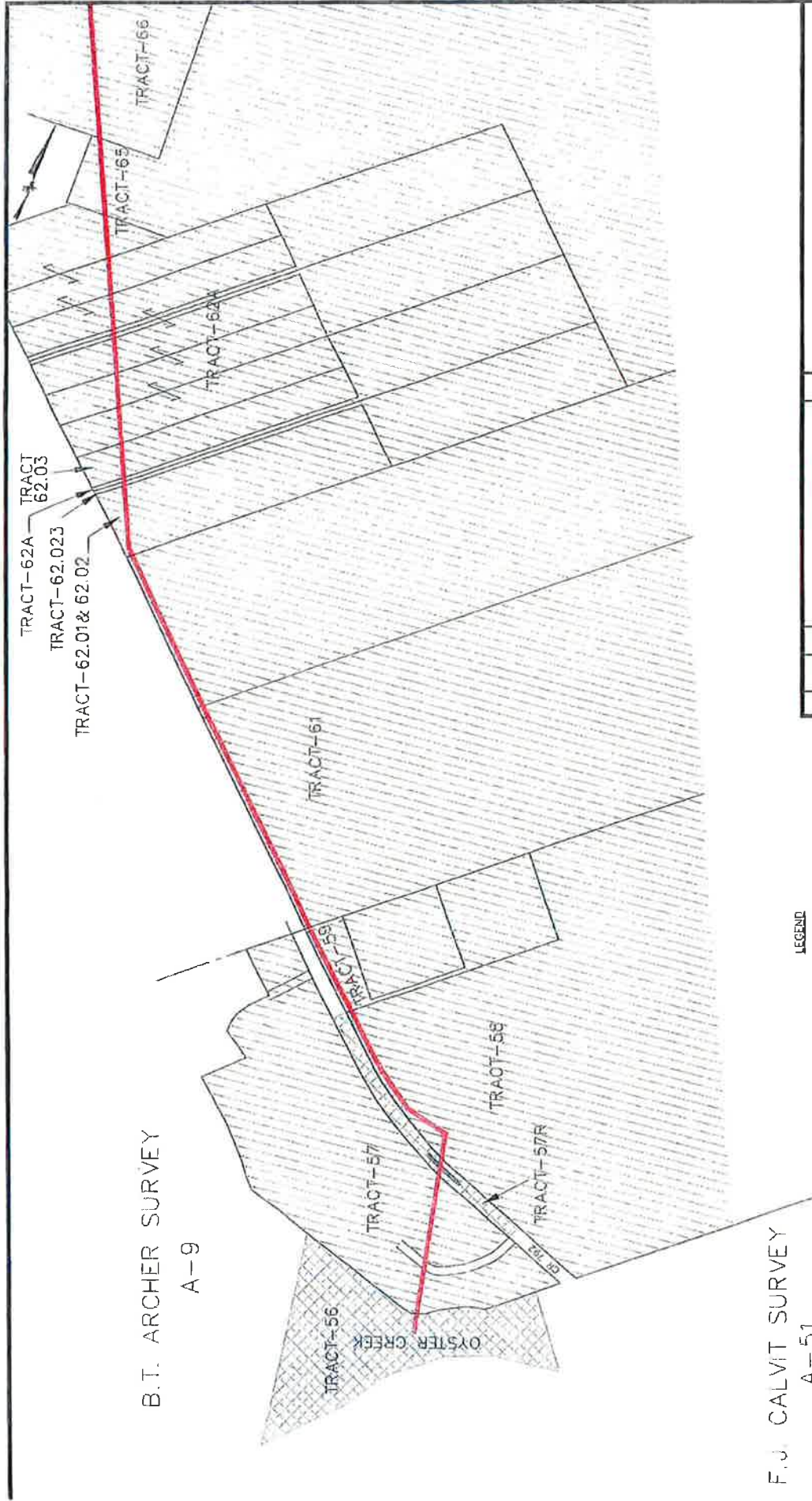
PROJECT NO. 11133  
MUSTANG ENGINEERING, L.P.  
HOUSTON, TEXAS



42" FLARING PIPELINE  
 ACQUIRED RIGHT-OF-WAY  
 AREAS PERMITTED

<b>Freepoint LNG Development</b>			
PROPERTY ACQUISITION			
ROUTE MAP			
TEXAS			
BRAZORIA COUNTY			
PROJECT NO.	11133	DWG. NO.	11133-005
DATE	07/31/07	DATE	08/01/07
CHECKED BY	CD	DATE	08/01/07
SCALE	N.T.S.	APP.	
REV.			
0			
MUSTANG ENGINEERING, L. P. HOUSTON, TEXAS			





REV.		DATE	BY	DESCRIPTION	CHK.
PROJECT NO.		11133			
MUSTANG ENGINEERING, L.P. HOUSTON, TEXAS					
BRAZORIA COUNTY					
PROPERTY ACQUISITION ROUTE MAP					
DRAWN BY: JPAZ		DATE: 07/31/07	DWG. NO.		TPRAC
CHECKED BY: GD		DATE: 08/01/07	11133-006		REV.
SCALE: N.T.S.		APP.		0	

**Freeport LNG Development**

J.E. GROCE LEAGUE  
A-66

TRACT-65

TRACT-66

TRACT-67

TRACT-68

TRACT-69

Freeport LNG Development

TRACT-66

42" FLNG PIPELINE  
ACQUIRED RIGHT-OF-WAY  
AREAS PERMITTED

[illegible]





Bid Sorrell



BEING A 305.672 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 305.672 ACRE TRACT BEING A PART OF THE FOLLOWING TWO TRACTS: (1) A 346.909 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. SORRELL AND WIFE, LORIE, SORRELL FROM KATHERINE CULLEN BURTON, ET AL, TRUSTEES OF THE ROY G. CULLEN TRUST FOR THE BENEFIT OF ROY HENRY CULLEN, THE ROY G. CULLEN TRUST FOR THE BENEFIT OF HARRY HOLMES CULLEN AND THE ROY G. CULLEN TRUST FOR THE BENEFIT OF CORNELIA CULLEN LONG RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 01-011002 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); AND (2) A 9.495 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. SORRELL FROM J. T. SUGGS, JR. BY DEED DATED AUGUST 28, 1986 AND RECORDED IN VOLUME (86)320, PAGE 391 OF THE O.R.B.C.T.; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 305.672 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a three-eighths inch iron rod with cap found at the southwest corner of said 346.909 acre tract and on the east line of the Brazos Coast Investment Company (B.C.I.C.) Subdivision (S/D) No. 10 recorded in Volume 2, Page 141 of the Plat Records of Brazoria County, Texas (P.R.B.C.T.); same being the northwest corner of a 105.52 acre tract conveyed to Zim Exploration & Production Co. from Buccaneer Land Partnership by deed dated December 16, 1989 and recorded in Volume (90)756, Page 702 of the O.R.B.C.T.; from which a one and one-half inch iron pipe found at the southwest corner of said 105.52 acre tract bears South 09° 44' 50" East, 1,309.41 feet (called South 09° 45' 00" East, 1,308.5 feet);

THENCE North 09° 44' 50" West (called North 09° 45' 00" West), along the common line of said 346.909 acre tract and said B.C.I.C. S/D No. 10, a distance of 834.38 feet to a five-eighths inch iron rod set for corner;

THENCE North 86° 48' 42" East a distance of 40.85 feet to a five-eighths inch iron rod set for corner;

THENCE North 53° 05' 23" East a distance of 102.73 feet to a five-eighths inch iron rod set for corner;

THENCE North 37° 28' 56" East a distance of 97.87 feet to a five-eighths inch iron rod set for corner;

THENCE North 19° 44' 43" East a distance of 104.60 feet to a five-eighths inch iron rod set for corner;

DESCRIPTION OF 305.672 ACRES

PAGE 2 OF 4 PAGES

THENCE North 12° 33' 00" East a distance of 323.47 feet to a five-eighths inch iron rod set for corner;

THENCE North 19° 08' 27" East a distance of 111.23 feet to a five-eighths inch iron rod set for corner;

THENCE North 33° 56' 34" East a distance of 109.84 feet to a five-eighths inch iron rod set for corner;

THENCE North 49° 13' 02" East a distance of 109.35 feet to a five-eighths inch iron rod set for corner;

THENCE North 49° 45' 48" East a distance of 223.28 feet to a five-eighths inch iron rod set for corner;

THENCE South 09° 57' 26" East a distance of 46.57 feet to a five-eighths inch iron rod set for corner;

THENCE North 71° 06' 16" East a distance of 90.18 feet to a five-eighths inch iron rod set for corner;

THENCE North 82° 11' 52" East a distance of 118.26 feet to a five-eighths inch iron rod set for corner;

THENCE North 63° 32' 46" East a distance of 102.96 feet to a five-eighths inch iron rod set for corner;

THENCE North 74° 53' 41" East a distance of 100.36 feet to a five-eighths inch iron rod set for corner;

THENCE North 78° 01' 29" East a distance of 318.85 feet to a five-eighths inch iron rod set for corner;

THENCE North 86° 22' 03" East a distance of 237.67 feet to a five-eighths inch iron rod set for corner;

THENCE South 82° 49' 08" East a distance of 136.31 feet to a five-eighths inch iron rod set for corner;

THENCE North 03° 12' 38" West a distance of 1,659.52 feet to a five-eighths inch iron rod set for corner on the most northerly north line of said 346.909 acre tract and the south line of Tract 180 of the B.C.I.C. S/D No. 9, also recorded in Volume 2, Page 141 of the P.R.B.C.T.;

DESCRIPTION OF 305.672 ACRES

PAGE 3 OF 4 PAGES

THENCE North  $86^{\circ} 47' 22''$  East (called North  $86^{\circ} 48' 00''$  East), along the most northerly north line of said 346.909 acre tract and the south line of said Tract 180, a distance of 545.01 feet to a five-eighths inch iron rod found in concrete at the most northerly northeast corner of said 346.909 acre tract; same being the southeast corner of said Tract 180;

THENCE South  $03^{\circ} 00' 11''$  East, along the most northerly east line of said 346.909 acre tract and a west line of said B.C.I.C. S/D No. 9, a distance of 140.30 feet (called South  $03^{\circ} 00' 00''$  East, 140.08 feet) to a three-eighths inch iron rod found in concrete at an interior ell corner of said 346.909 acre tract and a southwest corner of said B.C.I.C. S/D No. 9;

THENCE North  $86^{\circ} 59' 22''$  East (called North  $87^{\circ} 00' 00''$  East), along the north line of said 346.909 acre tract and a northerly south line of said B.C.I.C. S/D No. 9, at 1,728.87 feet (called 1,728.70 feet) pass a three-eighths inch iron rod found on line, at 1,933.20 feet (called 1,933.00 feet) pass a railroad bridge bolt found on line, and continuing for a total distance of 2,246.40 feet to a five-eighths inch iron rod set at the northeast corner of said 346.909 acre tract; same being an interior ell corner of said B.C.I.C. S/D No. 9;

THENCE South  $02^{\circ} 44' 33''$  East along the east line of said 346.909 acre tract and a west line of said B.C.I.C. S/D No. 9, a distance of 3,944.26 feet (called South  $03^{\circ} 44' 30''$  East, 3,945.41 feet) to a point in water at the southeast corner of said 346.909 acre tract; same being the northeast corner of said 105.52 acre tract; from which a one-half inch iron rod with cap found at the southeast corner of said 105.52 acre tract bears South  $02^{\circ} 44' 33''$  East, 701.23 feet (called South  $02^{\circ} 44'$  East, 700.0 feet);

THENCE South  $86^{\circ} 45' 14''$  West, along the most easterly south line of said 346.909 acre tract and the most easterly north line of said 105.52 acre tract, at 147.78 feet (called 148.0 feet) pass a one-half inch iron pipe found on line, at 592.38 feet (called 592.43 feet) pass a three-eighths inch iron rod with cap found 1.15 feet south of this line, and continuing for a total distance of 1,897.21 feet (called South  $86^{\circ} 47' 33''$  West, 1,897.10 feet) to a three-fourths inch iron pipe found at the most southerly southwest corner of said 346.909 acre tract and an interior ell corner of said 105.52 acre tract;

THENCE North  $03^{\circ} 13' 55''$  West, along the most southerly west line of said 346.909 acre tract and a northerly east line of said 105.52 acre tract, a distance of 600.13 feet (called North  $03^{\circ} 14' 14''$  West, 600.34 feet), to a one-half inch iron pipe found at an interior ell corner of said 346.909 acre tract and a northerly northeast corner of said 105.52 acre tract;

THENCE South  $86^{\circ} 44' 09''$  West, along a south line of said 346.909 acre tract and a north line of said 105.52 acre tract, a distance of 1,249.82 feet (called South  $86^{\circ} 44' 37''$  West, 1,249.80 feet) to a five-eighths inch iron rod found for corner;

DESCRIPTION OF 305.672 ACRES

PAGE 4 OF 4 PAGES

THENCE North 03° 46' 27" East, along a west line of said 346.909 acre tract and an east line of said 105.52 acre tract, a distance of 88.61 feet (called North 04° 01' 00" East, 88.56 feet) to a five-eighths inch iron rod found for corner;

THENCE North 85° 19' 09" West, along a south line of said 346.909 acre tract and a north line of said 105.52 acre tract, a distance of 379.91 feet (called North 85° 14' 23" West, 380.60 feet) to a five-eighths inch iron rod found for corner;

THENCE South 47° 42' 38" West, along a southeast line of said 346.909 acre tract and a northwest line of said 105.52 acre tract, a distance of 221.91 feet (called South 47° 19' 09" West, 221.27 feet) to a five-eighths inch iron rod found for corner;

THENCE South 86° 50' 46" West, along the most westerly south line of said 346.909 acre tract and the most westerly north line of said 105.52 acre tract, a distance of 760.83 feet (called South 86° 51' 33" West, 761.31 feet) to the POINT OF BEGINNING and containing 305.672 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

  
Cecil J. Booth

Registered Professional Land Surveyor  
Registration No. 2061

Date: 18 May 12

Job No. 10858



Tract 136



BEING A 4.998 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.998 ACRE TRACT BEING TRACT 136 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 136 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.998 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a one-half inch iron rod found at the southeast corner of Tract 135 and on the north line of Tract 167 of said B.C.I.C. S/D No. 9; same being at the intersection of the south and west lines of a 30 feet wide platted, unimproved road; thence as follows:

North 03° 06' 52" West along the east line of said Tract 135 and the west line of said 30 feet wide road, a distance of 27.97 feet and North 87° 11' 05" East a distance of 30.00 feet to a five-eighths inch iron rod set for the southwest corner of said Tract 136 and POINT OF BEGINNING of the herein described tract; same being the intersection of the north and east lines of said 30 feet wide road;

THENCE North 03° 06' 52" West, along the east line of said Tract 136 and the east line of said 30 feet wide road, a distance of 672.39 feet to a five-eighths inch iron rod set for the northwest corner of said Tract 136 and on the south line of Tract 132 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East, along the common line of said Tracts 136 and 132, a distance of 323.33 feet (called 324.1 feet) to a five-eighths inch iron rod set at the northeast corner of said Tract 136 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 11' 51" East, along the east line of said Tract 136 and the west line of said 30 feet wide road, a distance of 672.40 feet to a five-eighths inch iron rod set at the southeast corner of said Tract 136 and at the intersection of the north and west lines of a 30 feet wide platted, unimproved road;

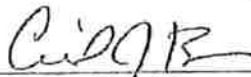


DESCRIPTION OF TRACT 136

PAGE 2 OF 2 PAGES

THENCE South 87° 11' 05" West, along the south line of said Tract 136 and the north line of said 30 feet wide road, a distance of 324.31 feet (called 324.1 feet) to the POINT OF BEGINNING and containing 4.998 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:



Cecil J. Booth

Registered Professional Land Surveyor

Registration No. 2061

Date: 18 MAY 12

Job No. 10858



Tract 140



BEING A 4.976 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.976 ACRE TRACT BEING TRACT 140 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 140 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.976 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a one and one-fourth inch iron pipe found at the northwest corner of Tract 166 of said B.C.I.C. S/D No. 9; same being at the intersection of the south and east lines of a 30 feet wide platted, unimproved road; thence as follows:

North 87° 11' 05" East along the north line of said Tract 166 and the south line of said 30 feet wide road, a distance of 311.59 feet to a five-eighths inch iron rod set at an interior ell corner of said Tract 166 and at the intersection with the east line of another 30 feet wide platted, unimproved road;

North 03° 11' 51" West along the east line of said 30 feet wide road and along the west lines of Tracts 137 through 139 of said B.C.I.C. S/D No. 9, a distance of 814.11 feet to a five-eighths inch iron rod set for the common west corner of said Tracts 139 and 140 and the POINT OF BEGINNING of the herein described tract;

THENCE North 03° 11' 51" West along the west line of said Tract 140 and the east line of said 30 feet wide road, a distance of 262.09 feet (called 262.1 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 140 and 141 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East along the common line of said Tracts 140 and 141, a distance of 827.00 feet to a concrete monument with a brass disk stamped SE 141 SUBD 9 found at the common corner of Tracts 140, 141, 148 and 149 of said B.C.I.C. S/D No. 9;

THENCE South 03° 11' 51" East along the common line of said Tracts 140 and 149, a distance of 262.09 feet (called 262.1 feet) to a five-eighths inch iron rod with cap found at the common corner of Tracts 139, 140, 149 and 150 of said B.C.I.C. S/D No. 9;

DESCRIPTION OF TRACT 140  
PAGE 2 OF 2 PAGES

THENCE South 87° 11' 05" West along the common line of said Tracts 139 and 140, a distance of 827.00 feet to the POINT OF BEGINNING and containing 4.976 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

*Cecil J. Booth*

Cecil J. Booth  
Registered Professional Land Surveyor  
Registration No. 2061

Date: 18 May 12  
Job No. 10858



Tract 154



BEING A 5.112 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 5.112 ACRE TRACT BEING TRACT 154 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 154 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998319; SAID 5.112 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a five-eighths inch iron rod with cap found at the southeast corner of said Tract 154, at the northeast corner of 155 of said B.C.I.C. S/D No. 9 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South  $86^{\circ} 45' 39''$  West along the common line of said Tracts 154 and 155, a distance of 729.96 feet (called 730 feet) to a one-half inch iron rod found at the common corner of 154, 155, 164 and 165 of said B.C.I.C. S/D No. 9; from which a one and one-fourth inch iron pipe found at the common west corner of said Tracts 164 and 165 bears South  $86^{\circ} 50' 14''$  West, 733.02 feet;

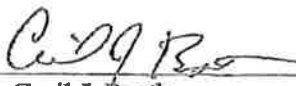
THENCE North  $03^{\circ} 10' 52''$  West along the common line of said Tracts 154 and 165, a distance of 305.31 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common corner of Tracts 153, 154, 165 and 166 of said B.C.I.C. S/D No. 9;

THENCE North  $86^{\circ} 47' 59''$  East along the common line of said Tracts 153 and 154, a distance of 729.97 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 153 and 154 and on the west line of said 30 feet wide road;

DESCRIPTION OF TRACT 154  
PAGE 2 OF 2 PAGES

THENCE South 03° 10' 44" East along the east line of said Tract 154 and the west line of said 30 feet wide road, a distance of 304.81 feet (called 304.75 feet) to the POINT OF BEGINNING and containing 5.112 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT: \_\_\_\_\_

  
Cecil J. Booth  
Registered Professional Land Surveyor  
Registration No. 2061

Date: 18 MAY 12  
Job No. 10858



Tract 156 + 163



BEING A 10.224 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 10.224 ACRE TRACT BEING TRACTS 156 AND 163 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 156 AND 163 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 10.224 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one inch iron pipe found at the common west corner of Tracts 163 and 162 of said B.C.I.C. S/D No. 9 and on the east line of a 30 feet wide platted, unimproved road;

THENCE North 03° 13' 20" West along the west line of said Tract 163 and the east line of said 30 feet wide road, a distance of 304.67 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 163 and 164 of said B.C.I.C. S/D No. 9; from which a one and one-quarter inch iron pipe found at the common west corner of Tracts 164 and 165 of said B.C.I.C. S/D No. 9 bears North 03° 13' 20" West, 304.67 feet;

THENCE North 86° 50' 21" East along the common line of said Tracts 163 and 164, a distance of 732.71 feet (called 732 feet) to a one-half inch iron rod found at the common corner of Tracts 155, 156, 163 and 164 of said B.C.I.C. S/D No. 9;

THENCE North 86° 46' 44" East along the common line of said Tracts 155 and 156, a distance of 730.04 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 155 and 156 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 10' 44" East along the east line of said Tract 156 and the west line of said 30 feet wide road, a distance of 304.84 feet (called 304.75 feet) to a five-eighths inch iron rod found at the common east corner of Tracts 156 and 157 of said B.C.I.C. S/D No. 9;

THENCE South 86° 49' 33" West along the common line of said Tracts 156 and 157, a distance of 729.86 feet (called 730 feet) to a two inch iron pipe found at the common corner of said Tracts 155, 156, 162 and 163;

DESCRIPTION OF TRACTS 156 & 163

PAGE 2 OF 2 PAGES

THENCE South  $86^{\circ} 48' 21''$  West along the common line of said Tracts 162 and 163, a distance of 732.67 feet (called 732 feet) to the POINT OF BEGINNING and containing 10.224 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

CJ Booth

Cecil J. Booth

Registered Professional Land Surveyor

Registration No. 2061

Date: 18 May 12

Job No. 10853





Tract 158-161



BEING A 20.595 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 20.595 ACRE TRACT BEING TRACTS 158, 159, 160, AND 161 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 158, 159, 160, AND 161 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 20.595 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one-half inch iron pipe found at the common west corner of Tracts 161 and 162 of said B.C.I.C. S/D No. 9 and on the east line of a 30 feet wide platted, unimproved road;

THENCE North  $86^{\circ} 50' 02''$  East along the common line of said Tracts 161 and 162, a distance of 732.52 feet (called 732 feet) to a three inch iron pipe found at the common corner of Tracts 157, 158, 161 and 162 of said B.C.I.C. S/D No. 9;

THENCE North  $86^{\circ} 47' 59''$  East along the common line of said Tracts 157 and 158, a distance of 729.78 feet (called 730 feet) to a five-eighths inch iron rod with cap found at the common east corner of said Tracts 157 and 158 and on the west line of a platted, unimproved road;

THENCE South  $03^{\circ} 10' 44''$  East along the east line of said Tracts 158 and 159 and the west line of said 30 feet wide road, at 609.04 feet (called 609.5 feet) pass a five-eighths inch iron rod with cap found at the monumented southeast corner of said Tract 159, and continuing for a total distance of 615.92 feet to a five-eighths inch iron rod set for the southeast corner of said Tract 159 and on the north line of a 30 feet wide platted, unimproved road; said set five-eighths inch iron rod being situated 30 feet north of and at right angles to the north line of that 346.909 acre tract conveyed to Michael J. Sorrell and Wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the Benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the Benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the Benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; from said set five-eighths inch iron rod a five-eighths inch iron rod set at the northeast corner of said 346.909 acre tract bears South  $03^{\circ} 10' 44''$  East, 30.00 feet and North  $86^{\circ} 59' 22''$  East, 7.79 feet;

DESCRIPTION OF TRACTS 158, 159, 160, AND 161  
PAGE 2 OF 2 PAGES

THENCE South  $86^{\circ} 59' 22''$  West along the south line of said Tract 159, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 729.30 feet (called 730 feet) to a five-eighths inch iron rod set for the common south corner of said Tracts 159 and 160; from which a found one inch iron pipe (laid over) bears North  $03^{\circ} 13' 21''$  West, 4.15 feet;

THENCE South  $86^{\circ} 59' 22''$  West along the south line of said Tract 160, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 732.54 feet (called 732 feet) to a five-eighths inch iron rod set for the southwest corner of said Tract 160; same being at the intersection with the east line of another 30 feet wide platted, unimproved road;

THENCE North  $03^{\circ} 13' 20''$  West along the west line of said Tracts 160 and 161 and the east line of said 30 feet wide road, a distance of 611.52 feet (called 609.5 feet) to the POINT OF BEGINNING and containing 20.595 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT: \_\_\_\_\_

*CJ Booth*  
Cecil J. Booth  
Registered Professional Land Surveyor  
Registration No. 2061

Date: 18 May 12  
Job No. 10858



Tract 166



BEING A 4.900 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.900 ACRE TRACT BEING TRACT 166 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 166 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.900 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a one and one-fourth inch iron pipe found at the northwest corner of said Tract 166 and the intersection of the south and east lines of two 30 feet wide platted, unimproved roads;

THENCE North  $87^{\circ} 11' 05''$  East along the north line of said Tract 166 and the south line of said 30 feet wide road, a distance of 311.59 feet (called 317.6 feet) to a five-eighths inch iron rod set at an interior ell corner of said Tract 166 and at the intersection with the east line of another 30 feet wide platted, unimproved road;

North  $03^{\circ} 11' 51''$  West along the northern west line of said Tract 166 and the east line of said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the common west corner of Tracts 137 and 166 of said B.C.I.C. S/D No. 9;

THENCE North  $87^{\circ} 11' 05''$  East along the common line of said Tracts 137 and 166, a distance of 421.88 feet (called 440.1 feet) to a point in water at the common north corner of Tracts 153 and 166 of said B.C.I.C. S/D No. 9;

THENCE South  $03^{\circ} 10' 52''$  East along the common line of said Tracts 153 and 166, a distance of 301.34 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common corner of Tracts 153, 154, 164, and 165 of said B.C.I.C. S/D No. 9; from which a five-eighths inch iron rod with cap found at the common east corner of said Tracts 153 and 154 bears North  $86^{\circ} 47' 59''$  East, 729.97 feet;

THENCE South  $86^{\circ} 47' 59''$  West along the common line of said Tracts 165 and 166, a distance of 733.24 feet to a five-eighths inch iron rod set for the common west corner of said Tracts 165 and 166 and on the east line of a 30 feet wide platted, unimproved road;

DESCRIPTION OF TRACT 166

PAGE 2 OF 2 PAGES

THENCE North 03° 13' 20" West along the west line of said Tract 166 and the east line of said 30 feet wide road, a distance of 276.27 feet (called 276.2 feet) to the POINT OF BEGINNING and containing 4.900 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

*Cecil J. Booth*

Cecil J. Booth

Registered Professional Land Surveyor

Registration No. 2061

Date: 18 May 12  
Job No. 10858





BEING A 4.504 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.504 ACRE TRACT BEING TRACT 167 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 167 BEING CONVEYED TO SORRELL FAMILY LIMITED PARTNERSHIP #2, LTD. FROM TAMARA ANN FOLLETT WEIKEL AND KALYNDA FOLLETT, AS DEVISEES UNDER THE WILL OF MARTIN DEWEY FOLLETT, JR. BY DEED DATED JANUARY 10, 2008 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2008003493 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; A 37.5% INTEREST IN SAID TRACT 167 BEING CONVEYED TO DOW CHEMICAL COMPANY FROM HOUSTON BANK AND TRUST COMPANY BY DEED DATED JULY 15, 1969 AND RECORDED IN VOLUME 1037, PAGE 901 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.504 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a five-eighths inch iron rod found at the northeast corner of Tract 174, on the south line of Tract 135 said B.C.I.C. S/D No. 9, and on the west line of a 30 feet wide platted, unimproved road; thence as follows:

North 87° 18' 51" East along the south line of said Tract 135 and across the end of said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the northwest corner of said Tract 167 and the POINT OF BEGINNING of the herein described tract of land on the east line of said 30 feet wide road;

THENCE North 87° 18' 51" East along the common line of said Tracts 135 and 167, at 665.87 feet pass a one-half inch iron rod found at the southeast corner of said Tract 135 and on the south line of a 30 feet wide platted, unimproved road, at 702.37 feet pass a one-half inch iron rod found on line, and continuing for a total distance of 708.63 feet (called 723.4 feet) to a five-eighths inch iron rod set for the northeast corner of said Tract 167 and at the intersection with the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 13' 20" East along the east line of said Tract 167 and the west line of said 30 feet wide road, a distance of 276.14 feet (called 276.2 feet) to a five-eighths inch iron rod set for the common east corner of Tracts 167 and 168 of said B.C.I.C. S/D No. 9;



BEING A 4.980 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 4.980 ACRE TRACT BEING TRACT 168 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 168 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 4.980 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a five-eighths inch iron rod found at the northeast corner of Tract 174, on the south line of Tract 135 of said B.C.I.C. S/D No. 9, and on the west line of a 30 feet wide platted, unimproved road; thence as follows:

North 87° 18' 51" East along the south line of said Tract 135 and across the end of said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the northwest corner of Tract 167 of said B.C.I.C. S/D No. 9, and on the east line of said 30 feet wide road;

South 03° 00' 11" East along the west line of said Tract 167 and the east line of said 30 feet wide road, a distance of 277.21 feet (called 276.2 feet) to a five-eighths inch iron rod set for the common west corner of said Tracts 167 and 168 and the POINT OF BEGINNING of the herein described tract of land;

THENCE North 87° 13' 39" East along the common line of said Tracts 167 and 168, at 703.55 feet pass a one-half inch iron rod found one line, and continuing for a total distance of 709.68 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common east corner of said Tracts 167 and 168 on the west line of a 30 feet wide platted, unimproved road;

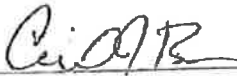
THENCE South 03° 13' 20" East along the east line of said Tract 168 and the west line of said 30 feet wide road, a distance of 305.00 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common east corner of Tracts 168 and 169 of said B.C.I.C. S/D No. 9;

THENCE South 87° 09' 27" West along the common line of said Tracts 168 and 169, a distance of 710.84 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common west corner of said Tracts 168 and 169 and on the east line of a 30 feet wide platted, unimproved road;

DESCRIPTION OF TRACT 168  
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THENCE North 03° 00' 11" West along the west line of said Tract 168 and the east line of said 30 feet wide road, a distance of 305.87 feet (called 304.75 feet) to the POINT OF BEGINNING and containing 4.980 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:



Cecil J. Booth  
Registered Professional Land Surveyor  
Registration No. 2061

Date: 18 May 12  
Job No. 10858





DESCRIPTION OF TRACTS 170 & 171

PAGE 2 OF 2 PAGES

THENCE North 03° 00' 11" West along the west line of said Tracts 170 and 171 and the east line of said 30 feet wide road, a distance of 611.74 feet (called 609.50 feet) to the POINT OF BEGINNING and containing 10.001 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

*Cecil J. Booth*

Cecil J. Booth

Registered Professional Land Surveyor

Registration No. 2061

Date: 18 May 12

Job No. 10858





BEING A 5.039 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 5.039 ACRE TRACT BEING TRACT 173 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACT 173 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2006024870 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 5.039 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a three-eighths inch iron rod found in concrete at a southwest corner of said B.C.I.C. S/D No. 9 and at an interior ell corner of a 346.909 acre tract of land conveyed to Michael J. Sorrell and wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the benefit of Harry Holmes Cullen and the Roy G. Cullen Trust for the benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; same being at the intersection of the west and south lines of two 30 feet wide platted, unimproved roads; thence as follows:

North 03° 00' 11" West along a west line of said B.C.I.C. S/D No. 9 and a northerly east line of said 346.909 acre tract, a distance of 30.00 feet and North 86° 59' 22" East across said 30 feet wide road, a distance of 30.00 feet to a five-eighths inch iron rod set for the southwest corner of said Tract 173 and the POINT OF BEGINNING of the herein described tract of land and on east line of said 30 feet wide road;

THENCE North 03° 00' 11" West along the west line of said Tract 173 and the east line of said 30 feet wide road, a distance of 305.87 feet (called 304.75 feet) to a five-eighths inch iron rod set for the common west corner of Tracts 172 and 173 of said B.C.I.C. S/D No. 9;

THENCE North 86° 52' 47" East along the common line of said Tracts 172 and 173, a distance of 715.51 feet (called 723.4 feet) to a five-eighths inch iron rod set for the common east corner of said Tracts 172 and 173 on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 13' 20" East along the east line of said Tract 173 and the west line of said 30 feet wide road, a distance of 307.24 feet (called 304.75 feet) to a five-eighths inch iron rod set for the southeast corner of said Tract 173 and at the intersection of the west line of said 30 feet wide road with the north line of another 30 feet wide platted, unimproved road; said corner being situated 30 feet north of and at right angles to the north line said 346.909 acre tract;

DESCRIPTION OF TRACT 173

PAGE 2 OF 2 PAGES

THENCE South  $86^{\circ} 59' 22''$  West along the south line of said Tract 173, the north line of said 30 feet wide road, and 30 feet north of and parallel to the north line of said 346.909 acre tract, a distance of 716.68 feet (called 723.4 feet) to the POINT OF BEGINNING and containing 5.039 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:



Cecil J. Booth  
Registered Professional Land Surveyor  
Registration No. 2061

Date: 18 May 12  
Job No. 10858



Tracts 133-135  
+174-180



BEING A 50.210 ACRE TRACT OF LAND IN THE FREDERICK J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS; SAID 50.210 ACRE TRACT BEING TRACTS 133 THROUGH 135 AND TRACTS 174 THROUGH 180 OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION (B.C.I.C.) SUBDIVISION (S/D) NO. 9 RECORDED IN VOLUME 2, PAGE 141 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; SAID TRACTS 133 AND 134 BEING CONVEYED TO MIKE SORRELL TRUCKING AND MATERIALS, INC. FROM THE CITY OF FREEPORT BY DEED DATED SEPTEMBER 4, 2007 AND RECORDED UNDER COUNTY CLERK'S FILE (C.C.F.) NO. 2012014068 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); SAID TRACT 135 BEING CONVEYED TO MICHAEL J. SORRELL FROM JAMES E. THOMPSON AND WIFE, DELTA H. THOMPSON BY DEED DATED NOVEMBER 6, 2007 AND RECORDED UNDER C.C.F. NO. 2008000500 OF THE O.R.B.C.T.; A ONE-HALF INTEREST IN SAID TRACT 174 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER C.C.F. NO. 2006024870 OF THE O.R.B.C.T.; AND TRACTS 175 THROUGH 180 BEING CONVEYED TO MIKE SORRELL FROM DAVID MELASS BY DEED DATED APRIL 24, 2006 AND RECORDED UNDER C.C.F. NO. 2006024870 OF THE O.R.B.C.T.; THE BEARINGS STATED IN THIS DESCRIPTION ARE GRID BEARINGS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983; DISTANCES ARE HORIZONTAL GROUND LEVEL LENGTHS AND MAY BE CONVERTED TO GRID DISTANCES USING THE COMBINED FACTOR OF 0.9998819; SAID 50.210 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a five-eighths inch iron rod found in concrete at the southeast corner of said Tract 180 and at the most northerly northeast corner of a 346.909 acre tract of land conveyed to Michael J. Sorrell and wife, Lori E. Sorrell from Katherine Cullen Burton, et al, Trustees of the Roy G. Cullen Trust for the benefit of Roy Henry Cullen, the Roy G. Cullen Trust for the benefit of Hany Holmes Cullen and the Roy G. Cullen Trust for the benefit of Cornelia Cullen Long recorded under C.C.F. No. 01-011002 of the O.R.B.C.T.; same being on the west line of a 30 feet wide platted, unimproved road;

THENCE South 86° 47' 22" West, along the south line of said Tract 180 and the north line of said 346.909 acre tract, at 545.01 feet pass a five-eighths inch iron rod set on line, at 892.16 feet pass a five-eighths inch iron rod set on the right descending bank of the cut off portion of Oyster Creek, and continuing for a total distance of 907.16 feet to a point for corner at the right descending water's edge of the cut off portion of Oyster Creek;

THENCE in a northerly direction along the right descending water's edge of the cut off portion of Oyster Creek and the west lines of said Tracts 133 through 135 and said Tracts 174 through 180 with the following thirteen (13) meanders:

1. North 14° 44' 30" East a distance of 12.11 feet;

DESCRIPTION OF TRACTS 133 - 135 AND 174 - 180

PAGE 2 OF 3 PAGES

2. North 03° 02' 56" East a distance of 234.93 feet;
3. North 01° 59' 52" East a distance of 250.25 feet;
4. North 03° 16' 02" West a distance of 270.32 feet;
5. North 02° 28' 36" West a distance of 255.61 feet;
6. North 06° 20' 35" East a distance of 199.04 feet;
7. North 17° 18' 51" East a distance of 75.18 feet;
8. North 22° 31' 49" East a distance of 333.02 feet;
9. North 27° 19' 06" East a distance of 164.54 feet;
10. North 29° 18' 41" East a distance of 319.57 feet;
11. North 25° 14' 24" East a distance of 235.12 feet;
12. North 22° 43' 36" East a distance of 248.80 feet; and
13. North 18° 39' 51" East a distance of 294.24 feet to a point for the common west corner of Tracts 132 and 133 of said B.C.I.C. S/D No. 9;

THENCE North 87° 11' 05" East along the common line of said Tracts 132 and 133, at 15.00 feet pass a five-eighths inch iron rod set on the set on the right descending bank of the cut off portion of Oyster Creek, and continuing for a total distance of 766.50 feet to a five-eighths inch iron rod set for the east corner of said Tract 133 and on the west line of a 30 feet wide platted, unimproved road;

THENCE South 03° 06' 52" East along the east line of said Tracts 133 through 135 and the west line of said 30 feet wide road, 268.62 feet a five-eighths inch iron rod set at the common east corner of said Tracts 133 and 134, at 490.82 feet pass a one-half inch iron rod found at the common east corner of said Tracts 134 and 135, and continuing for a total distance of 700.36 feet to a one-half inch iron rod found at the southeast corner of said Tract 135 and on the north line of Tract 167 of said B.C.I.C. S/D No. 9;

THENCE South 87° 18' 51" West along the common line of said Tracts 135 and 167, at 665.87 feet pass a five-eighths inch iron rod set at the northwest corner of said Tract 167, and continuing for a total distance of 695.87 feet to a five-eighths inch iron rod found at the northeast corner of said Tract 174 on the west line of a 30 feet wide platted, unimproved road;

DESCRIPTION OF TRACTS 133 - 135 AND 174 - 180

PAGE 3 OF 3 PAGES

THENCE South 03° 00' 11" East along the east lines of said Tracts 174 through 180 and the west line of said 30 feet wide road, at 414.99 feet (called 415 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 174 and 175, at 715.35 feet (called 715.4 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 175 and 176, at 985.20 feet (called 980.6 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 176 and 177, at 1,240.80 feet (called 1,236.2 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 177 and 178, at 1,491.46 feet (called 1,505.2 feet) pass a five-eighths inch iron rod set to replace the rusty remains of an iron rod found at the common east corner of said Tracts 178 and 179, at 1,760.42 feet (called 1,755.9 feet) pass a five-eighths inch iron rod found at the common east corner of said Tracts 179 and 180, and continuing for a total distance of 2,002.27 feet (called 1,997.9 feet) to the POINT OF BEGINNING and containing 50.210 acres of land. Each five-eighths inch iron rod described as set in this description has a plastic cap marked "Baker & Lawson". The description herein is based on a survey made in March, April, and May, 2012 by Baker & Lawson, Inc.

CERTIFIED CORRECT:

*Cecil J. Booth*

Cecil J. Booth  
Registered Professional Land Surveyor  
Registration No. 2061

Date: 18 MAY 12  
Job No. 10858



**Additional Legal Descriptions for Sorrell Tracts 62, 63, 66 and 67**

**Tract 62**

Approximately 5.00 acres out of the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas, being Lot 62, beginning to the east of a 30 feet wide platted, unimproved road

**Tract 63**

Approximately 5.00 acres out of the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas, being Lot 63

**Tract 66**

Approximately 5.00 acres out of the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas, being Lot 66

**Tract 67**

Approximately 5.00 acres out of the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas, being Lot 67





[illegible]

305,672 AC.

LEFENO

■ BRACES CREDIT INVESTMENT CO.  
1000-12  
■ OFFICE OF BRACES IN COUNTY, TEXAS  
1000-12  
■ OFFICIAL RECORDS OF BRACES IN COUNTY, TEXAS  
1000-12  
■ COUNTY CLERK'S FILE NUMBER  
1000-12  
■ TEXAS PUBLIC SERVICE  
1000-12  
■ IN THE COUNTY OF DALLAS & LARSON  
1000-12  
■ ADDRESS: 1100 N. 10th St.

DOI: 10.1002/for



STANDARD FORM NO. 64



EXHIBIT "A"

Being the same land conveyed by Deed deemed effective as of January 3, 1975, from The Dow Chemical Company, as grantor, to Ernest H. Cockrell, et al, as grantees, filed for record in the Office of the County Clerk of Brazoria County, Texas, in Volume 1231, page 859.

774.67812 acres of land out of Tract No. 1 of the H. Seaburn Estate, described in Deed dated July 12, 1883, recorded in Vol. V, page 305, Deed Records, Brazoria County, Texas, in the J. E. Groce 5 Leagues Grant, Abstract No. 66, Brazoria County, Texas, described in match and bounds, using survey terminology which refers to the Texas Coordinate System, South Central Zone, except the distances which are the horizontal ground level lengths, as follows:

**BEGINNING** at the position  $x = 3,173,146.829$  and  $y = 450,883.487$ , for the southeast corner, which is the point of intersection of the center line of right-of-way of Texas State Highway F.M. No. 523 with the south line of J. E. Groce 5 Leagues, Abstract No. 66, from which the underground portion of an old broken concrete monument situated in said south line, at the position  $x = 3,173,198.626$  and  $y = 450,883.783$ , bears  $N. 87^{\circ} 27' 41.55'' E.$  a distance of 51.854 feet and in turn an old concrete monument situated at the position  $x = 3,173,208.59$  and  $y = 450,875.17$ , which marks the southeast corner of said J. E. Groce 5 Leagues, bears  $N. 87^{\circ} 27' 13.04'' E.$  a distance of 2017.197 feet; said south line and southeast corner of the J. E. Groce 5 Leagues as lineated by the above monuments or markers is the ground location which has been consistently and prominently maintained for the identicals as described in the original grant of July 29, 1824, and no physical evidence contrary can be found on the premises;

**THENCE**, with said south line,  $S. 87^{\circ} 27' 41.55'' W.$ , at a distance of 60.003 feet to the position  $x = 3,173,096.892$  and  $y = 450,880.810$  which is the point of intersection with the west right-of-way line of said Highway F.M. No. 523, set a concrete monument with 1/2" lag screw, center punched, to mark said point, continue in all a distance of 749.531 feet to the position  $x = 3,172,398.125$  and  $y = 450,850.284$ , at which was found a capped 3/4" G.I.P. set in 6" of concrete, a marker in good condition with the appearance indicating its age to be approximately 15 years in the identical location, situated on the east bank of the eastern part of Stubblefield Lake, for a slight angle point in said south line;

**THENCE**, continue with said south line,  $S. 87^{\circ} 25' 43.98'' W.$ , traversing the marshy bed of Stubblefield Lake, in all a distance

THENCE, continue with said south line, S. 87° 37' 14.78" W., crossing the west bank of the eastern part of Stubblefield Lake, at 1057 feet cross the east bank of the western part of said lake, cross the lake, at 1329 feet cross the west bank of said western part of said lake, cross a private road, continue S. 87° 37' 14.78" W. crossing Houston Lighting and Power Company's power line right-of-way, crossing a pipeline corridor, cross a private road, at 3184.055 feet to the position  $x = 3,168,791.484$  and  $y = 450,697.741$  and set a concrete monument with 1/2" lag screw, center punched, for the offset marker for the south southwest corner, in all a distance of 3116.936 feet to the position  $x = 3,168,759.589$  and  $y = 450,688.280$ , which is the point of intersection of said south line with the right ascending waters edge of Oyster Creek, for the south southwest corner;

THENCE, with and along the right ascending waters edge of Oyster Creek, upstream, the following meanders:

N. 21° 40' 30.84" E. a distance of 110.076 feet;  
 N. 25° 13' 45.85" E. a distance of 100.847 feet;  
 N. 17° 32' 11.37" E. a distance of 100.041 feet;  
 N. 16° 40' 39.62" E. a distance of 100.401 feet;  
 N. 8° 58' 47.01" E. a distance of 100.727 feet;  
 N. 30° 22' 37.35" W. a distance of 69.250 feet;  
 N. 30° 27' 25.7" W. a distance of 67.133 feet;  
 N. 32° 42' 13.83" W. a distance of 81.225 feet;  
 N. 64° 50' 49.08" W. a distance of 13.603 feet;  
 N. 37° 13' 33.64" W. a distance of 100.023 feet;  
 N. 19° 56' 06.62" W. a distance of 101.110 feet;  
 N. 26° 45' 07.32" W. a distance of 100.050 feet;  
 N. 37° 55' 42.84" W. a distance of 127.758 feet;  
 N. 53° 24' 47.08" W. a distance of 76.950 feet;  
 N. 48° 52' 45.6" W. a distance of 101.602 feet;  
 N. 50° 47' 18.53" W. a distance of 100.078 feet;  
 N. 50° 38' 42.88" W. a distance of 100.287 feet;  
 N. 64° 13' 15.97" W. a distance of 100.403 feet;  
 N. 63° 35' 25.89" W. a distance of 100.319 feet;  
 N. 68° 18' 12.41" W. a distance of 43.636 feet;  
 N. 74° 14' 07.34" W. a distance of 91.440 feet;  
 N. 73° 42' 40.98" W. a distance of 100.171 feet;  
 N. 74° 50' 25.05" W. a distance of 100.085 feet;  
 N. 80° 33' 53.82" W. a distance of 100.177 feet;  
 N. 82° 44' 34.55" W. a distance of 61.359 feet;  
 N. 83° 28' 17.71" W. a distance of 96.600 feet;  
 N. 89° 16' 26.33" W. a distance of 180.240 feet;  
 N. 84° 53' 50.81" W. a distance of 100.050 feet;  
 N. 77° 53' 07.43" W. a distance of 100.644 feet;  
 N. 80° 42' 46.31" W. a distance of 100.178 feet;  
 S. 87° 53' 26.47" W. a distance of 100.811 feet;  
 N. 83° 27' 06.81" W. a distance of 199.152 feet;  
 S. 89° 57' 56.44" W. a distance of 100.385 feet;  
 N. 89° 27' 05.53" W. a distance of 209.145 feet;  
 N. 82° 43' 31.83" W. a distance of 200.780 feet;  
 N. 82° 43' 44.77" W. a distance of 200.801 feet;  
 S. 25° 26' 50.52" W. a distance of 148.753 feet;  
 S. 79° 50' 47" W. a distance of 189.43 feet;  
 S. 65° 39' 26" W. a distance of 36.90 feet

THENCE N.  $2^{\circ} 54' 18.11''$  W., at 59.000 feet to the position  $x = 3,165,576.141$  and  $y = 452,301.997$  and set a concrete monument with  $1/2''$  lag screw, center punched, for the off-set marker for the west southwest corner, cross a private road, in all a distance of 3085.000 feet to the position  $x = 3,165,521.042$  and  $y = 455,323.644$  and set a  $1/2'' \times 6''$  galvanized lag bolt in east base of 40" dia. Live Oak tree for the west northwest corner;

THENCE N.  $87^{\circ} 03' 41.89''$  E. in all a distance of 2085.000 feet to the position  $x = 3,167,613.029$  and  $y = 455,431.024$  and set a concrete monument with  $1/2''$  lag screw, center punched, for the interior northwest corner;

THENCE N.  $2^{\circ} 56' 18.11''$  W. in all a distance of 885.629 feet to the position  $x = 3,167,567.636$  and  $y = 456,315.379$  and set a concrete monument with  $1/2''$  lag screw, center punched, for the north northwest corner;

THENCE N.  $87^{\circ} 03' 41.89''$  E., crossing Houston Lighting and Power Company's power line right-of-way, crossing a pipeline corridor, at 3635.955 feet to the position  $x = 3,171,199.361$  and  $y = 456,501.741$ , which is the point of intersection with the westerly right-of-way line of Texas State Highway P.M. No. 523, set a concrete monument with  $1/2''$  lag screw, center punched, to mark said point, continue in all a distance of 3704.164 feet to the position  $x = 3,171,266.472$  and  $y = 456,509.237$ , which is the point of intersection with the center line of right-of-way of said highway, for the northeast corner, from which triangulation station Pharr 2, 1956 (U.S.C. and G.S.) bears N.  $13^{\circ} 41' 59.57''$  W. a distance of 264.232 feet;

THENCE, with and along the center line of the right-of-way, which is 120 feet in width, of Texas State Highway P.M. No. 523, S.  $31^{\circ} 20' 19.28''$  E. in all a distance of 2816.547 feet to the position  $x = 3,172,731.165$  and  $y = 454,099.900$  which is the point of a curve to the left and southeasterly in said center line;

THENCE, continue with said center line along a curve to the left and southeasterly, which curve has a central angle of  $8^{\circ} 43' 31.85''$ , a radius of 2864.934 feet and its radius point fixed at the position  $x = 3,175,177.825$  and  $y = 455,589.757$ , in all a distance of 436.298 feet, arc length, to the position  $x = 3,172,985.494$  and  $y = 453,745.983$  which is the point of tangency of said curve;

THENCE, continue with said center line; S.  $40^{\circ} 03' 51.13''$  E. in all a distance of 218.964 feet to the position  $x = 3,173,126.412$  and  $y = 453,578.426$  which is the point of a curve to the right and southerly in said center line;

THENCE, continue with said center line along a curve to the right and southerly, which curve has a central angle of  $54^{\circ} 42' 26.33''$ , a radius of 1432.685 feet and its radius point fixed at the position  $x = 3,172,030.080$  and  $y = 452,656.399$ , in all a distance of 1367.961 feet, arc length, to the position  $x = 3,173,416.059$  and  $y = 452,294.264$  which is the point of tangency of said curve;

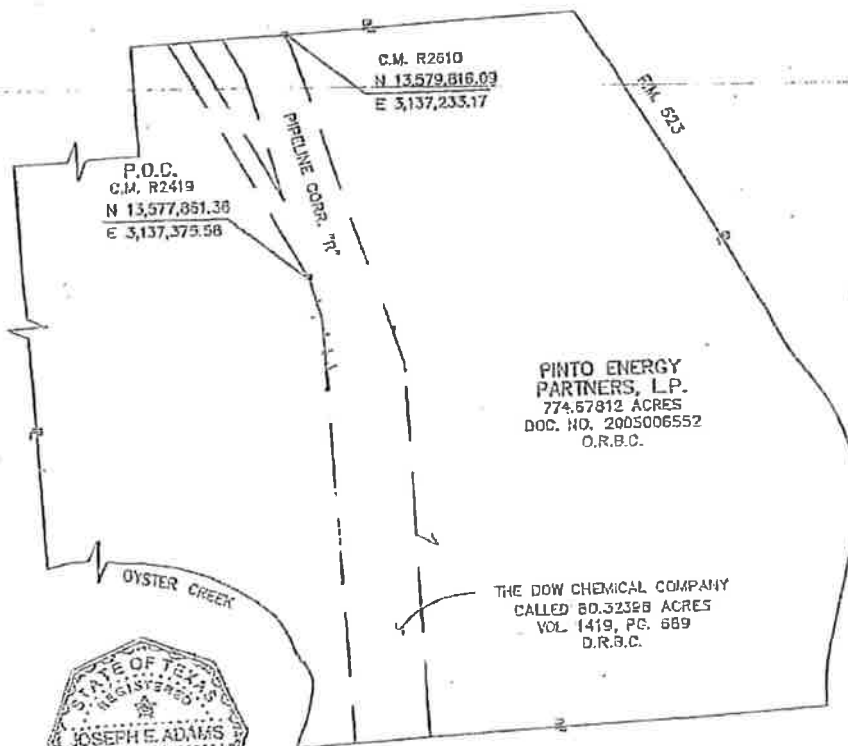
feet, arc length, to the position  $x = 3,173,141.860$  and  $y = 450,973$ , which is the point of tangency of said curve;

THENCE, continue with said center line,  $S. 30^{\circ} 03' 07.14'' E.$  in all a distance of 90.380 feet to the position  $x = 3,173,146.829$  and  $y = 450,803.487$ , which is the point of beginning, lineating and enclosing 774.67812 acres of land of which 8.67811 acres is situated in the western one-half of the right-of-way of Texas State Highway F.M. No. 523.

1/13/10

# **BRAZORIA COUNTY, TEXAS** **JARED E. GROCE 5 LEAGUES GRANT, A-66**

THE DOW CHEMICAL COMPANY  
 5,782.72 ACRES  
 VOL. 1231, PG. 874  
 D.R.B.C.



1/13/10

*Joseph E. Adams*

JOSEPH E. ADAMS  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5162

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE  
 SYSTEM, NAD 83, SOUTH CENTRAL ZONE, DERIVED FROM  
 GPS OBSERVATIONS

REFERENCE DRAWING: 13096-9007  
 EXHIBIT B-2: LICENSES UNDER SECTION 2.5 OF THE LEASE AGREEMENT

PROJECT NO. 13096				Freaport LNG Development			
REV.	DATE	BY	DESCRIPTION	AT	CHK		
0	1/13/10	MDA	ISSUED TO CLIENT				
PROJECT NO. 13096				DOW PIPELINE CORRIDOR TO FLNG STORAGE FACILITY BRAZORIA COUNTY, TEXAS			
DRAWN BY: J.E.A.				DATE: 12/07/09		DWG. NO.	
CHECKED BY: WH				DATE: 12/10/09		REV.	
SCALE: 1"=1000'				APP: J.E.A.		13096-9411 0	
MUSTANG ENGINEERING, L.P. HOUSTON, TEXAS							



EXHIBIT A

**INOVENE U.S.A., L.L.C.**  
**9.21 Acres of Land**

Being 9.21 acres of land a cut of the Jared E. Groce 5 League, Abstract No. 66, Brazoria County, Texas, and being a portion of that certain 474.77 acre-tract described by Warranty Deed to AMOCO Pipeline Company now known as BP Pipelines ( North America ), Inc. in Volume 1124 on Page 425 of the Official Records of Brazoria County, Texas dated June 6, 1972. Said 474.77 acre-tract was transferred to O & D U.S.A., L.L.C., a Delaware Limited Liability Company by Quit Claim Deed With Out Warranty recorded under Document Number 2005057911 in the Official Records of Brazoria County, Texas on April 1, 2005. The name of O & D U.S.A., L.L.C. was then changed by Document Number 2005055955 to Inovene U.S.A., L.L.C. and recorded in the Official Records of Brazoria County, Texas on May 24, 2005. The above-mentioned 9.21 acre-tract is more particularly described by metes and bounds as follows:

**COMMENCING** at a 2 inch iron pipe found for the southeast corner of the above mentioned 474.77 acre-tract of land,

**THENCE** N 59°02'18" W for a distance of 1,012.55 feet to a 5/8 inch iron rod with cap stamped "RPLS 5006" set on the northwest line of the Missouri-Pacific Railroad right-of-way for the east corner of the herein described 9.21 acre-tract and the **POINT OF BEGINNING**,

**THENCE** S 45°34'15" W along said northwest line of the Missouri-Pacific Railroad for a distance of 1,032.09 feet to a 5/8 inch iron rod stamped "RPLS 5006" set at the intersection of said northwest line and a fence on the northeast line of State F.M. Highway 523 as described in Volume 652 on Page 291 of the Official Records of Brazoria County, Texas for the South corner of the herein described 9.21 acre-tract.


**THENCE** N 40°42'57" W along a fence for the northeast line of State F.M. Highway 523 for a distance of 389.75 feet to a 5/8 inch iron rod with cap stamped "RPLS 5006" set at the base and on the west side of a damaged fence corner post for the intersection of said northeast line and the southeast line of County Road 227, as maintained for public use, for the west corner of the herein described 9.21 acre-tract.

**THENCE** N 45°03'06" E along a fence for the southeast line of County Road 227 for a distance of 1,006.91 feet to a 5/8 inch iron rod with cap stamped "RPLS 5006" set on said southeast line for the North corner of the herein described 9.21 acre-tract.

**THENCE** S 44°25'36" E along the northeast line of the herein described 9.21 acre-tract for a distance of 398.05 feet to the **POINT OF BEGINNING** and containing 9.21 acres of land, more or less.

Bearings described herein are based on the Texas State Plane Coordinate System, NAD 83, South Central Zone, derived from GPS observations.

This description is based on the Land Title Survey, and plat made by J. Rick Kimmins, Registered Professional Surveyor No. 5006 on November 06, 2005.

  
J. Rick Kimmins

RPLS No. 5006

Date: December 14, 2005





Exhibit B

**BRAZORIA COUNTY APPRAISAL DISTRICT  
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES  
AS OF JANUARY 1, 2020**

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: January 20, 2021

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2020, for property of "FREEPORT LNG DEVELOPMENT, LP" described in Exhibit "B-1" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY ACCOUNT(S).

APPRAISED VALUE(S)

SEE ATTACHED

SEE ATTACHED

LAND ACCOUNT(S)

SEE ATTACHED

SEE ATTACHED

IMPROVEMENT ACCOUNT(S)

SEE ATTACHED

SEE ATTACHED

Certified this 20<sup>th</sup> day of January, 2021.

**BRAZORIA COUNTY APPRAISAL DISTRICT**



Al Baird, Interim Chief Appraiser

**Personal Property Accounts**

8900-0800-000

**Appraised Values**

\$ 5,648,430

**Land Accounts**

Property ID	Acreage		
151537	242.0300	\$	164,010
154421	766.0000	\$	560,000
169669	130.0760	\$	64,860
191268	394.0840	\$	47,980
191273	71.1260	\$	37,060
191355	11.0200	\$	3,310
191386	2.5000	\$	750
191387	2.5000	\$	750
218366	50.7270	\$	32,580
240525	135.1700	\$	5,000
240559	1.4155	\$	2,500
240562	1.2740	\$	2,500
240567	1.5571	\$	2,500
240568	1.2740	\$	2,500
240569	0.8493	\$	2,500
240570	0.0708	\$	3,860
240572	0.4247	\$	2,500
240573	0.1416	\$	3,850
240574	0.8493	\$	2,500
240575	0.2831	\$	7,710
240577	0.2831	\$	7,710
240641	1.4155	\$	2,500
240642	0.1416	\$	3,850
240643	0.1416	\$	3,850
240645	1.5571	\$	2,500
240646	0.0472	\$	770
240649	1.4155	\$	2,500
240651	1.3978	\$	2,500
240652	0.1592	\$	2,500
240734	1.5571	\$	2,500
240735	0.1416	\$	2,500
240736	1.5571	\$	2,500
240737	0.1416	\$	2,500
240739	1.5571	\$	2,500
240964	1.5571	\$	2,500
240965	0.1416	\$	3,850
240968	0.4247	\$	2,500
240969	0.2831	\$	7,710
240970	0.2831	\$	7,710
240997	0.0118	\$	20
240998	0.8486	\$	2,500
240999	0.0708	\$	2,500

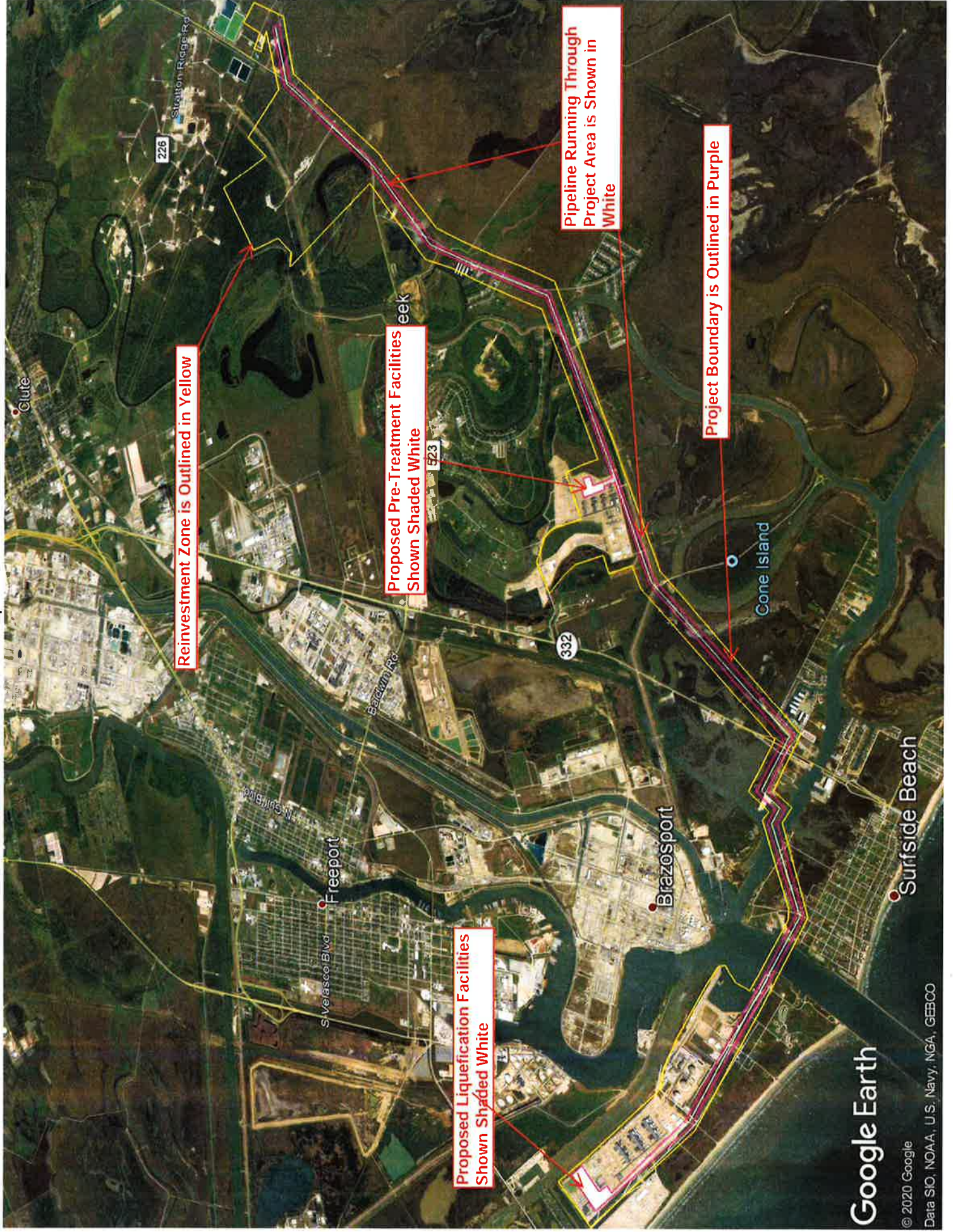
241000	0.0708	\$	2,500
241001	0.2713	\$	7,390
241004	1.4332	\$	2,500
241006	0.0944	\$	2,570
241008	1.5571	\$	2,500
241010	0.1416	\$	190
241012	0.2831	\$	7,710
554896	3.6822	\$	2,500
557126	1.1324	\$	2,500
		\$	1,050,050

**Improvement Account(s)**

8700-6001-000	\$	1,048,720
8700-6001-100	\$	209,740
8700-6001-200	\$	1,887,700
8700-6001-400	\$	5,872,850
8700-6001-500	\$	1,468,210
8800-0450-000	\$	146,971,560
POLL-FLNG-001	\$	38,456,440
8800-0450-100	\$	14,652,830
ABAT-FLNG-003	\$	966,896,540
ABAT-FLNG-103	\$	499,253,790
ABAT-FLNG-203	\$	491,592,340
ABAT-FLNG-303	\$	563,063,910
POLL-FLNG-003	\$	305,211,970
ABAT-FLNG-004	\$	966,674,290
ABAT-FLNG-104	\$	499,690,100
ABAT-FLNG-204	\$	669,662,820
ABAT-FLNG-304	\$	299,752,450
POLL-FLNG-004	\$	336,785,490
ABAT-FLNG-005	\$	521,972,290
ABAT-FLNG-105	\$	219,029,390
ABAT-FLNG-205	\$	135,080,660
ABAT-FLNG-305	\$	23,444,280
POLL-FLNG-005	\$	91,566,510
POLL-FLNG-006	\$	13,950,480
8800-0450-200	\$	40,734,740
	\$	6,854,930,100



Exhibit D - Map





## Exhibit "E"

### Project Description including Time Schedule for Undertaking and Completing Project

Freeport LNG is a proud member of the greater Brazosport industrial community and has safely operated a liquefied natural gas ("LNG") import and regasification terminal on Quintana Island since 2008. In late 2014, Freeport LNG was authorized by the Federal Energy Regulatory Commission ("FERC") to construct additional facilities to be able to liquefy domestic natural gas and export LNG. Freeport LNG commenced construction on its three-train liquefaction project in December 2014 and the natural gas liquefaction and LNG export facility commenced commercial operations on the first train in the December of 2019, and achieved full, three-train production in the May 2020.

Due to continuing demand for LNG around the world and the massive abundance of natural gas in the United States, Freeport LNG is now evaluating additional liquefaction production capacity (this application). Freeport LNG is proposing to add a fourth natural gas liquefaction train to the three trains already in commercial operation. This expansion would allow for the production and export of an additional five million tons of LNG per year, increasing the total export capability of all four trains to over 20 million tons of LNG per year.

Similar to Trains 1, 2 and 3, Train 4 will utilize all-electric motors, resulting in negligible incremental emissions. The fourth liquefaction train is proposed to be constructed adjacent to the first three trains on Quintana Island with corresponding expansion planned at the pretreatment facilities site near Oyster Creek, Texas. Subject to regulatory approvals, securing financing and achieving commercialization, construction of Train 4 could begin as early as the first quarter of 2022, with the new facilities becoming operational in 2026 at the earliest.

The feed gas for the proposed Train 4 project will be delivered to Freeport LNG's Stratton Ridge Metering station that is connected to the network of intrastate and interstate pipelines. The gas will then flow through via a new 42" pipeline to be constructed as part of the train 4 project, and delivered to the Pretreatment facility near Oyster Creek, TX to remove impurities, and then ultimately to Quintana Island. At the Quintana Island terminal, it will be liquefied and then stored in the existing three full-containment LNG storage tanks. LNG will be exported from the terminal by LNG carriers arriving via marine transit through the Freeport Harbor Channel.

The added liquefaction capability will not preclude the terminal from operating in vaporization and send-out mode as business conditions dictate. Also, having dual liquefaction and regasification capabilities will not result in any increase in the number of ship transits since the total amount of LNG handled, either by liquefying natural gas or by vaporizing LNG, will not exceed thresholds authorized under the FERC order approving the Phase II regas project.

A Chapter 312 Tax Abatement Agreement is essential to the commercialization of the project and is requested on all of the proposed new improvements and fixed equipment associated with this project as described below.



The proposed project primarily consists of property classified by Brazoria CAD as real estate improvements including, but not limiting to, three large refrigerant compressors, one main cryogenic heat exchanger, eight refrigerant vaporizers, two liquid turbines, 250+ fin fan air coolers, multiple heat exchangers and tower reboilers, multiple vessels, compressors, various pumps, associated buildings and a 42" natural gas pipeline from the Stratton Ridge meter station to Quintana Island. Also included, but not limited to, are all of the associated concrete foundations, pipe supports, piping, instrumentation, power feeds, control loops, safety systems, fire water protection, insulation, and utilities necessary to connect the new facilities to the existing terminal and to safely operate the new equipment.

## **EXHIBIT "F"**

### **Planned Water and Sewer Treatment Methods and Disposal of Effluent**

- The proposed project will not result in any meaningful increase in the terminals use of treated water from the City of Quintana. Municipal water supply from the city of Oyster Creek as well as well water withdraw is being evaluated for occupied buildings. However, the proposed project will not require any meaningful quantity of water.
- The proposed project will not result in any effluent water to be treated by the City of Quintana. The proposed project will install appropriate aerobic septic systems onsite for the treatment of sewage. The Systems will be maintained in accordance with the Brazoria County Health Department requirements for such. If there is an upset in the aerobic systems, Freeport LNG will utilize a Texas Commission on Environmental Quality (TCEQ) licensed contractor to pump and haul sewage to the City of Oyster Creek wastewater treatment plant when necessary. There will be no meaningful increase in the quantity of effluent to be treated by the city of Oyster Creek.

## **EXHIBIT “G”**

### **Letter/Statement regarding Variance Requests**

Freeport LNG is requesting a variance from Section 2 (g) of the adopted Guidelines and Criteria adopted by Port Freeport. Section 2 (g) allows for deferral of the abatement commencement date to a future date certain with the stipulation that in no event shall the abatement begin later than January 1 following the commencement of construction. Freeport LNG requests a variance from Section 2(g) and is requesting that Port Freeport defer the commencement date of the abatement period to become effective January 1, 2025. That is, 2025 tax year is requested to be the first year the tax abatement is in effect on the proposed improvements. The deferral in the commencement date is necessary for Freeport LNG to realize the true benefit of the tax abatement and thus offer competitive pricing to potential customers and increase our likelihood of successfully financing the project. The reasons for our proposed deferral in the commencement date are as follows:

- The proposed project’s 48-month construction period is significantly greater than typical industrial projects (most of which are completed within 24 to 36 months). This prolonged construction time increases the likelihood and extensiveness of delays to the commencement of commercial operations, particularly with our project’s construction time period being exposed to several more hurricane seasons than most other industrial projects. The requested deferral would increase the probability of commencing commercial operations in the fourth tax year of the agreement.
- In addition to the longer construction period, the timeline for the receipt of necessary permits to commence construction and the potential for significant delays in the permitting processes support Freeport LNG’s request to defer the tax abatement period to start January 1, 2025. At this time, the proposed project has not yet received FERC, DOE, EPA or TCEQ approval, and the timing of receipt of these permits is primarily outside of Freeport LNG’s control. Without the foregoing approvals, Freeport LNG cannot commence construction. As such, any significant delays in the permitting process with any of these governmental entities would mean that the tax abatement would have zero to minimal value in the first few years (as the new tangible capital investment would be nominal in the first year or so of construction.)

## **EXHIBIT "H"**

### **Statement on Planned Use of Brazoria County Vendors**

Since beginning commercial operations for the LNG import terminal in June 2008, Freeport LNG has established agreements with local vendors and extensively utilizes those agreements to supply materials and services to our ongoing operations and capital projects. Freeport LNG recognizes the potential benefits which the construction and operation of this expansion facility will bring to the local economy. As such, Freeport LNG will endeavor to utilize local vendors and services to the extent such vendors and services are available, qualified, and competitive, in Freeport LNG's judgment, to meet the needs and requirements during construction and once operational.

## **EXHIBIT " I "**

### **Detailed Itemized List of Tangible Personal Property Requesting to be Abated**

No personal property associated with this project is being requested to be abated

## **EXHIBIT "J"**

### **Application for Abatement with Other Taxing Jurisdictions**

Freeport LNG Development, L.P. and its subsidiary, Freeport LNG Expansion, L.P., have filed for and anticipate entering into an Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes with Brazosport Independent School District. The application was accepted by B.I.S.D on December 14, 2020. FLNG anticipates formal approval of the agreement by BISD in the May 2021.

Below is the contact information for the Brazosport ISD Superintendent.

#### **Contact Information for Brazosport ISD:**

Daniel A. Schaefer  
Brazosport ISD Superintendent  
301 West Brazoswood Dr.  
Clute, TX 77531  
Tel: (979) 730-7061  
dschaefer@brazosportisd.net

The proposed property subject to this application is not located within the boundaries of the City of Freeport, City of Oyster Creek, or the City of Quintana. Therefore, subject to the approval of the abatement by Brazoria County, FLNG intends to file abatement applications with the following taxing jurisdictions:

- Brazosport College
- Velasco Drainage District
- Port Freeport

# EXHIBIT

## B

**GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT  
IN A REINVESTMENT ZONE CREATED IN  
PORT FREEPORT  
IN BRAZORIA COUNTY, TEXAS**

*(Effective August 1, 2020 to July 31, 2022)*

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**WHEREAS**, the creation, retention and diversification of job opportunities that bring new wealth are among the highest civic priority; and

**WHEREAS**, the purpose of tax abatement is to provide an incentive offered by the taxpayers, i.e. citizens within Port Freeport's district, to attract investments, that lead to better quality of life and better services. The wealth created by these enterprises leads to more service and retail businesses, which in addition to improving quality of life, increases the tax base. In summary, by giving incentive in terms of tax abatement, the citizens agree to give up short term tax benefits, for long-term benefits; and

**WHEREAS**, new jobs, investment and industrial diversification will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services; and

**WHEREAS**, the communities within Port Freeport ("the Port") must compete with other localities across the nation currently offering tax inducements to attract new plant and modernization projects; and

**WHEREAS**, any tax incentives offered in the Port's district would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and

**WHEREAS**, the abatement of property taxes, when offered to attract capital investment and primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area of economy, and

**WHEREAS**, Texas law requires any eligible taxing jurisdiction to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, and said Guidelines and Criteria to be unchanged for a two-year period unless amended by a three-quarters vote;

**WHEREAS**, Texas law requires a public hearing regarding the proposed adoption, amendment, repeal, or reauthorization of tax abatement and criteria;

**WHEREAS**, a public hearing was held and the Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone in the Port Freeport district was approved by Resolution and dated July 23, 2020.

Now, therefore, be it resolved that Port Freeport does hereby adopt these Guidelines and Criteria for granting tax abatement in reinvestment zones in the Port's district.



## **DEFINITIONS - Section 1**

- (a) "Abatement" means the full or partial exemption from ad valorem taxes on certain real property in a reinvestment zone designated by the Port for economic development purposes.
- (b) "Abatement Period" means the period during which all or a portion of the value of real property or tangible personal property that is the subject of a tax abatement agreement is exempt from taxation.
- (c) "Abated Facility Site" (or "proposed abated facility site") means the tract(s) or area of land underlying the proposed improvements to be abated.
- (d) "Agreement" means a contractual agreement between a property owner and/or lessee and the Port for the purpose of tax abatement.
- (e) "Base Year Value" means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.
- (f) "Brazoria County Vendor and Services" means a company that employs Brazoria County residents and pays Brazoria County taxes.
- (g) "Deferred Maintenance" means the improvements necessary for continued operations, which do not improve productivity or alter the process technology.
- (h) "Distribution Center Facility" means buildings 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 operator where seventy percent (70%) of the goods or services are distributed outside the Port's district.
- (i) "Economic Development" means participation in or support of an organized program or entity which for the purpose of its mission, engages in activities designed to encourage employment opportunities development/commercial and manufacturing business/industry to locate and/or expand in the Port's district, thus expanding and diversifying the tax base as well as increasing the economic strength and stability of Brazoria County.
- (j) "Eligible Jurisdiction" means the Port and any municipality or other local taxing jurisdictions eligible to abate taxes according to Texas law, the majority of which is located in the Port's district that levies ad valorem taxes upon and provides services to reinvestment zones designated by the Port.
- (k) "Employee" for the purposes of the economic qualifications of Section 2(h) (2) of these Guidelines and Criteria shall include all persons directly employed by the owner of the planned improvement at the abated facility site/reinvestment zone together with any independent contractor or employee of independent contractors employed on a full-time (40 hours per week equivalent) basis at the facility site/reinvestment zone continuously for the duration of the abatement agreement.
- (l) "Existing facility" is the facility described in Section 2 (a) that will be expanded or modernized and which contains 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 purposes of the Section 2 (h) (2) 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, whichever is greater). For example, if an existing facility has 100 employees, 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.

- (m) “Expansion” means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.
- (n) “Facility” means property improvements completed or in the process of construction which together comprise an integral whole.
- (o) “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.
- (p) “Modernization” means the replacement and upgrading 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.
- (q) “New Facility” means a property previously undeveloped, which is placed into service, by means other than or in conjunction with expansion or modernization.
- (r) “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 Port’s district.
- (s) “Productive Life” means the number of years a property improvement is expected to be in service. After a cessation of production, the productive life of property improvements may be deemed to end, at the Port’s election, on the date of cessation of production either upon (1) a determination by the Port that it is unlikely the improvement(s) will be reactivated as an integral part of a producing facility, and/or (2) the expiration of eighteen (18) continuous or non-consecutive months of non-production in any twenty-four (24) month period following the date the property improvement(s) cease to be in active service as part of a facility operating in a producing capacity. Upon cessation of production and for calculation of the recapture amount of taxes, the “productive life” will be determined to begin on the effective date of the tax abatement as set forth in the Agreement.
- (t) “Qualified Vendors and Services” means those vendors and services that meet the company’s individual state requirements, which can include but are not limited to: safety, financial condition, environmental record, quality or ability to perform.
- (u) “Regional Entertainment Facility” means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the public where seventy percent (70%) of users reside outside the Port’s district.

- (v) “Research Facility” means buildings and structures, including 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 processes thereto.
- (w) “Regional Service Facility” means buildings and structures, including machinery and equipment, used or to be used to service goods where seventy percent (70%) of the goods being serviced originate outside the Port’s district.
- (x) “Tangible Personal Property” means tangible personal property classified as such under state law, but excludes inventory and/or supplies, ineligible property as defined herein, and tangible personal property that was located in the investment zone at any time before the period covered by the agreement with the Port.

## **ABATEMENT AUTHORIZED - Section 2**

- (a) Authorized Facility. A facility may be eligible for abatement if it is a: Manufacturing Facility, Research Facility, Distribution Center or Regional Service Facility, Regional Entertainment Facility, Other Basic Industry, or a facility that the Port determines would enhance job creation and the economic future of Brazoria County.
- (b) Creation of New Value. Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the Port and the real property owner, Tangible Personal Property owner, leasehold interest, and/or lessee, subject to such limitations as the Port 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.
- (d) Eligible Property. Abatement may be extended to the value of buildings, structures, tangible personal property as defined in the Tax Code including fixed machinery and equipment, site improvements and related fixed improvements necessary to the operation and administration of the facility.

Tangible Personal Property: Abatement may be granted to the owner of tangible personal property located on real property in a reinvestment zone to exempt from taxation (1) all or a portion of the value of the real property, (2) all or a portion of the value of the tangible personal property located on the real property, or (3) all or a portion of the value of both.

An abatement may be granted to the owner of tangible personal property or an improvement located on tax-exempt real property that is located in a designated reinvestment zone to exempt all or a portion of the value of the tangible personal property or improvement located on the real property.

- (e) Ineligible Property. The following type of property shall be fully taxable and ineligible for abatement: land, existing improvements, tangible personal property that the Brazoria County Appraisal District classifies as inventory or supplies, tools, furnishings, and other forms of movable personal property, vehicles, watercraft, aircraft, housing, convalescent homes, assisted living homes/centers, hotel accommodations, retail facilities, deferred

maintenance investments, property to be rented or leased except as provided in Section 2 (f), tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, property already subject to real or personal property tax(es) moved from one location in Brazoria County to the reinvestment zone, real property with a productive life of less than 10 years, property owned or used by the State of Texas or its political subdivisions or by any organizations owned, operated or directed by a political subdivision of the State of Texas, or any other property for which abatement is not allowed by state law.

- (f) **Leased Facilities. Leasehold Interest:** 1) Abatement may be granted with the owner of a leasehold interest in tax-exempt real property located in a reinvestment zone designated to exempt all or a portion of the value of the leasehold interest in the real property ; or 2) Abatement may be granted with the owner of improvements even if said owner does not own fee simple title to the real property upon which the improvements are built.

**Lessee Interest:** Abatement may be granted with a lessee of taxable real property located in a reinvestment zone to exempt from taxation (1) all or a portion of the value of the fixtures, improvements, or other real property owned by the lessee and located on the property that is subject to the lease, (2) all or a portion of the value of tangible personal property owned by the lessee and located on the real property that is the subject of the lease, or (3) all or a portion of the value of both the fixtures, improvements, or other real property and the tangible personal property defined herein.

Leasehold Interest/Lessee shall be required to submit with its application a copy of the executed lease agreement between lessor/lessee demonstrating a minimum lease term double the abatement term granted.

- (g) **Value and Term of Abatement.** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement. One hundred percent of the value (or such percentage of value that shall be set by the Port's order) of new eligible properties shall be abated for up to seven (7) years; or up to ten (10) years if the facility is anticipated to increase the property by more than \$1 billion; or one-half (1/2) 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 ceased to be in service. The abatement may be extended through an initial agreement and a subsequent agreement may be required to comply with state law regarding the term of the reinvestment zone.

If it is determined that the abatement period would better benefit the Port and the Applicant by deferring the commencement date beyond the January 1<sup>st</sup> following the date of execution of granting the abatement and approving the abatement application, the Port may defer the commencement date of the abatement period to a future date certain. The deferral of the commencement date will not allow the duration of the abatement period to extend beyond the authorized number of years. However, in no event shall the abatement begin later than January 1 following the commencement of construction.

If a 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).

New eligible properties must be in active service and operation as part of a facility operating in a producing capacity for a period equal to double the abatement period (*i.e.*

ten-year abatement, then in producing capacity for 20 years) in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions.

- (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 be reasonably expected to increase and must actually increase the value of the property in the amount of \$1 million or more;
  - (2) Must create employment for at least 10 people on a full-time (40 hours per week equivalent) basis in the Port district 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 number of employees, at the time of application, employed at or in connection with the existing facility containing the abated facility site described in the tax abatement application, whichever is greater, for the duration of the Abatement Period. The following is applicable to the employment retention/preventing loss of employment requirement:
    - a. “Existing facility” is the facility described in Section 2(a) that will be expanded or modernized and which contains 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 consider the existing facility for purposes of the Section 2(h)(2) 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, whichever 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 unit transferred or assigned to and employed at or in connection with a new sub-unit containing the planned improvements, constructed on undeveloped land constituting the proposed abated facility site/reinvestment zone shall be considered “created” employment for purposes of this sub-section.

The proposed number of employees to be employed at the abated 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 sub-section, 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-section 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 the Port Commission in accordance with the variance section of these Guidelines and Criteria.

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

Additionally, the owner of the project:

- (5) Must provide for and pay, at the time of filing an application for tax abatement, a non-refundable application fee of \$1,000.
  - (6) Must file a plan statement with application demonstrating willingness and planned efforts to use qualified Brazoria County vendors and service providers where applicable in the construction and operations of the facility. Brazoria County vendors and service providers must be competitive with non-county vendors and service providers regarding price, quality, safety, availability and ability to perform. It is preferred that applicant seek qualified workers who are United States citizens and veterans and also legal residents prior to seeking workers from other countries.
  - (7) Must not file with the Brazoria County Appraisal District a valuation or taxpayer protest or notice of protest pursuant to the Texas Property Tax Code during the abatement period legally protesting the valuation of the abated improvements of a manufacturing facility pursuant to an appraisal method that produces a valuation of improvements based on each improvement's value as a separate item of personal property rather than the improvements value as integral fixtures of a producing manufacturing facility. An owner's legal protest to the improvements' value pursuant to the Texas Property Tax Code must be based on and use accepted appraisal methods and techniques allowed by law (Texas Property Tax Code) and uniform standards of professional appraisal. The filing of a valuation protest or notice of protest contrary to this standard shall cause the tax abatement agreement to be subject to termination and recapture of all previously abated taxes.
  - (8) Must not be defendant in any litigation by the Port seeking recovery or recapture of previously abated taxes.
- (i) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:
- (1) The value of ineligible property as provided in Section 2(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 Section 2(g).

### **APPLICATION - Section 3**

- (a) The Application for tax abatement may be obtained from the Port Administration Office or on the Port Freeport website at [www.portfreeport.com](http://www.portfreeport.com). Applicant may contact the Chief Financial Officer at (979) 233-2667, ext. 4366.
- (b) Any present or potential owner of taxable property in the Port's district may request the creation of a reinvestment zone and tax abatement by filing a tax abatement application with the Port. The application shall be filed with the Chief Financial Officer, or in the absence of a Chief Financial Officer the Chief Executive Officer, by providing an electronic version and two (2) copies. After filing the application, the owner/applicant shall provide an economic impact analysis report, in a format comparable to the Texas Governor's economic impact analysis report to the Chief Financial Officer prior to the Port Commission meeting on the applicant's tax abatement application.
- (c) The application shall consist of a completed application form accompanied by:
  - a general description of the proposed use and the general nature and extent of the modernization;
  - expansion or new improvements which will be a part of the facility;
  - a map and property description;
  - CAD data or a shapefile with the boundaries of the reinvestment zone;
  - a time schedule for undertaking and completing the planned improvements

In the case of modernizing, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form shall require such financial and other information as the Port deems appropriate for evaluating the financial capacity and other factors of the applicant. Applicant should not submit confidential information as part of the application. If doing so cannot be avoided, a general description in non-confidential terms should be included on the application, along with a sealed document containing the confidential information as an attachment and clearly marked "CONFIDENTIAL".

- (d) The application must include a copy of the Court Order from Brazoria County Commissioners' Court granting the Abatement. Before acting upon the application, the Port Commission shall hold a public hearing at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement. The public hearing shall also afford the applicant and the designated representative of any eligible jurisdiction opportunity to show cause why the abatement should or should not be granted. Notice of the public hearing shall be clearly identified on a Port Freeport notice to be posted at least 30 days prior to the hearing.
- (e) Provided that any final decision or interpretation as to the intent and meaning or policy of any provision or its written language; any final decision as to whether or not an

application complies or does not comply with the guidelines and criteria; and any final decision as to whether to grant or deny tax abatement shall be made by the Port at its sole discretion.

- (f) The Port may not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed with Brazoria County after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility.
- (g) Variance. Requests for variance from the provisions of Subsections (a) (b) (e) (g), (h) (1), (h) (2) and/or (h) (3) of Section 2 may be made in written form to the Chief Financial Officer, or in the absence of a Chief Financial Officer the Chief Executive Officer. Such requests shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request requires a three-fourths (3/4) vote of the members of the governing body.

#### **PUBLIC HEARING - Section 4**

If Brazoria County holds a public hearing and determines a reinvestment zone or an abatement should not be authorized due to (1) a substantial adverse effect on the provision of government service or tax base, (2) the applicant has insufficient financial capacity, (3) planned or potential use of the property would constitute hazard to public safety, health or morals, (4) violation of other codes or laws and (5) any other permissible reason, then the Port will follow the County's determination from the hearing to not approve the zone or abatement. However, approval by Brazoria County does not obligate the Port to likewise approve the reinvestment zone or abatement; rather, the Port's Commission retains full discretion and authority to grant any reinvestment zone or abatement on behalf of the Port.

#### **AGREEMENT - Section 5**

- (a) After approval, the Port Commissioners shall formally pass a resolution and execute an agreement with the Applicant as required which shall include:
  - (1) Estimated value to be abated and the base year value;
  - (2) Percent of value to be abated each year as provided in Section 2 (g);
  - (3) The commencement date and the termination date of abatement;
  - (4) The proposed use of the facility: nature of construction, time schedule, map, property description and improvement list as provided in Application, Section II and III;
  - (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2(a), 2(f), 2(g), 2(h), 6, 7, and 8
  - (6) Size of investment and average number of jobs involved for the period of abatement; and



- (7) Provision that Applicant shall annually furnish information necessary for the Port's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria (in the form of an annual report/statement of compliance), together with an additional provision that the Port may, at its election, request and obtain information from Applicant as is necessary for the Port's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria. See Attachment A.
- (8) Provision that, upon expiration of the tax abatement agreement, Applicant shall begin annually reporting the status of the abated improvements regarding active service and operation as part of a facility operating in a producing capacity. Reporting will be for the same amount of years as the tax abatement period (*i.e.* ten-year abatement, then follow-up reporting for ten more years). See Attachment B.
- (b) Such agreement shall be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the Port and a public hearing has been held by the Port Commission.

#### **RECAPTURE - Section 6**

- (a) In the event the facility contemplated herein is completed and begins producing product or service, but the company fails to maintain the level of employment (including the projected creation or retention of employment) stated in the abatement application for the property that is the subject of the abatement agreement, the Port may elect to:
  - (1) Declare a default and terminate the abatement agreement without recapturing prior years' abated taxes; (2) Declare a default, terminate the agreement and order a recapture of all or part of previous years' abated taxes; or (3) Set specific terms and conditions for the continuation of the abatement exemption for the duration of the term of the agreement under its present terms or alter the amount of the abatement for the remaining term of the agreement.
- (b) Should the Port determine that the company or individual is in default according to the terms and conditions of its agreement, the Port shall notify the company or individual in writing at the address stated in the agreement and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement may be terminated.
- (c) In the event that the company or individual (1) allows its ad valorem taxes owed the Port to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the "Cure Period", the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- (d) Failure to provide any requested statement or information pursuant to the provisions described in Section 5(a)(7) without just cause within sixty (60) days of the request for the information or the presentation of any false or misleading statement may, at the Port's option, be construed as a default by the company or individual and cause for immediate termination of the tax abatement agreement and recapture of all previously abated taxes, if after written notice of default, the company or individual has not cured such default

prior to the expiration of thirty (30) days from such written notice. The cure period provisions of sub-sections (b) and (c) above are not applicable to a default and termination under this paragraph.

#### **ADMINISTRATION - Section 7**

- (a) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the eligible jurisdictions, which levies taxes on the amount of the assessment.
- (b) The agreement shall stipulate Port Representatives will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with their safety standards.
- (c) Tax Abatement Review: The Port Commission may appoint a standing Tax Abatement Review Committee (TARC) for purposes of (i) reviewing the tax abatement application and preparing a feasibility study setting out the impact of the proposed reinvestment zone and tax abatement ; (ii) conducting annual inspections and/or evaluations of the abated facilities to insure compliance with the terms/conditions of the tax abatement agreement. The Tax Abatement Review Committee shall be comprised of such members as the Commission may from time to time designate.
- (d) Upon completion of construction, the owner of an abated facility must submit a written report/statement of compliance annually to the Chief Financial Officer, or in the absence of a Chief Financial Officer the Chief Executive Officer, during the life of the abatement to the Port clearly detailing the status of the facility and how it is complying with the abatement guidelines. A form of annual report that may be used by the owner is attached as Attachment A to these Guidelines & Criteria, and the owner's annual report shall, at a minimum, contain the information shown in the Attachment A form.
- (e) Upon expiration of the Tax abatement term, the owner of the abated improvements must submit a written report/statement of compliance annually, beginning January 1 after the expiration of the tax abatement term, documenting that the abated improvements remain in active service and operation as part of a facility operating in a producing capacity for an additional period equal to the abatement period granted and completed in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions. The Report shall be delivered to the Chief Financial Officer. The Port or Committee, if formed shall annually evaluate each abated facility and report possible violations to the contract and agreement to the Port Commission. A form of annual report that may be used by the owner is attached as Attachment B to these Guidelines & Criteria, and the owner's annual report shall, at a minimum, contain the information shown in the Attachment B form.

## **ASSIGNMENT - Section 8**

Abatement 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 Port 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 a new contractual agreement with the Port. Assignee shall submit a tax abatement application, including financial information to the Port prior to consideration of assignment. Full assignment of the abatement requires approval through a public hearing of the Port Commission. No assignment or transfer shall be approved if the new parties to the existing agreement, the new owner or new lessee are liable to the Port of any eligible jurisdiction for delinquent taxes or other obligations. Approval shall not be unreasonably withheld.

Abatement may be modified or amended. A modification or amendment, except those that change the commencement date, correct clerical errors, or make administrative changes (including changes to the notification section or the company name) requires approval through a public hearing of the Port Commission.

## **PROVISIONS REGARDING CITY-INITIATED ABATEMENTS – Section 9**

- (a) This section is applicable to tax abatement applications for property located in a reinvestment zone designated by a city and applications by applicants who have previously entered into a tax abatement agreement with a city regarding that property.
- (b) All provisions of these Guidelines & Criteria are applicable to city-initiated reinvestment zones and abated areas within a city's territorial limits unless otherwise stated herein or provided by law.
- (c) An applicant shall file a tax abatement application on the Port's application form together with all attachments and statements described in the application instructions and in subsection (d) herein below.
- (d) Upon receipt of a tax abatement application applicable to property within a city-designated reinvestment zone subject to a city's tax abatement agreement, the application shall be reviewed for approval as to (a) correct application form, (b) represented compliance with economic value estimates and employment criteria of Section 2(h) of the Guidelines & Criteria, (c) legal description requirements, (d) attachment of a correct copy of the city's ordinance designating the area as a reinvestment zone and granting abatement and (e) attachment of a correct copy of the fully executed tax abatement agreement between the city and the applicant.
- (e) Before the Port acts upon the application, an application for tax abatement must be filed with Brazoria County and a public hearing must be held by Brazoria County at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement. The public hearing shall also afford the applicant and the designated representative of any eligible jurisdiction opportunity to show cause why the abatement should or should not be granted.
- (f) The Port will not consider or approve an abatement application under this section unless the application has been reviewed by Brazoria County and a valid Court Order issued by Brazoria County Commissioners' Court granting the abatement is included.

- (g) The percentage of property value abated and the term of abatement shall be the same as that stated in the city's tax abatement agreement unless otherwise specified by the Port.

**SUNSET PROVISION – Section 10**

- (a) These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by the Port to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed or eliminated provided that such actions shall not affect existing contracts or applications for tax abatement filed prior to the expiration of said Guidelines and Criteria. Applications for abatement filed prior to the expiration of the Guidelines and Criteria shall be governed by the provisions of these Guidelines and Criteria regardless of any subsequent modification or amendment.
- (b) This policy is mutually exclusive of existing Industrial District Contracts and owners of real property in areas deserving of special attention as agreed by the eligible jurisdictions.
- (c) These guidelines and policies for Tax Abatement shall be effective August 1, 2020 and shall remain in force until July 31, 2022 unless amended or superseded, modified, renewed, or eliminated by the Port prior to that date.

(TO THE PORT FREEPORT GUIDELINES &  
CRITERIA FOR GRANTING TAX ABATEMENT)

ANNUAL REPORT FORM

**ANNUAL REPORT**  
**PURSUANT TO SECTION 5(a)(7) AND 7(e) OF**  
**THE PORT FREEPORT**  
**GUIDELINES & CRITERIA ON TAX ABATEMENT**

RE: TAX ABATEMENT AGREEMENT

\_\_\_\_\_ (Company/Owner Name)

REINVESTMENT ZONE (RZ) NO. \_\_\_\_\_ (Number of RZ, if applicable)

1. Commencement and/or completion date of the contemplated improvements described in the tax abatement agreement.

Date of commencement of construction: \_\_\_\_\_

Date of completion all contemplated improvements: \_\_\_\_\_

2. Number of permanent employees, contract employees and temporary contract employees currently employed by you at the tax abated facility location or construction site as of the date of this Report. (See definitions below).

Permanent Employees: \_\_\_\_\_

\* Permanent Contract Employees \_\_\_\_\_

(\* List contract employees employed on a full-time, 40 hours per week equivalency basis and who are expected to be employed on a full-time basis for the duration of the abatement period. Do not include temporary contract employees.)

\*\*Temporary Contract Employees \_\_\_\_\_

(\*\*List temporary contract employees who are employed for a temporary period ending prior to expiration of the tax abatement term)

3. Status of construction of the contemplated improvements, percentage of construction completed and Owner's estimate of taxable value of constructed improvements on the date of the Report.

Percentage of construction completed: \_\_\_\_\_

Estimated value of Improvements: \_\_\_\_\_

As of \_\_\_\_\_

4. Status of production of the completed facility and the productive service capacity of the improvements. *(only applicable to a completed facility that has previously commenced production)*

Is the abated facility currently producing the product or similar product described in the tax abatement agreement?

**Check One**  
( ) Yes or ( ) No

If the answer to the above question is "No", please state the date or time period when production ceased and attach a narrative explanation of the reason for cessation of production as Attachment B.

\_\_\_\_\_

If production at this abated facility is shut down, please state the expected date or time period, if any, at which/during which you expect the facility to resume production operations. If you do not expect to resume production at this abated facility, please state "plant closed" in the blank space.

\_\_\_\_\_

State your estimate of the expected productive life of the abated facility and its improvements as measured from the beginning date of production until the expected permanent cessation of production (*or in other words*, the total number of years, if any, that you expect the abated facility improvements to be in service as part of the operations of a producing facility, including in your total any previous years of production prior to the date of this report.)

\_\_\_\_\_

5. Include a list of Brazoria County vendors and services That you have used and attach the same as Attachment A to this Report.

Is the list of Brazoria County vendors and Services attached?

**Check One**  
( ) Yes or ( ) No

To the best of my knowledge, the above information and estimates are true and correct.

Owner: \_\_\_\_\_

By: \_\_\_\_\_

Printed

Name:

Title/Position \_\_\_\_\_

Date: \_\_\_\_\_

(TO THE PORT FREEPORT GUIDELINES & CRITERIA  
FOR GRANTING TAX ABATEMENT)

**REPORT FORM**  
After the initial term of the  
Tax Abatement Agreement



**PRODUCTIVE LIFE REPORT**  
**TAX ABATEMENT TERM COMPLETED**  
PURSUANT TO SECTION 5(a)(8) AND 7(f) OF  
THE PORT FREEPORT GUIDELINES &  
CRITERIA ON TAX ABATEMENT

RE: TAX ABATEMENT AGREEMENT

\_\_\_\_\_ (Company/Owner Name)

REINVESTMENT ZONE (RZ) NO. \_\_\_\_\_ (Number of RZ, if applicable)

Effective Date of Tax Abatement: \_\_\_\_\_

1. Status of production of the completed facility and the productive service capacity of the improvements.

Is the abated facility currently producing the product  
or similar product described in the tax abatement agreement?

**Check One**  
( ) Yes or ( ) No

If the answer to the above question is "No",  
please state the date or time period when production ceased  
and attach a narrative explanation of the reason for cessation  
of production as Attachment A.

\_\_\_\_\_

If production at this abated facility is  
shut down, please state the expected  
date or time period, if any, at which/during which  
you expect the facility to resume production operations.  
If you do not expect to resume production at this  
abated facility, please state "plant closed" in  
the blank space.

\_\_\_\_\_

State your estimate of the expected  
productive life of the abated facility and its improvements as  
measured from the beginning date of production until the expected  
permanent cessation of production (*or in other words*, the total number  
of years, if any, that you expect the abated facility improvements to be  
in service as part of the operations of a producing facility, including  
in your total, any previous years of production prior to the date of this report.)

\_\_\_\_\_

To the best of my knowledge, the above information and estimates are true and correct.

Owner: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT

# C

Included within Exhibit A and noted as Exhibit C

# EXHIBIT

# D

**BRAZORIA COUNTY APPRAISAL DISTRICT  
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES  
AS OF JANUARY 1, 2020**

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: January 20, 2021

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2020, for property of "FREEPORT LNG DEVELOPMENT, LP" described in Exhibit "B-1" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY ACCOUNT(S).

APPRAISED VALUE(S)

SEE ATTACHED

SEE ATTACHED

LAND ACCOUNT(S)

SEE ATTACHED

SEE ATTACHED

IMPROVEMENT ACCOUNT(S)

SEE ATTACHED

SEE ATTACHED

Certified this 20<sup>th</sup> day of January, 2021.

**BRAZORIA COUNTY APPRAISAL DISTRICT**

  
\_\_\_\_\_  
Al Baird, Interim Chief Appraiser

**Personal Property Accounts**

8900-0800-000

**Appraised Values**

\$ 5,648,430

**Land Accounts**

Property ID	Acreage		
151537	242.0300	\$	164,010
154421	766.0000	\$	560,000
169669	130.0760	\$	64,860
191268	394.0840	\$	47,980
191273	71.1260	\$	37,060
191355	11.0200	\$	3,310
191386	2.5000	\$	750
191387	2.5000	\$	750
218366	50.7270	\$	32,580
240525	135.1700	\$	5,000
240559	1.4155	\$	2,500
240562	1.2740	\$	2,500
240567	1.5571	\$	2,500
240568	1.2740	\$	2,500
240569	0.8493	\$	2,500
240570	0.0708	\$	3,860
240572	0.4247	\$	2,500
240573	0.1416	\$	3,850
240574	0.8493	\$	2,500
240575	0.2831	\$	7,710
240577	0.2831	\$	7,710
240641	1.4155	\$	2,500
240642	0.1416	\$	3,850
240643	0.1416	\$	3,850
240645	1.5571	\$	2,500
240646	0.0472	\$	770
240649	1.4155	\$	2,500
240651	1.3978	\$	2,500
240652	0.1592	\$	2,500
240734	1.5571	\$	2,500
240735	0.1416	\$	2,500
240736	1.5571	\$	2,500
240737	0.1416	\$	2,500
240739	1.5571	\$	2,500
240964	1.5571	\$	2,500
240965	0.1416	\$	3,850
240968	0.4247	\$	2,500
240969	0.2831	\$	7,710
240970	0.2831	\$	7,710
240997	0.0118	\$	20
240998	0.8486	\$	2,500
240999	0.0708	\$	2,500

241000	0.0708	\$	2,500
241001	0.2713	\$	7,390
241004	1.4332	\$	2,500
241006	0.0944	\$	2,570
241008	1.5571	\$	2,500
241010	0.1416	\$	190
241012	0.2831	\$	7,710
554896	3.6822	\$	2,500
557126	1.1324	\$	2,500
		\$	1,050,050

**Improvement Account(s)**

8700-6001-000	\$	1,048,720
8700-6001-100	\$	209,740
8700-6001-200	\$	1,887,700
8700-6001-400	\$	5,872,850
8700-6001-500	\$	1,468,210
8800-0450-000	\$	146,971,560
POLL-FLNG-001	\$	38,456,440
8800-0450-100	\$	14,652,830
ABAT-FLNG-003	\$	966,896,540
ABAT-FLNG-103	\$	499,253,790
ABAT-FLNG-203	\$	491,592,340
ABAT-FLNG-303	\$	563,063,910
POLL-FLNG-003	\$	305,211,970
ABAT-FLNG-004	\$	966,674,290
ABAT-FLNG-104	\$	499,690,100
ABAT-FLNG-204	\$	669,662,820
ABAT-FLNG-304	\$	299,752,450
POLL-FLNG-004	\$	336,785,490
ABAT-FLNG-005	\$	521,972,290
ABAT-FLNG-105	\$	219,029,390
ABAT-FLNG-205	\$	135,080,660
ABAT-FLNG-305	\$	23,444,280
POLL-FLNG-005	\$	91,566,510
POLL-FLNG-006	\$	13,950,480
8800-0450-200	\$	40,734,740
	\$	6,854,930,100