

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT BETWEEN
 FORT BEND COUNTY DRAINAGE DISTRICT,
SIE REAL ESTATE SERVICES, LLC, AND SI ENVIRONMENTAL, LLC.**

This Tax Abatement Agreement, hereinafter referred to as “Agreement,” is executed by and between **FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS**, hereinafter referred to as “District,” acting by and through its Board of Directors and **SIE REAL ESTATE SERVICES, LLC** hereinafter referred to as “Owner” of the Real Property and Improvements; and **SI ENVIRONMENTAL, LLC**, hereinafter referred to as ‘Lessee” of the Real Property and Improvements, located within the City of Rosenberg Reinvestment Zone No. 23.

1. **Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, Subchapter B of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County Drainage District, Texas, were approved by the District on February 26, 2019. District has determined that the request for Tax Abatement presented by Owner conforms to the criteria established in the Guidelines for Tax Abatement.
- c. No official of District has an interest in the property subject to this Agreement.

2. **Definition:**

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

- a. The “Certified Appraised Value” or “Value” means the value certified as of January 1 of each year of this Agreement regarding the property within City of Rosenberg Reinvestment Zone No. 23 by the Fort Bend Central Appraisal District (“FBCAD”).
- b. “Real Property” means the approximate 12 acre tract of land described in Exhibit 1 attached hereto and incorporated herein for all purposes, and all improvements currently located thereon, which tract of land is located within the City of Rosenberg Reinvestment Zone 23.
- c. “Improvements” means two commercial buildings, consisting of 33,600 sf and 29,000, totaling 62,600 sf in the aggregate consisting of office, distribution, fabrication, and warehouses uses to be located in City of Rosenberg Reinvestment Zone No. 23, the interior improvements to such commercial building(s) and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the building, to be used for one or more of the purposes allowed within the CITY OF ROSENBERG Reinvestment Zone No.23.
- d. “Effective Date” shall mean the date upon which this Agreement has been

executed by both District and Owner and the conditions set forth in Section 12 below have been satisfied.

- e. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in the City of Rosenberg Reinvestment Zone No. 23 designated for economic development purposes.
- f. "Eligible Property" means the Improvements described herein and eligible for Abatement under this Agreement.
- g. "Ineligible Property" means land, existing improvements, fixed equipment and machinery, tangible personal property that the FBCAD classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.
- h. "Owner" means **SIE REAL ESTATE SERVICES, LLC** or other person or entity to which this Agreement is assigned, with prior approval of the District.
- i. "Lessee" means **SI ENVIRONMENTAL, LLC** or other person or entity to which this Agreement is assigned, with prior approval of the District.
- j. "County" means the County of Fort Bend, Texas.
- k. "Employee" means a person who:
 - i. Is an employee of the Tenant; and
 - ii. Regularly works at least 40 hours a week at the site of the Improvements, excluding time taken for holidays, vacations, sick leave, or other regular leave.

3. Subject Property:

- a. The City of Rosenberg Reinvestment Zone No. 23 is an area located in Fort Bend County, Texas, being legally described in Exhibit 1 attached hereto and incorporated herein for all purposes.
- b. The FBCAD has established the base year values for the subject property as of January 1, 2020 ("Base Year").

4. Responsibilities: In consideration of receiving the tax abatement granted herein, Owner and Lessee each represents and agrees:

- a. Responsibilities of Lessee:
 - i. Beginning on DECEMBER 31, 2020 and continuing through DECEMBER 31, 2025 Lessee will have and maintain at least 186 continuously employed persons employed at the Improvements meeting the definition of Employees, the as defined in this Agreement.
 - ii. In addition, Lessee will add five (5) additional employees per year for each year of the abatement term as shown in the below table.

Year	New	New + Retained
2021	5	191
2022	5	196
2023	5	201
2024	5	206
2025	5	211

- iii. Upon request, Lessee shall annually furnish District with only payroll records as allowed by law and as necessary for District to confirm Lessee’s compliance with this Agreement (e.g. number of employees is appropriate; payroll dollars, taxes, benefits, and bonuses are not appropriate).
 - iv. Lessee shall ensure that taxes on all property owned by it in the District are current. Delinquent taxes for any of Lessee’s property/properties in the District is a default of Lessee and Lesseps’s obligations hereunder and will be grounds for termination of this Agreement, regardless of whether the delinquent property is subject to an abatement under this Agreement.
 - v. That Lessee will participate in the continuing economic development process in Fort Bend County by continuing their current membership as a Trustee Member (\$6,000/yr. dues) of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.
- b. Responsibilities of Owner:
- i. That construction of the Improvements will commence without delay.
 - ii. Owner shall ensure that construction of the Improvements be complete no later than DECEMBER 31, 2020 (the “Completion Date”). Owner shall provide the County Tax Assessor/Collector with written documentation confirming completion of the Improvements on or before the Completion Date. Owner’s failure to provide the written documentation required by this Section may result in a forfeiture of the tax abatement provided for tax year 2021; provided that in the event Owner provides such documentation after December 31, 2020 but prior to December 31, 2021, the forfeiture of the tax abatement for failure to timely complete Improvements shall not apply to any tax abatement after tax year 2021.
 - iii. That Owner shall provide the County’s Tax Assessor/Collector a certified statement that Owner has spent a minimum of \$6,000,000.00 in total project costs with respect to the Improvements (excluding the cost of the Real Property) within sixty (60) days after completion of the Improvements; and that the Certified Appraised Value of the Improvements on January 1, 2021, and on each and every January 1 thereafter during the term of this Agreement must not be less than \$4,800,000.00. Owner may from time to time during the term of this Agreement install additional improvements, and modify, remove or replace improvements as Owner may determine in their discretion. Failure to meet the requirements of this section shall not be a default but

will invalidate the tax abatement for the year this requirement was not satisfied.

- iv. OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE FBCAD OF THE ABATEMENT, INCLUDING FILING WITH THE FBCAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.
- v. OWNER SHALL BE RESPONSIBLE FOR REQUESTING FROM DISTRICT AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD, TRANSFERRED OR ASSIGNED. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY DISTRICT.
- vi. That Owner has as of the effective date of this Agreement, the financial resources to implement the above representations.
- vii. That Owner shall ensure that taxes on all property owned by it in the District are current. Delinquent taxes for any of Owner's property/properties in the District is a default of Owner and Owner's obligations hereunder and will be grounds for termination of this Agreement, regardless of whether the delinquent property is subject to an abatement under this Agreement.

5. Value and Term of Abatement:

- a. This Agreement shall be effective on the date executed by District and Owner and shall terminate on December 31, 2025. In no event shall this Agreement extend beyond December 31, 2025.
- b. In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements.
- c. Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax abatement for the following years and in the following amounts on the value of the Improvements:

Tax Year	Percentage Abatement
2021	50%
2022	50%
2023	50%
2024	50%
2025	50%

- 1) The abatement granted shall not apply to any Ineligible Property.
- 2) The FBCAD's determination of values shall be used to determine the value of the property subject to this Agreement. If Owner protests the FBCAD's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

- 3) On or before September 1 of each year of this Agreement, Owner shall certify in writing to the Fort Bend County Tax Assessor/Collector Owner's compliance with each term of this Agreement by completion and submission of the form attached as Exhibit 3 to this Agreement. No substitutions are allowed.

6. **Taxability:** During the period that this tax abatement is effective, the value of taxes shall be payable by the Owner as follows:

- a. The value of all property (Eligible and Ineligible Property), shall be determined in the Base Year by the FBCAD.
- b. The value of Ineligible Property shall be fully taxable
- c. The value of Eligible Property shall be abated as set forth in Section 5(c).

7. **Event of Default:**

- a. District may declare Owner in default of this Agreement if: (1) Owner fails to comply with any term of this Agreement or (2) Owner allows District ad valorem taxes on any property owned by Owner in Fort Bend District to become delinquent, even if the delinquent taxes are for a property not subject to an abatement or (3) Owner ceases operations on the Real Property for a continuous period of one hundred eighty (180) days before the expiration of the term of the Abatement without the prior written consent of the District, except that in the event of (i) a temporary shutdown of the facility, with assurance of the resumption of operations, for the purpose of facility modification, expansion, improvement, retooling or similar purpose, (ii) the facility is being actively marketed, the District shall not unreasonably withhold consent to a reasonable extension to such period to permit the sale of the facility to another operator, (iii) the closure of the facility pending settlement of insurance, casualty or condemnation claims or (iv) the closure of the facility due to inadequate or unacceptable raw water supply shall not constitute a vacating of or a cessation of operations on the Real Property under this Section 7(a)(3). Such exceptions are subject to further extension for force majeure as defined in Section 11 herein.
- b. District shall notify Owner of any default in writing specifying the default. Owner shall have ninety (90) days from the date of the notice to cure any default. If Owner fails to cure the default within ninety (90) days from receipt of notice, District may terminate this Agreement by written notice.
- c. Any Default Notice issued in accordance this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

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

AGREEMENT.

- d. Owner agrees that all taxes previously abated by virtue of this Agreement will be recaptured and paid to District within thirty (30) days of the termination in the event that termination is due to Owner:
 - i. Allowing its ad valorem taxes owed the District to become delinquent and fails to timely and properly follow the legal procedures for their protest and /or contest; or
 - ii. Failing to Construct the Improvements; or
 - iii. Owner's cessation of operation of the Real Property in violation of Section 7(a)(3) above, and failure to cure such cessation within the applicable cure periods.
- e. Payment of recaptured taxes will include:
 - i. The amount of all taxes abated during the term of this Agreement;
 - ii. Interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes; and
 - iii. Penalties on the amount abated in the year of default, at the rate provided for in the Texas Tax Code for delinquent taxes.
- f. District shall have a lien against the Real Property, Ineligible Property and Eligible Property for the taxes and interest owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date is paid.
- g. This paragraph is required by Chapter 2264, Texas Government Code and governs over any conflicting provisions of this Agreement. Owner is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, Texas Government Code. If Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, District shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from District to Owner. In the event of termination under this paragraph(d), Owner shall repay to District the amount of all property taxes abated under this Agreement, plus interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.
- h. Except as set forth in Section 7(d) above, if this Agreement is terminated by District, as District's sole and exclusive remedy, all future abatement of taxes hereunder shall terminate.

8. Administration and Inspection

- a. This Agreement shall be administered by the Fort Bend District Tax Assessor/Collector or her designee. Owner shall allow employees or other representatives of District who have been designated by the Tax Assessor/Collector to have access to the Real Property (during normal business hours) during the term of the Agreement. All regular inspections shall be made only after two (2) business days prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction or operation of the facility. A representative of Owner may accompany the inspector. District shall cause each of its employees and

representatives who conduct such inspections to abide by all of Owner's security, safety and operational rules (as the same may be amended from time to time), copies of which have been made available to District.

- b. Upon completion of the placement and/or installation of the Eligible Property, District shall annually evaluate the Eligible Property to ensure compliance with the terms and provisions of this Agreement and shall report potential defaults to the Owner.
- c. The Chief Appraiser of the FBCAD shall annually determine (1) the taxable value under the terms of this abatement of any Eligible Property located on the Real Property and (2) the full taxable value without abatement of the Eligible Property located on the Real Property. The Chief Appraiser shall record both abatement taxable value and 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 is terminated in a manner that results in recapture of abated taxes.
- d. Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the Texas Tax Code as may be necessary for the administration of this Agreement. Such information shall also be provided annually to the District Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

9. **Assignment**

- a. Owner may not assign this Agreement without the prior written consent of District. No assignment shall be effective or approved if District has declared a default hereunder which has not been cured or the assignee is delinquent in the payment of any ad valorem taxes owed to District. Approval shall not be unreasonably withheld.
- b. Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of the original Agreement only.
- c. Owner shall provide notice to District within ninety (90) days after any sale or assignment of the Real Property subject to this Agreement.

10. **Indemnity**

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT OWNER AND LESSEE, IN PERFORMING OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY, AND DISTRICT ASSUMES NO RESPONSIBILITIES OR LIABILITIES IN CONNECTION THEREWITH TO THIRD PARTIES. OWNER AND LESSEE EACH AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DISTRICT AND THE FBCAD FROM ANY AND ALL NON-OWNER CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S BREACH OF ITS OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF RESPONSIBILITIES AND LIABILITIES RESULTING FROM THE FAULT OR NEGLIGENCE OF DISTRICT OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE

PAYMENT OF REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO DISTRICT'S, THE DISTRICT'S OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY DISTRICT IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY OWNER. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT DISTRICT FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION; PROVIDED, HOWEVER, NEITHER OWNER NOR LESSEE SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

11. Force Majeure:

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to District in writing within thirty (30) calendar days after Owner first becomes aware or should have become aware of the occurrence relied upon. By doing so, the obligation of Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall include, but not be limited to acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure or lack of capacity of the wastewater system or water supply system; governmental delays in granting approvals or issuing permits; or any other cause not reasonably within the control of the Owner.

12. District Approval:

This Agreement is conditioned entirely upon the approval of the District's Board by the affirmative vote of a majority of the members present at a duly scheduled meeting of the District.

13. Compliance with State and Local Regulations:

This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any city ordinance or federal or state law or regulation.

14. Changes in Laws/Vested Rights:

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement, but only the extent required by law to be enforceable and after giving Owner all vesting, non-conforming and/or "grandfather" rights, contained in and applicable to this Agreement and allowed by law.

15. Miscellaneous:

- a. This Agreement and the rights and obligations of each party shall be construed and enforced under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- b. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- d. Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

16. Notices

- a. 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 hand delivered, deposited with a nationally recognized overnight courier, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and certified, return receipt requested, in a United States Post Office, addressed to District and Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail.
- b. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner or District at the following addresses:

To the Tax Assessor/Collector: The Honorable Carrie Surratt
Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469

To District: Fort Bend Drainage District
401 Jackson
Richmond, Texas 77469
Attention: County Judge

Copy to: Fort Bend County Attorney
401 Jackson
Richmond, Texas 77469

To Owner: SIE Real Estate Services, LLC
6420 Reading Rd
Rosenberg, TX 77471
Attn: Jeff Haley

To Lessee: Si Environmental, LLC
6420 Reading Rd
Rosenberg, TX 77471

Attn: Jeff Haley

- c. Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. Failure of Owner to provide County Tax Assessor/Collector thirty (30) days' notice of a change of address may result in termination of this Agreement.

17. Entire Agreement

This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns. Attached hereto are (a) Exhibit 1 – City of Rosenberg Ordinance designating Reinvestment Zone No. 24 and legal description of Real Property (land) comprising the Reinvestment Zone (b) Exhibit 2, the Economic Impact Statement, and (c) Exhibit 3, the Annual Compliance Certificate—all of which are made part of this Agreement.

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[execution page follows]

18. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by District and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Owner have full authority to execute this Agreement and bind Owner to the same.

“DISTRICT:”
FORT BEND
DRAINAGE DISTRICT

By: *KP George*
County Judge KP George
KP George, District Judge

Date: 3.24.2020

ATTEST:

Laura Richard
Laura Richard, County Clerk



“OWNER”
SIE REAL ESTATE SERVICES

By: *Jeff Huley*
Printed Name: Jeff Huley
Title: Member

“LESSEE”

SI ENVIRONMENTAL, LLC
W. Jackson Belt

Date: 3-4-2020

ATTEST:

W. Jackson Belt
Printed Name: W. Jackson Belt

EXHIBIT 1

ORDINANCE CREATING
CITY OF ROSENBERG
REINVESTMENT ZONE NO. 23

ORDINANCE NO. 2020-07

AN ORDINANCE CREATING CITY OF ROSENBERG REINVESTMENT ZONE NO. 24, BEING 27.366 ACRES OF LAND LOCATED IN THE B. B. B. & C. R. R., CO. SURVEY, SECTION 13, ABSTRACT NO. 140 AND G.M. STONE SURVEY ABSTRACT NO. 312, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NUMBER 2019123780; MAKING CERTAIN FINDINGS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND, PROVIDING FOR SEVERABILITY.

WHEREAS, City Council has passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in the City of Rosenberg, Texas; and,

WHEREAS, pursuant to such Guidelines, the City Council has received an application for creation of a reinvestment zone and the granting of tax abatement; and,

WHEREAS, after the giving of proper notice, as required by law, the City Council held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 24; and,

WHEREAS, notice of such public hearing was duly given to the presiding officer of the governing body of each taxing unit that includes within its boundaries real property that is to be included in proposed Reinvestment Zone No. 24; and,

WHEREAS, City Council has determined that the improvements sought to be located in proposed Reinvestment Zone No. 24 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of the tax abatement agreement; and,

WHEREAS, the creation of Reinvestment Zone No. 24 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to attract major investment into the Zone that would benefit property located therein and that will contribute to the economic development of the City of Rosenberg; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That Reinvestment Zone No. 24 is hereby created for the purpose of encouraging economic development through tax abatement. A description of the property which comprises said Reinvestment Zone No. 24 is attached hereto as Exhibit "A" and made a part hereof for all purposes. Improvements constructed, erected, or placed within

Reinvestment Zone No. 24 as created hereby shall be eligible for commercial-industrial tax abatement.

Section 3. That the property which comprises Reinvestment Zone No. 24 is located within the corporate limits of the City of Rosenberg.

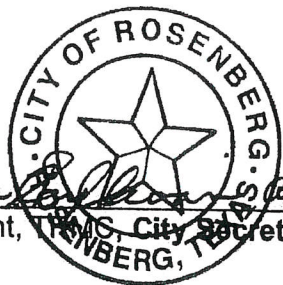
Section 4. This designation of Reinvestment Zone No. 24 shall expire five (5) years after the date of adoption of this Ordinance.

Section 5. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by a vote of 6 "ayes" in favor, 0 "noes" against, and 0 abstentions on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the 4th day of February 2020.

ATTEST:



Cynthia [Signature]
Danyel Swint, City Secretary

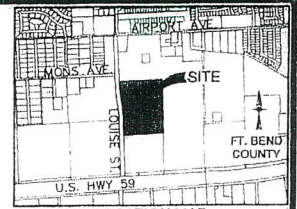
APPROVED:

William Benton
William Benton, Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney
Randle Law Office, Ltd, L.L.P.

EXHIBIT "A"



LOCATION MAP

NOT TO SCALE
MAP REF KEY MAP NOS. 8041 & 8025

LEGEND

- SET 5/27/2019 (BY: TRINITY DEVELOPMENT, LLC)
- FOUND INFORMATION (AS NOTED)
- UNRESTRICTED RESERVE
- UNRESTRICTED RESERVE
- FT. BEND COUNTY OFFICIAL PUBLIC RECORDS
- FT. BEND COUNTY PLAT RECORDS
- FT. BEND COUNTY DEED RECORDS
- RIGHT-OF-WAY
- SQUARE FEET
- ACRES
- FOOT
- INCH

CERTIFICATE FOR SURVEYOR

I, BRIAN HANAWAL, COUNTY CLERK OF AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHORIZATION WAS FILED FOR RECORDATION IN MY OFFICE ON October 29, 2019 AT 10:51 AM CLOAKED BY ME AND BY PLAT NUMBER 20190253 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

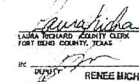
Brian Hanawal
BRIAN HANAWAL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 8090



I, LAURA RICHARD, COUNTY CLERK OF AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHORIZATION WAS FILED FOR RECORDATION IN MY OFFICE ON October 29, 2019 AT 10:51 AM CLOAKED BY ME AND BY PLAT NUMBER 20190253 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

Laura Richard
LAURA RICHARD
REGISTERED PROFESSIONAL LAND SURVEYOR
FORT BEND COUNTY, TEXAS



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Anna Richard
Anna Richard
Fort Bend County Clerk
October 29, 2019 10:51:00 AM
FEE \$123.00 RMU 20190258

TRINITY COURT

A SUBDIVISION OF 27.366 ACRES
LOCATED IN THE B.B.B. & C. R.R. CO.
SURVEY, SECTION 13, ABSTRACT NO. 140 AND
G.M. STONE SURVEY ABSTRACT NO. 312
CITY OF ROSENBERG,
FORT BEND COUNTY, TEXAS

1 RESERVE - 1 BLOCK

SCALE: 1" = 100' JULY 25, 2019

OWNER:
Trinity Development, LLC
10021 S. South Houston Parkway, Suite 100
Houston, Texas 77071
Tel: 877-220-7127



SURVEYOR
HOUSTON 1346 ANTONIO AUSTIN FORT WORTH DALLAS
10200 ROCKDALE AVE. 415 801 HUNTSVILLE 17081 FLEMING
1026 FIVE REGISTRATION WITH 1 TEXAS PLAT REGISTRATION #1188181

STATE OF TEXAS
COUNTY OF FORT BEND
CITY OF ROSENBERG

WE, TRINITY DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH ITS MEMBERS, BRIETI TRIGOLA AND JOSEPH F. MANOOLA, OWNERS OF THE 27.366 ACRES TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF TRINITY COURT, DO HEREBY SET AND ESTABLISH DRAINAGE DIVERSION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LAWS, ORDINANCES, REGULATIONS AND RELATIONS ON SAID MATTER ON PLAT AND RESERVE DESIGNATED TO THE USE OF THE PLAT. IT FURTHER ALL STREETS (EXCEPT THOSE STREETS INDICATED ON SAID MAPS ON PLAT AND RESERVE DESIGNATED TO THE USE OF THE PLAT) TO BE OPEN TO PUBLIC ACCESS THROUGH THE RESERVE AND CONTIGUOUS THEREIN AS EXPRESSED, AND DO HEREBY REINSTATE (FOR DEVELOPMENT) (FOR SAID) WITHIN THE PUBLIC UTILITY PURPOSES AN UNRESTRICTED AERIAL EASEMENT FIVE (5) FEET IN WIDTH FROM A PLAT LINE TWENTY (20) FEET ABOVE THE GROUND LEVEL, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON.

FURTHER, WE DO HEREBY CONVEY AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, WE DO HEREBY CONVEY AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THAT DRAINAGE STRUCTURES UNDER OVERHEAD SAID LINE, AS WELL AS ANY DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PREVENT THE FREE FLOW OF WATER THROUGH SUCH DIVISION CONTAINS NATURAL DRAINAGE DITCHES SUCH AS DITCHES, CREEKS, GULLIES, BAYHUES, GRASS OR DRAINAGE DITCHES.

FURTHER, WE DO HEREBY OBLIGATE TO THE PUBLIC A SERIES OF LAWS TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL DRAINAGE DITCHES, GULLIES, BAYHUES, DITCHES AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, WE DO HEREBY CONVEY AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE MAY BE RESTRICTED TO KEEP SUCH DRAINAGE DITCHES AND ADJACENT CLEAR OF TREES, BUSHES, LIMBS, TWIGS, BRANCHES AND OBSTRUCTIONS TO KEEP OPERATIONAL AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT THEY WITHIN THE PROPERTY SHALL NOT BE PERMITTED TO DRIFT DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "GRANDS" FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS, AND DO HEREBY CONVEY AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS COURT ON MARCH 13, 2004.

IN TESTIMONY WHEREOF, THE TRINITY DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRIETI TRIGOLA AND JOSEPH F. MANOOLA, MEMBERS OF TRINITY DEVELOPMENT, LLC AND ITS COMMON SEAL HERETOBY AFFIXED.

THIS 29th DAY OF October 2019

TRINITY DEVELOPMENT, LLC
BY: *Briet Trigola*
BRIETI TRIGOLA, MEMBER
BY: *Joseph F. Manoola*
JOSEPH F. MANOOLA, MEMBER

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRIETI TRIGOLA AND JOSEPH F. MANOOLA, MEMBERS OF TRINITY DEVELOPMENT, LLC KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND I KNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND AS THE CAPACITY, PERSON AND HELEN STATED, AND AS THE ACT AND DEED OF SAID COMPANY.

ON THIS 29th DAY OF October, 2019

CLERK OF FORT BEND COUNTY, TEXAS

WE, COMERICA BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS TRINITY COURT, ADVISE THE PROPERTY DESCRIBED INSTRUMENT OF RECORD IN EXHIBIT NO. 200-000-000 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE TO SAID PLAT SAID LIEN AND WE HEREBY IN ALL THINGS SUBORDINATE TO SAID PLAT SAID LIEN AND WE HEREBY CERTIFY THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME, NOR ANY PART THEREOF.

BY: *Ronald E. Hester*
Ronald E. Hester, VP
POINT NAME AND TITLE

BY: *Helen Comte*
Helen Comte, SVP
POINT NAME AND TITLE

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Ronald E. Hester, Vice President and Helen Comte, Senior Vice President of COMERICA BANK, LLC KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND I KNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND AS THE CAPACITY, PERSON AND HELEN STATED, AND AS THE ACT AND DEED OF SAID ASSOCIATION.

ON THIS 29th DAY OF September, 2019

Anna M. Carter
Anna M. Carter
Notary Public in and for
FORT BEND COUNTY, TEXAS

PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF ROSENBERG, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF TRINITY COURT, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS ORDERED HEREIN AND AUTHORIZED THE RECORDING OF THE RECORDING OF THIS PLAT.

THIS 29th DAY OF October 2019

Anthony Galik
Anthony Galik
CITY CLERK

CITY COUNCIL APPROVAL

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF TRINITY COURT, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS ORDERED HEREIN AND AUTHORIZED THE RECORDING OF THE RECORDING OF THIS PLAT.

THIS 29th DAY OF October 2019

William Bearden
William Bearden
CITY CLERK

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED William Bearden, Notary Public and Anna M. Carter, Notary Public of FORT BEND COUNTY, TEXAS, AND I KNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND AS THE CAPACITY, PERSON AND HELEN STATED, AND AS THE ACT AND DEED OF SAID ASSOCIATION.

ON THIS 29th DAY OF October, 2019

Anna M. Carter
Anna M. Carter
Notary Public in and for
FORT BEND COUNTY, TEXAS

- NOTES:
- BOUNDARIES: THE ELEVATIONS FOR THIS PLAT ARE BASED ON NAD 83 BENCHMARK AVAILABILITY HAVING A PUBLISHED HORIZON (1997) ADJUSTMENT ELEVATION OF 44.47.
 - PROJECT BENCHMARK: 3" BRASS DOWEL SET IN CONCRETE (SEE LOCATION HEREON)
N = 12796.281+17
E = 2668027.00
ELEV = 44.87
 - ELEVATION USED FOR DRAINAGE CONTOUR LINES ARE BASED UPON THE VERTICAL DATUM, NAVD-83 (1997 ADJUSTMENT).
 - THIS PLAT WAS PREPARED TO MEET CITY OF ROSENBERG AND FORT BEND COUNTY REQUIREMENTS.
 - THIS PLAT WAS PREPARED FROM CITY PLANNING LETTER FURNISHED BY AIRBORNE SERVICES OF HOUSTON, EFFECTIVE DATE OCTOBER 16, 2018. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
 - THIS PLAT LIES WITHIN FORT BEND COUNTY DRAINAGE DISTRICT, LAAMR CONSOLIDATED SALES, INCORPORATED BOUNDARIES OF THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.
 - ON THE DATE THE SURVEYOR SIGNED THIS PLAT, TRINITY COURT LIES WITHIN ZONE 4 SHOULD AS FOR FLOOD ELEVANCE DATA MAP MAP NUMBER 80250000A, ON 10/20/2019. FLOODPLAIN MAPS ARE UPDATED FROM TIME TO TIME AND THIS NOTE MAY NOT ALWAYS APPLY.
 - APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
 - THESE ARE NO KNOWN PREMISES OR PUBLIC EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION.
 - THE 5/20-FOOT RICH (5/20) BORN ROSS THREE FEET (3') IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, ALL ANGLE POINTS, ALL POINTS OF CURVATURE AND TANGENCY, AND ALL BOUND CORNERS, UNLESS OTHERWISE NOTED. PROPERTY CORNERS ARE MONUMENTED WITH CAP OR DOWEL MARKED "PAPAN-DAWSON", UNLESS NOTED OTHERWISE.

- THE MINIMUM SLAB ELEVATION SHALL BE 0.17' ABOVE MEAN SEA LEVEL, EIGHTEN INCHES (18") ABOVE THE 100-YEAR FLOOD PLAIN ELEVATION AND MINIMUM FLOORING ELEVATION. EIGHTEN INCHES (18") ABOVE NATURAL GROUND AT ANY POINT ON THE PERIMETER OF THE SLAB, OR TWELVE INCHES (12") ABOVE THE TOP OF CURB AT THE FRONT OF THE LOT, UNLESS IT IS SHOWN, IN THE GARAGE. EXCEPT FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE DISTRICT MANUAL WHICH ALLOWS STREET FLOORING SURFACE FINISHES AS FOLLOWS:
- THE ELEVATIONS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
- THE HORIZONTAL COORDINATE SYSTEM ARE GDS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4241), NAD-83 (NAD83) EPOCH DATUM AND MORE DERIVED USING GPS FIX METHODS REFERENCED TO THE HADRON. GEODETIC SURVEY CODES NETWORK, STATION TIME AND STATION TOLLS, THE GRID COORDINATES MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.0003.
- UNLESS OTHERWISE SPECIFIED, THE BOUNDING LINE (S), WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT HAS ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 4, LIMITED DEVELOPMENT CODE, CITY OF ROSENBERG, TEXAS IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, THERE MAY BE ADDED FROM THIS TO THIS.
- THIS PLAT SHALL BE SUBMITTED TO THE CITY OF ROSENBERG FOR STAFF REVIEW AND APPROVAL, PRIOR TO CONSTRUCTION. OFFICIAL RESPONSIBILITY FOR THE LOCATION, WIDTH AND OFFSET FROM AN INTERSECTION AND ANY EXISTING DRIVeways OR PROPOSED DRIVEWAYS SHALL REST WITH THE DESIGN PROFESSIONAL OF THE CITY OF ROSENBERG.
- NO OWNER OF THE LAND SUBJECT TO AN EASEMENT MAY PLACE, BUILD OR CONTRACT ANY PERMANENT BUILDING STRUCTURE OR OBSTRUCTION OF ANY KIND OVER, UNDER OR UPON THE EASEMENT, PROVIDED THAT SUCH OWNER MAY ERASE OR LOWER THE EASEMENT WITH A LINED SHOULDER/PURPOSE LINES UNDER THE FOLLOWING CONDITIONS: THE DRIVEWAY SHALL BE JOINED AT THE BOUNDARY LINE OF THE EASEMENT TO MAINTAIN THE AMOUNT OF PAVING THAT MUST BE REMOVED TO PROVIDE ACCESS AND THERE SHALL BE NO OBSTRUCTION OF THE CITY TO REPLACE PAVING ANY PAVING REMOVED IN THE EXTENT OF THIS EASEMENT.
- ALL OF THE PROPERTY SUBDIVISION IN THE FOREGOING PLAT IS WITHIN THE INCORPORATED BOUNDARIES OF THE CITY OF ROSENBERG, TEXAS.

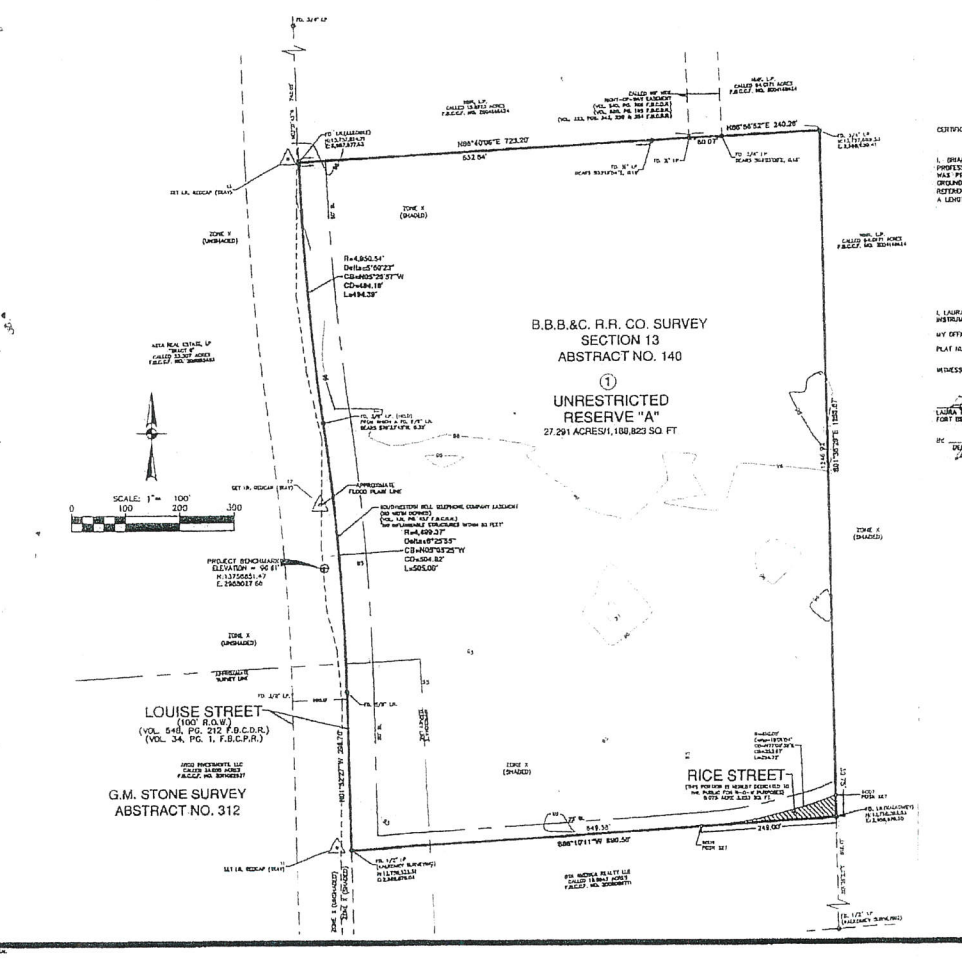


EXHIBIT 2

ECONOMIC IMPACT STATEMENT



GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL

ECONOMIC IMPACT STATEMENT QUESTIONNAIRE

Company Name
City, Fort Bend County

Based on the information you provide below, the Greater Fort Bend Economic Development Council (GFBEDC) will begin prequalification of your project. The information you provide will allow the GFBEDC to begin to develop your application and economic impact statement for presentation to the taxing entities for consideration of economic incentives. The following factors will be considered as a whole to determine the entire economic impact of the company: location of project, type of business, is the company in one of the city's target industries, number of jobs, skill level of each job, average salary, investment in building improvements or new building, value of taxable inventory, value of taxable personal property and equipment, sales tax revenue generated for the city, impact on local infrastructure, and impact (good or bad) on existing businesses in the County.

1. Please provide a detailed summary statement about your company (its history, type of business and industry, etc.) and clearly describe its operations at the proposed facility in Fort Bend. Si Environmental was established in 2012 as a water and wastewater service company. Our office is in Rosenberg off of at 6420 Reading Rd. We provide water and wastewater services to master planned communities (MUDs), school districts, and cities. 70% of our business is in Fort Bend County. Our future growth has required us to look for a new site. The Rosenberg Business Park is the perfect place for our new operation.
2. Information About Your Company

Company Name: Si Environmental, LLC & SIE Real Estate Services, LLC	
Contact Person: Jeff Haley	Title: President
Current Address: 6420 Reading Rd	
Office #: 832-490-1505	Mobile #: 832-344-6046
Fax #: 832-490-1501	Website: www.sienv.com
Email Address: Jeff@sienv.com	
The Company's Primary SIC Code:	

3. Type of project (check all that apply):
 - Existing business in Fort Bend County
 - New business to Fort Bend County
 - Expansion of existing facility
 - Construction of new facility
 - Company will lease facility (same owners of SIE Real Estate Services, LLC)
 - Company will own facility
 - Corporate/Regional Headquarters

4. If the company will lease the facility, who will be the owner:
*File S: Environmental, LLC will lease from SIE Real Estate Services, LLC.
 Same owners of both companies.*
5. Location of proposed site(s) in Fort Bend (street address, name of Business Park or other development, city, or name of area if unincorporated): *Rosenberg Business Park*
6. Scope of project:

Size of new facility/expansion:	<i>33,600 and 29,000</i>
Size of existing facility (if applicable):	<i>20,000</i>
Size of lease space in existing facility (if applicable):	33,600 29,000
Number of acres at facility site:	<i>12</i>
Type of Construction (tilt wall, metal, concrete, etc.):	<i>Tilt Wall + Engineered Metal</i>

7. Please give detailed breakdown of operations within the proposed facility (i.e., 20% office; 25% distribution; 15% metal fabrication; 40% warehouse, etc.):
100% office/operations (Service company)
8. Truck traffic to be generated (# daily or weekly):
5-10 Deliveries/week. We have 100 fleet trucks coming and going every day.
9. Targeted start of construction:
Feb/March 2020
10. Targeted start of operations:
End of 2020
11. Market value (taxable assets) of the firm's property that would be located at the facility in Fort Bend (new property to Fort Bend):

Land	Construction Costs of Building Improvements	Equipment & Machinery	Inventory	Other Taxable Personal Property	Total
\$ 1,400,000	\$ 6,000,000	\$	\$ 200,000	\$ 500,000	\$ 8,100,000

12. Estimated percent of inventory that would be Freeport qualified, if any: 0 %
Freeport goods are inventories (raw materials, goods-in-process, and finished products) acquired by a business and held for no more than 175 days before being shipped out of state.
13. Does the company require a Foreign Trade Zone (FTZ)? If so, what percent of the inventory would be FTZ qualified: 0 %
14. Employment information:

Number of new jobs to Fort Bend County	Number of existing jobs to be retained (if company currently located in Fort Bend)	Total Number of Jobs
<i>50</i>	<i>186</i>	<i>236</i>

15. Average salary (before benefits): 3512
16. Amount of initial, annual local payroll to be created: \$10,639,123.24
17. What are the estimated annual total sales at the new facility? What portion of the total sales will be subject to local (city) sales taxes? \$1,000,000
0%
18. Does the company own a corporate airplane that would be housed at a local corporate airport in Fort Bend (i.e., Sugar Land Regional Airport or Houston Southwest Airport)? If so, what is the plane's value: No
19. Will the company's local business practices necessitate business travel that will bring clients or employees to the Fort Bend facility, resulting in hotel/motel bookings? If so, what is the estimated number of hotel/motel stays per year that will be booked locally: No
20. If your company currently has operations elsewhere in the State of Texas, please list the name of the communities: NA
21. Employee benefit burden (percent of employee's salary that is invested by the company into the employee's benefits): 0%
22. Current owner of real property (land/building) at the time of application: SIV Real Estate Services, LLC
23. Have you received or are you currently receiving tax abatement in Fort Bend:
 Yes No
24. Is this land currently under Agriculture Exemption: Yes No NA
- a. If so, what will be the increase in taxes paid annually to taxing authorities: *To be answered by GFBEDC*
- b. What is the value of roll back taxes to be collected as a result of being taken out of Ag Exemption: *To be answered by GFBEDC*
25. What is the expected increase in value of the land once it is sold? (to be answered by GFBEDC)
26. Productive life of proposed improvements and/or initial term of lease: TBD - at least 10 years
27. Time of day activities will be taking place (i.e., # of shifts): 24 hours but most will be 7am - 7pm
28. The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements:
Explain any costs for development or depletion of infrastructure the city and/or water district are being asked to absorb, if any. \$0.00

29. Please provide wastewater information, including activities, facilities, plant processes, products, services, chemicals, materials, and hazardous substances that may be used or that may result from the activities to be conducted within the proposed improvements: *NA*
30. Explain any proposed pretreatment of wastewater prior to discharge into the sanitary sewer system: *NA*
31. Will there be any proposed monitoring of wastewater discharge into the sanitary sewer system: *NA*
32. Public improvements to be made by the Company in which the public may benefit (please list if any):
33. Will this business compete with existing businesses in the county? If so, please list local companies providing the same services: *Inframark
EDP
MDS*
34. Are there possibilities for local businesses to become suppliers? Any new retail opportunities? Please explain. *We buy all of our trucks and equipment in FBC currently.*
35. Do you anticipate your relocation to attract other new businesses to the area? Please explain: *No*
36. Does the business produce any type of emissions or are there any other environmental matters for the city/county to consider: *No*
37. The company agrees to participate in the continuing economic development process in Fort Bend County by becoming a Trustee/Board member (\$6,000/yr) of the GFBEDC for a minimum period coinciding with the term of any County abatement agreement: Yes No
The County Commissioners' Court encourages the company's participation in the Council to support the continued economic growth in the County. The Court considers your decision in their evaluation of the project.
38. By signing and submitting this application you certify that the company, its branches, divisions and departments (company) do not and will not knowingly employ an undocumented worker. An agreement with the company will require the company to repay the total amount of the public benefit received with interest at the rate and according to the terms of the agreement if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date the City/County notifies the company of the violation as provided in the agreement.

An undocumented worker is an individual who, at the time of employment, is not:
 a. (1) lawfully admitted for permanent residence to the United States; or
 b. (2) authorized under law to be employed in that manner in the United States.

In order to prepare the documents creating the Reinvestment Zone, in which all eligible property placed therein would receive any property tax abatement, and the Abatement Agreement itself, a Site Plan and Legal Description, including a metes and bounds description is necessary. Please provide these as soon as possible if they are not available at the time this EIS is submitted.

CERTIFICATION:

I. APPLICANT:

(Name of Company) Si Environmental, LLC & STE Real Estate Services, LLC
does hereby certify that all statements and representations made herein are accurate to the best of their knowledge and agree to comply with these terms.

By Authorized Representative:


Signature

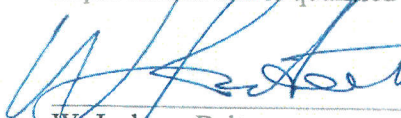
12-23-19
Date

Printed Name: Jeff Haley

Title: President

II. GFBEDC

The Greater Fort Bend Economic Development Council certifies that Si Environmental LLC & STE Real Estate Services ^{have} met the standard requirements and is qualified for value added tax abatement in Fort Bend County.


W. Jackson Belt

Executive Vice President
Greater Fort Bend Economic
Development Council

Date

EXHIBIT 3

ANNUAL COMPLIANCE CERTIFICATE

FORT BEND COUNTY TAX ABATEMENT
ANNUAL COMPLIANCE CERTIFICATE

Due by September 1 of current tax year

Current Tax Year _____

This certification is being made on behalf of the OWNER / LESSEE (circle one)
Each must prepare a separate report

Per the terms of the tax abatement agreement between Fort Bend County, Fort Bend County Drainage District and

- Owner _____ and
Lessee (if applicable) _____

dated _____ we are in compliance with the following terms of the agreement:

1. Construction of the improvements was completed on: _____
2. Certified statement regarding project costs was provided to the Fort Bend County Tax Assessor/Collector on: _____ (date)
3. Certificate of Occupancy was provided to the Fort Bend County Tax Assessor/Collector on: _____ (date)
4. Certified appraised value of the improvements as of January 1 _____ (current tax year) was \$ _____ which meets the required minimum value requirement of \$ _____.
5. Certified appraised value of the eligible property (if included in abatement agreement) as of January 1 _____ (current tax year) was \$ _____ which meets the required minimum value requirement of \$ _____.
6. Total number of employees employed at the improvement for current tax year is _____ which meets the required minimum value requirement of _____.
7. Owner / lessee (circle one) applied for/renewed membership in the Greater Fort Bend Economic Development Council as required in the abatement agreement on _____ (date).

8. Owner / lessee (circle one) filed the annual Application(s) for Property Tax Abatement Exemption (Form 50-116) with Fort Bend Central Appraisal District on

_____ (date).

9. If there are additional requirements under the specific abatement agreement(s) by and between Fort Bend County, Fort Bend County Drainage District, Owner / Lessee noted above, please list requirement(s) and certify compliance here:

At this time, Owner/Lessee (circle one) wishes to designate a different mailing address for notices under the terms of this abatement agreement.

NEW NOTIFICATION ADDRESS:

To Owner / Lessee :
(circle one)

Please indicate the basis for your authority to represent the property owner in filing this certificate:

_____ Officer of the company _____ General Partner of the company

_____ Attorney for property owner

_____ Agent for tax matters appointed under Tax Code Section 1.111 (copy of completed Form 50-162 filed with Fort Bend Central Appraisal District)

I _____, swear or affirm the following:
(print name)

- To the best of Company's knowledge and belief, each fact contained in this certificate is true and correct, and that Company is in compliance with the terms of the Agreement.
- Company understands that this Certificate is being relied upon by the County in connection with the tax abatement provided for in the Agreement.
- Company understands the consequences for noncompliance with the abatement agreement.
- The undersigned signatory has the legal and express authority to sign this Certificate on behalf of Company.

Signature of Authorized Representative: _____

Title of Authorized Representative: _____

Phone Number: _____

Email Address: _____

Mailing Address: _____

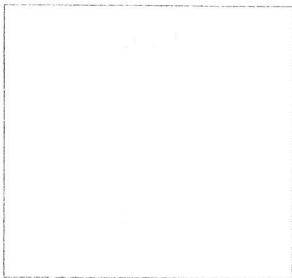
SWORN TO and SUBSCRIBED before me on this the _____ day

of _____ A.D. _____

NOTARY PUBLIC _____

STATE OF _____, COUNTY OF _____

MY COMMISSION EXPIRES _____



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Si Environmental, LLC
Rosenberg, TX United States

Certificate Number:
2020-594977

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County Drainage District

Date Filed:
03/03/2020

Date Acknowledged:
03/26/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Fort Bend DD 032420-2
Water and Wastewater Service Company

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Haley, Jeff	Rosenberg, TX United States	X	
	Pence, Charles	Rosenberg, TX United States	X	
	Virotec, LLC	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-594966

Date Filed:
03/03/2020

Date Acknowledged:
03/26/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SIE Real Estate Services, LLC
Rosenberg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County Drainage District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Fort Bend DD 032420-2
Water and Wastewater service company

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	JCNCH, LLC	RICHMOND, TX United States	X	
	Cape Warner, LLC	Rosenberg, TX United States	X	
	Johnson 2016 Children's Trust	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)