

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contract, agreement, obligation, or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- (X) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- () Other.

Date: 8-31, 2010.  City Controller of the City of Houston

FUND REF: N/A AMOUNT: N/A ENCUMB. NO.: GN 64002-11

City of Houston, Texas, Ordinance No. 2010- 688

AN ORDINANCE APPROVING AND AUTHORIZING A TAX ABATEMENT AND CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS AND SOUTHERN FOODS GROUP, LLC FOR CERTAIN PROPERTY LOCATED WITHIN THE DEAN FOODS D/B/A SOUTHERN FOODS GROUP, LLC REINVESTMENT ZONE; MAKING FINDINGS AND CONTAINING PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the City Council hereby approves and authorizes the contract, agreement, or other undertaking ("Agreement") described in the title of this Ordinance, in substantially the form of the document attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute the Agreement described in the title of this Ordinance and all related documents on behalf of the City of Houston and to take all actions necessary to effectuate the City's intent and objectives in approving the Agreement in the event of changed circumstances. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. That the City Council hereby finds that the terms of the Agreement authorized by this Ordinance meet the guidelines and criteria of Chapter 44 of the Code of Ordinances, Houston, Texas relating to tax abatement; that the property subject to abatement under the Agreement authorized by this Ordinance lies within the Dean Foods d/b/a Southern Foods Group, LLC Reinvestment Zone, a designated reinvestment zone authorized by Chapter 312 of the Texas Tax Code and Section 44-122 of the Code of Ordinances, Houston, Texas; that this Agreement will result in no substantial potential adverse effect on the provision of City services or the tax base; and that the planned use of the property as a principal manufacturing facility for the purpose of producing and distributing dairy and other products will not constitute a hazard to public safety, health or morals.

Section 3. That the City Council finds that the terms of the Agreement are consistent with the provisions of Ordinance No. 99-674, by which the City established an economic development program pursuant to Chapter 380 of the Texas Local Government Code and Article III, Section 52-a of the Texas Constitution. The Director of the Planning and Development Department, designated as program administrator by Ordinance No. 99-674, has designated the Deputy Director of Economic Development and TIRZ of the City Finance Department as program administrator (the "Program Administrator"), as authorized by that Ordinance. Ordinance No. 99-674 provides that the Program Administrator may propose an application for Chapter 380 assistance that does not meet all of the criteria of Ordinance No. 99-674 if, in the opinion of the Program Administrator, the application is otherwise meritorious. The Program Administrator has determined that, while the Agreement does not meet all of the criteria of Ordinance No. 99-674, it is otherwise meritorious, and has recommended it to the City Council for approval. The City Council finds that the project contemplated by the Agreement will diversify the economy of the City, develop and expand business and commercial activity in the City, and, to the extent that the terms of the Agreement do not meet all of the criteria of Ordinance No. 99-674, the proposed project is otherwise meritorious.

Section 4. That the Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such contracts, agreements, or other undertakings described in the title of this Ordinance, in the event of changed circumstances.

Section 5. That the City Attorney is hereby authorized to take all actions necessary to enforce all legal obligations under such contracts, agreements, or other undertakings without further authorization from the City Council.

Section 6. That the City Council officially finds, determines, recites, and declares that sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings law, Chapter 551, TEX. GOV'T CODE (Vernon's 2010), as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 7. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.


PASSED AND ADOPTED this 1st day of September, 2010.

APPROVED this ____ day of _____, 2010.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is SEP 07 2010.


City Secretary

(Prepared by Legal Department )
(DRC:drc August 30, 2010) Assistant City Attorney
(Requested by Andy Icken, Chief Development Officer, Office of the Mayor)
(L. D. File No. 0611000124001)

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**CAPTION PUBLISHED IN DAILY COURT
REVIEW**

DATE: SEP 07 2010

AYE	NO	
✓		MAYOR PARKER
• • • •	• • • •	COUNCIL MEMBERS
✓		STARDIG
✓		JOHNSON
✓		CLUTTERBUCK
✓		ADAMS
✓		SULLIVAN
✓		HOANG
✓		PENNINGTON
✓		GONZALEZ
✓		RODRIGUEZ
✓		COSTELLO
✓		LOVELL
✓		NORIEGA
✓		BRADFORD
ABSENT-CITY BUSINESS		JONES
CAPTION	ADOPTED	

TAX ABATEMENT AND CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This **TAX ABATEMENT AGREEMENT** ("Agreement") is made by and between the **CITY OF HOUSTON, TEXAS**, a municipal corporation and home-rule city (the "City"), and **SOUTHERN FOODS GROUP, LLC**, a foreign limited liability company and wholly-owned subsidiary of Dean Foods Company (the "Owner"), authorized to transact business in the State of Texas and owner of interest in real property located within the Zone (defined in Section 1 below). The City and the Owner may be referred to singularly as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the creation and retention of job opportunities in the City is paramount to the City's continued economic development; and

WHEREAS, the Owner desires to continue to operate, and expand and construct a "manufacturing facility," as defined in Section 44-121 of the Code of Ordinances, Houston, Texas, to be used by the Owner as a principal manufacturing facility for the purpose of producing and distributing dairy and other products; and

WHEREAS, the Owner filed a written application for tax abatement dated as of April 7, 2010, in accordance with Section 44-123 of the Code of Ordinances; and

WHEREAS, the City Council finds that it is reasonably likely that this Agreement will contribute to the retention, expansion, and creation of primary employment and will attract major investment in the Zone that would be a benefit to property within the Zone and that would contribute to the economic development of the City; and

WHEREAS, the City Council finds that the Improvements (defined in Section 1 below) are practical and are of benefit to the area within the Zone and to the City; and

WHEREAS, the City Council finds that there will be no substantial potential adverse effect on the provision of City services or on the tax base caused by this Agreement; and

WHEREAS, the Owner has represented that the facility will be designed and constructed to meet all applicable federal, state, and local environmental regulations, and that the construction and operation of the facility will not result in environmental degradation or hazard; and

WHEREAS, the City Council finds that the planned use of the Improvements, when constructed and operated in accordance with applicable environmental standards, will not constitute a hazard to public health, safety, or morals; and

WHEREAS, the City Council finds that the terms of this Agreement meet the applicable requirements of Chapter 44, Article IV, of the Code; and

WHEREAS, Section 44-120(a) of the Code contemplates that the City may offer incentives other than tax abatement, such as “beneficial land exchanges and right-of-way abandonment,” that could provide “mutual benefit to the [C]ity and the proposed development”; and

WHEREAS, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380, Texas Local Government Code, as amended (“Chapter 380”), the City is authorized to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, by Ordinance No. 99-674 adopted by City Council on June 20, 1999 ("Ordinance No. 99-674"), the City established the City of Houston Chapter 380 Program, pursuant to the provisions of Chapter 380, and adopted criteria for Chapter 380 assistance; and

WHEREAS, Section 2 of Ordinance No. 99-674 provides that the Director of the City's Planning and Development Department or such Director's designee shall administer the Chapter 380 Program (the "Program Administrator" or "Director") and may propose an application for Chapter 380 assistance that does not meet all of the criteria if, in the opinion of the Program Administrator, the application is otherwise meritorious; and

WHEREAS, the Director of the Planning and Development Department has designated the Deputy Director of Economic Development and TIRZ in the Department of Finance as Program Administrator; and

WHEREAS, to construct the new manufacturing facility, the Owner has acquired private property contiguous to its current site and desires to create a consolidated "campus" for its facility; and

WHEREAS, several public streets that terminate into the proposed campus and that do not provide for traffic through the facility prevent the creation of the facility campus; and

WHEREAS, the Owner has formally requested the City to abandon certain street rights-of-way, and the City Council desires to approve the abandonment of the street rights-of-way, subject to certain conditions that the Owner must satisfy, including providing the City a Letter of Credit, payment of the fair market value of the street rights-of-way, net of easements or other land conveyed to the City, fees related to the

abandonment of the street rights-of-way, and payment of the depreciated value of any sanitary sewer lines, manholes, water lines, and fire hydrants being abandoned, as described in EXHIBIT 4 attached hereto; and

WHEREAS, the Owner has offered to exchange with the City certain other land owned by the Owner for a portion of the street rights-of-way; and

WHEREAS, to give the City the opportunity to conduct due diligence on the land, the Owner will give the City a period of ninety (90) days from the Effective Date of this Agreement to exercise an option to acquire all or a portion of the land at no cost to the City as described in EXHIBIT 5 attached hereto; and

WHEREAS, to induce the Owner to make the Improvements, the City Council desires to grant to the Owner, pursuant to Chapter 380, the value of the street rights-of-way that the Owner would otherwise be required to pay upon the City's abandonment of the street rights-of-way; and

WHEREAS, it is the Program Administrator's opinion and recommendation that, even though the Project proposed to be developed by the Owner does not meet all of the criteria for Chapter 380 assistance, the Project is otherwise meritorious as contemplated by Ordinance No. 99-674; and

WHEREAS, the City Council finds that the incentives offered to the Owner will advance the Project which, in turn, will diversify the economy, develop and expand business and commercial activity in the City, and, to the extent that the Project does not meet all of the criteria for Chapter 380 assistance, it is otherwise meritorious; **NOW, THEREFORE**, for and in consideration of the premises and mutual promises stated herein, the Parties agree as follows:

1. Definitions

The following capitalized terms shall have the meanings assigned to them below, unless otherwise defined or the context clearly requires otherwise.

"Abated Property" means the improvements to the Real Property of the Owner, as more fully described in Section 3(a) below.

"Abatement Period" means that period which commences on the first day of the Effective Date of Abatement and ends four (4) years thereafter.

"Base Year Value" means the assessed value of eligible property on January 1st preceding the execution of the Agreement plus the agreed upon value of eligible property improvements made after January 1st, but before the execution of the Agreement.

"Chapter 44" means Article IV, Tax Abatement, of the Code, as amended.

"Chapter 380" means Chapter 380 of the Texas Local Government Code, as amended, authorizing economic development programs.

"City" means the City of Houston, Texas.

"City Council" means the City Council of the City of Houston, Texas.

"Code of Ordinances" means the Code of the City of Houston, Texas, as amended.

"Department" means the City's Finance Department or its successor.

"Director" means the director of the Department or his or her designee, or any person who may be designated in writing by the Mayor to perform the functions delegated to the Director in this Agreement, but only for so long as the designations remain in effect.

"Effective Date of Abatement" means the January 1st immediately following the date that the last certificate of occupancy for the Improvements is issued by the City.

"Facility" means the manufacturing facility defined in Section 44-121 of the Code.

"HCAD" means the Harris County Appraisal District.

"Improvements" means the improvements to the Real Property made by the Owner, more fully described in Section 5, below, constituting the Abated Property.

"Ordinance" means City Ordinance No. 2010-_____ creating the Zone.

"Ordinance No. 99-674" means the ordinance adopted by City Council on June 20, 1999 establishing the City of Houston Chapter 380 Program, pursuant to the provisions of Chapter 380 of the Texas Local Government Code, and adopting criteria for Chapter 380 assistance.

"Owner" means Southern Foods Group, LLC, a foreign limited liability company authorized to transact business in the State of Texas, and a wholly-owned subsidiary of Dean Foods Company.

"Permanent employee" means an individual who works for, and is an employee of, the Owner and works a minimum of thirty-five (35) hours in a seven-day period, and reports to work in the Zone, excluding any contract employee, seasonal employee, or part-time employee.

"Program Administrator" means the Deputy Director of Economic Development and TIRZ in the Department of Finance who shall administer the Chapter 380 program portion of this Agreement.

"Project" means the facility to be used by the Owner on the Real Property as more fully described in Section 5(c) below.

"Real Property" means the land to be improved, as more fully described in Section 3(a) below.

"RTU" means refrigerated transport unit.

"Tax Code" means the Texas Tax Code, as amended.

"Zone" means the Dean Foods d/b/a Southern Foods Group, LLC Reinvestment Zone, which is more particularly described in Exhibit "B" of the Ordinance.

2. Authorization

This Agreement is authorized by Chapter 44, Article IV of the Code, which establishes the property tax abatement program for properties in designated reinvestment zones, by the Ordinance, and by Chapter 380, which authorizes the City to establish a program to promote economic development and to stimulate business and commercial development in the City.

3. Property

The street addresses and HCAD tax account numbers of the Real Property to be improved under this Agreement are set forth on EXHIBIT 1A attached hereto. The Real Property is described more fully in EXHIBIT 1 attached hereto.

4. Representations and Warranties

(a) The Owner represents that it owns the Real Property.

(b) The Owner represents that it is authorized to execute this Agreement and is authorized to complete the Improvements described in Section 5 below and in EXHIBIT 2 attached hereto.

(c) The Owner represents and warrants that construction of the Improvements described in EXHIBIT 2 will begin after the effective date of this

Agreement (as defined in Section 13 below). The Owner represents that the Real Property comprises approximately 14.64 acres of land.

(d) The Owner represents that no interest in the Real Property or personal property is held or leased by a member of the City Council or a member of the City's Planning Commission.

(e) The Owner represents and warrants that it will invest a minimum of Twenty-One Million Dollars (\$21,000,000) in making improvements to the Real Property by the Effective Date of Abatement, and therefore expects that the HCAD will determine that the value of the Real Property will increase by at least Twenty-One Million Dollars (\$21,000,000) by the January 1st following the Effective Date of Abatement.

(f) The Owner represents and warrants that it will retain employment in the Zone of five hundred thirty-eight (538) permanent employees through the term of this Agreement.

(g) The Owner represents that the Improvements are necessary because its existing facility cannot efficiently and economically provide the required capacity when reasonable allowance is made for necessary improvements.

(h) The Owner represents and warrants that it will operate the Project as described in EXHIBIT 3 attached hereto.

(i) The Owner represents and warrants that the Improvements will be designed, constructed, and operated in accordance with all applicable federal, state, and local environmental regulations. The Owner represents that the Project will not cause environmental degradation or hazard to the Real Property or the environs of the City of Houston.

(j) The Owner represents and warrants that it will comply with the following environmental obligations, some of which were previously set out in the Environmental Compliance Agreement effective July 12, 2007 between Southern Foods Group, L.P. d/b/a Oak Farms Dairy and the City, regardless of whether that agreement terminates:

(1) Continue to enforce the no-idling policy developed under the Environmental Compliance Agreement;

(2) Assure that new construction will provide that no industrial process water will enter into the City's municipal storm water system;

(3) Continue to inspect, and mop and sweep, as necessary, the parking lots;

(4) Stencil all new storm drains at the Facility that were added as a result of the construction with the bilingual warning "No dumping. Drains to Galveston Bay" and replace any stencils that were damaged by the construction;

(5) Develop and implement a preventive maintenance program for the electric RTUs; and

(6) Expand the Facility from its current infrastructure of ninety-four (94) electric outlets to a total of one hundred eighty (180) outlets to enable the refrigeration units to operate on electricity when parked at the Facility. The additional electrical outlets will further reduce diesel engine exhaust and noise from the engines of the parked vehicles at the Facility.

(7) Expand the Facility to contain the entire operation in a single "campus," including relocating the diesel fuel tanks and the case dock, thereby diverting access routes away from the neighborhood surrounding Dodson Elementary School.

(k) The Owner represents and warrants that it will reimburse the City the cost of relocating the elevated surface vent pipe on top of the 60-inch water line, the work of

which must be performed by City personnel, as provided in EXHIBIT 4 hereto, not later than thirty (30) days after receiving an invoice from the City for the relocation.

(l) The Owner represents and warrants that it will pay the City, not later than thirty (30) days after the effective date of this Agreement, the amount of twelve thousand dollars (\$12,000), which is the cost paid by the City for all appraisals of the value of the rights-of-way, easements, and other property to be abandoned or exchanged.

5. Terms of the Agreement

(a) The Owner shall have the Improvements constructed substantially in conformity with the description, plans, and specifications described in EXHIBIT 2 hereto.

(b) The Owner shall complete or cause the Improvements to be completed in accordance with the provisions of EXHIBIT 2 hereto and the City of Houston Building Code. In case of any conflict, the Building Code shall prevail. In addition, the Owner shall comply with Chapter 42 of the Code, if applicable (platting regulations), and all other applicable laws and regulations.

(c) Upon completion of the Improvements, the Owner shall use the Improvements for the proposed use specified in this paragraph during the Abatement Period specified in Section 6 of this Agreement. However, the Director may approve a change from the proposed use, in writing, if the Director determines that the change is consistent with Chapter 44 and with the City's general purpose of encouraging development or redevelopment of the Zone during the Abatement Period specified in Section 6 of this Agreement. The proposed use of the Improvements (unless the Director approves a change in use) is for the production and distribution of dairy and other products, pursuant to and to the extent described in EXHIBIT 3 hereto.

(d) The Owner shall maintain the Improvements in good repair and condition during the Abatement Period specified in Section 6 of this Agreement.

(e) The Owner shall allow City employees to have access to the Real and Abated Property for the purpose of inspecting the Improvements to ensure that the Improvements were completed and maintained in accordance with the terms of this Agreement. All inspections will be made only after giving the Owner at least twenty-four (24) hours' advance notice, and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Project. All inspections will be made with one (1) or more representatives of the Owner and in accordance with the Owner's safety and security procedures. The above shall not act as a limitation on the City's ability to perform any inspections or enter the affected property pursuant to the Code, the Building Code, or otherwise.

(f) The Owner shall provide City employees reasonable access to any relevant records requested and necessary for the purpose of conducting an audit of the Project to ensure compliance with this Agreement. Any such audit shall be made only after giving the Owner at least seven (7) days' advance notice, and will be conducted in such a manner as to not unreasonably interfere with the operation of the Project. Documents and information provided by the Owner to the City in connection with any audit or other inspections under this Agreement which are confidential or proprietary to Owner shall not be used or disclosed by the City other than for the sole purpose of determining the Owner's compliance with the terms and conditions of this Agreement, unless disclosure is otherwise required by state or federal law.

(g) The Owner shall not assign this Agreement without the written approval of the City Council, which approval shall not be unreasonably withheld; provided that the

Director may consent to the assignment of this Agreement if the assignment is to an affiliated entity of the Owner and the Owner is in compliance with all terms of this Agreement. In addition, any assignment must comply with the provisions of Section 44-134 of the Code.

(h) Not later than February 1st of each year during the Abatement Period, the Owner shall submit to the Director and the Chief Appraiser of HCAD an employee count for the Project. The employee count submitted shall correspond to the employee count reported by the Owner in its "Employer's Quarterly Report" to the Texas Workforce Commission. The employee count submitted by the Owner shall be used to determine abatement eligibility for that year and be subject to audit, if requested by the Director, pursuant to the provisions of subsection (h) of Section 44-133 of the Code. The Owner, if requested by the Director, shall have an independent audit prepared of the employment/employee count documentation and shall submit the audit to the Director for use in complying with the requirements of this subsection. The Director shall certify to the Chief Appraiser of HCAD whether the Owner is in compliance with the employment requirements of this Agreement.

(i) This Agreement may be amended at any time upon the mutual written consent of all Parties hereto, subject to approval by the City Council.

(j) The Owner shall annually file the appropriate form with HCAD to qualify for tax abatement. In addition, the Owner shall annually render with HCAD the value of all personal property located at 3430 Leeland, Houston, Texas, 77003, during the Abatement Period.

(k) On or before January 1st of each year the Agreement is in effect, the Owner shall provide the Director a sworn statement that includes a delineation of the

number of permanent employees, contract employees and part-time employees of the Owner as of the immediately preceding December 1st, who report to work in the Zone at each site covered by the Agreement.

(l) Contract employees and part-time employees may be used to comply with the Owner's contractual obligation to create/retain jobs on a full-time equivalency basis for any number of jobs; provided that full-time equivalent jobs shall only be used to satisfy the Owner's contractual obligation if the Owner maintains a minimum of twenty-five (25) permanent employees who work on the Project within the Zone.

(m) On or before January 1st of each year that the Agreement is in effect, the chief financial officer of the Owner shall provide the Director a sworn statement that the Owner is and has been in compliance in the prior year with all Agreement provisions.

(n) A chief financial officer of the Owner who cannot make the sworn statement required by paragraph (m) above on any January 1st shall provide the Director with a written statement identifying any provision of the Agreement with which the Owner is not or has not been in full compliance.

(o) Failure by the chief financial officer of the Owner to timely provide the Director with either the sworn statement required by paragraph (m) above or the statement required by paragraph (n) above will result in automatic default under this Agreement for which no notice of default or opportunity to cure shall be required.

6. Tax Abatement

(a) The estimated value to be abated is Twenty-One Million Two Hundred Seventy-Five Thousand Dollars (\$21,275,000). The Base Year Value is Twenty-Five Million Five Hundred Ninety-Nine Thousand Five Hundred Eighteen Dollars (\$25,599,518).

(b) Abatement on the Improvements specifically listed in EXHIBIT 2 hereto shall be permitted only for the value of new "eligible property" constructed or added after the effective date of this Agreement as provided in Section 44-127 (b) and (d) of the Code, subject to the limitation stated in Section 5 of this Agreement. Abatement shall not be permitted for the value of eligible new improvements exceeding the amount of Twenty-One Million Dollars (\$21,000,000). In addition, this exemption from taxation is specifically subject to the rights of the holders of outstanding bonds of the City. This abatement shall be granted effective January 1st immediately following the date the final certificate of occupancy for the Improvements is issued by the City (the "Effective Date of Abatement"). The portion of the value of new eligible Improvements subject to the abatement shall be fifty percent (50%) per year for a period of four (4) years (the "Abatement Period") from the Effective Date of Abatement. In no case shall the Abatement Period, inclusive of the construction period, exceed four (4) years from the Effective Date of Abatement.

(c) From the Effective Date of Abatement to the end of the Abatement Period, taxes shall be payable as follows:

(1) The value of ineligible property as defined in Section 44-127(e) of the Code, including the value of the Real Property, shall be fully taxable;

(2) The Base Year Value of eligible property shall be fully taxable. All ineligible property shall be fully taxable. All property except for the value up to Twenty-One Million Dollars (\$21,000,000) of the Abated Property, as described in Section 44-127(a)-(d) of the Code, shall be fully taxable.

(3) The additional value of the Improvements constructed or installed after the effective date of this Agreement, as determined each year, shall be taxable in accordance with Section 6(b) of this Agreement.

(d) The City shall enter into only one tax abatement agreement for the Project described in this Agreement during the existence of the Zone.

7. Economic Development Incentives

(a) To create the Facility, the Owner must acquire the rights-of-way of and close certain existing City streets which will become part of the Owner's expanded and improved site. The City agrees to abandon the rights-of-way of the streets described in EXHIBIT 4 hereto, subject to the Owner's having fulfilled the conditions listed in EXHIBIT 4 hereto, and having provided a Letter of Credit, paid the fair market value of the street rights-of-way, net of easements or other land conveyed to the City, paid the three hundred dollar (\$300) per parcel fee for abandonment, and paid the depreciated value of any sanitary sewer lines, manholes, water lines, and fire hydrants being abandoned. As an incentive, the City agrees to make a Chapter 380 grant to the Owner of the amount that the Owner would otherwise be required to pay the City for abandoning the street rights-of-way, including fees related to the abandonment, and for the depreciated value of sanitary sewer lines, manholes, water lines, and fire hydrants.

(b) The Owner has offered to exchange with the City certain other land owned by the Owner, described in EXHIBIT 5 and EXHIBIT 5A attached hereto (the "Land"), for a portion of the street rights-of-way and, to provide the City an opportunity to conduct due diligence, the Owner will allow the City a period of ninety (90) days from the effective date of this Agreement to exercise an option to acquire all or a portion of the Land at no cost to the City.

8. Default and Recapture

(a) Events of Default

The Owner shall be in default of this Agreement if any of the following occur at any time during the term of this Agreement:

(1) The Facility is completed and begins producing or providing the product or service described in this Agreement, but subsequently discontinues producing or providing the product or service for any reason excepting fire, explosion, or other casualty or accident or natural disaster;

(2) The Owner fails to comply timely with job creation, investment or payment requirements pursuant to this Agreement;

(3) The Owner fails to comply timely with any material term of this Agreement;

(4) The Owner fails to file any required report or statement or to give any required notice pursuant to this Agreement; or

(5) Employees or designated representatives of the City determine pursuant to an inspection under Section 44-132 of the Code that the Owner has not complied with this Agreement.

(b) Notice

(1) If the Director determines that an event of default has occurred, the Director shall notify the Owner in writing at the address stated in the Agreement, and if the condition of default is not cured within sixty (60) days from the date of the notice, then the City may take any one or more of the following actions set forth in Section 8(d) of this Agreement. Provided, however, that the City shall only be required to give a sixty (60) day notice of default for failure to comply with job creation or investment requirements. The Owner's failure to comply with job creation or investment

requirements is an "incurable default." Within such sixty (60) day notice period, the Owner shall be entitled to question the accuracy of the City's determination of the incurable default but shall not be entitled to cure the default. After the sixty (60) day notice period, if the City concludes that its determination of the incurable default is correct ("noticed incurable default"), then the City shall be entitled to pursue any one or more of the remedies set forth in Section 8(d) of this Agreement.

(2) If the Owner is in default under Section 8(a) of this Agreement, the Owner shall notify the City within ninety (90) days of the default and if the default is one that can be cured hereunder, the default shall be cured within sixty (60) days following the date of the notice of default. If the Owner fails to cure the curable default within such sixty (60) day period, then the City may pursue any one or more of the remedies listed in Section 8(d) of this Agreement.

(c) Cure

(1) In curing an event of default based on any of the items set forth in Section 8(a) of this Agreement, and assuming the event of default is curable and is not an incurable default, the Owner shall provide sufficient evidence to the Director that the default has been cured within sixty (60) days following the date of the notice of default. Sufficient evidence shall include the providing of the information not timely provided and/or providing evidence of the completion of the act(s) not timely performed. The City shall have the right to ask for additional information to confirm the adequate cure of any default.

(d) City Remedies for Default

(1) In the event of a noticed incurable default or a curable default which has not been cured after notice and an opportunity to cure, no tax abatement shall be

allowed for the calendar year in which the default occurs (and thereafter) and the City shall have the right to pursue any one or more of the following remedies: terminate the Agreement; terminate the Owner's right to any future abatement under the Agreement without terminating the Agreement; pursue any and all remedies allowed under the Agreement; and pursue any and all remedies allowed under Texas law.

(2) In addition to the foregoing, in the event of a noticed incurable default or a curable default which has not been cured after notice and an opportunity to cure, the City, in its sole discretion, may recover all or any part of the taxes abated at any time under the Agreement and the value of any economic incentive granted to the Owner pursuant to this Agreement. The Owner shall pay all such taxes and economic incentives to the City within thirty (30) days of the City's written demand therefor. Any taxes or economic incentive not paid timely shall bear interest at the rate of twelve percent (12%) annually; and

(3) Notwithstanding the foregoing, the Director and the City Attorney are hereby authorized to negotiate and enter into amendments and revisions to the Agreements under which there are noticed incurable defaults or curable defaults which have not been cured after notice and opportunity to cure. In the foregoing circumstances, the Parties are also authorized to negotiate and enter into any other and further agreements they determine best protect the City's interests.

(e) The City's right and authority to pursue any default and to recover abated taxes and economic incentives granted under this Section 8 shall survive the amendment, revision, expiration, or termination of this Agreement.

9. Administration

(a) The Chief Appraiser of HCAD shall annually determine the value of the Improvements listed in EXHIBIT 2 hereto. Each year, the Owner shall furnish the City with such information as may be necessary for calculating the amount of abatement. Once the value of the Improvements has been established and the amount of the abatement calculated, the Chief Appraiser of HCAD shall notify the affected jurisdictions that levy taxes of the amount of assessment.

(b) Upon completion of construction of the Improvements, the Director shall annually evaluate the Facility receiving abatement to ensure compliance with this Agreement and prepare a report of any violations of this Agreement.

10. Compliance with Applicable Government Regulations

Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Owner to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

11. Merger

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

12. Notices

All notices shall be in writing and unless hand-delivered, shall be sent by U.S. Mail certified, return receipt requested. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner: Southern Foods Group, LLC
Attn: Shaun Young
Vice President, Operations
2711 N. Haskell Ave., Suite 3400
Dallas, Texas 75204

with a copy to:

Dean Foods Company
2711 N. Haskell Ave., Suite 3400
Dallas, Texas 75204
Attn: Legal Department

To the City: Mailing Address:
Director
Finance Department
P. O. Box 1562
Houston, Texas 77251

Physical Address:

Director
Finance Department
611 Walker, 10th Floor
Houston, Texas 77002

Each Party may designate a different address by giving the other Party written notice ten (10) days in advance of such designation.

13. Effective Date

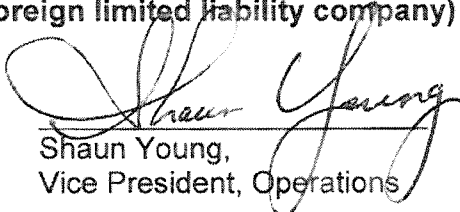
The effective date of this Agreement is the date the Agreement is approved by the Mayor and City Council.

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

[Execution page to follow]

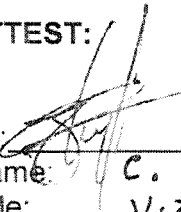
SOUTHERN FOODS GROUP, LLC
(a foreign limited liability company)

By:


Shaun Young,
Vice President, Operations

ATTEST:

By:


Name: C. Shay Braun
Title: Vice President

CITY OF HOUSTON, TEXAS

Mayor

ATTEST/SEAL:

City Secretary

COUNTERSIGNED:

City Controller

DATE COUNTERSIGNED:

APPROVED:

Director, Finance Department

APPROVED AS TO FORM:

Assistant City Attorney
L.D. File No. 0611000124001

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

**Metes and Bounds Oak Farms Dairy Survey dated August 22, 2010 and
Boundary Map dated August 22, 2010**

**METES AND BOUNDS DESCRIPTION
OAK FARMS DAIRY
14.64 ACRES (637,529 SQUARE FEET)
HENRY THURWACHTER SURVEY, A-75
J. WELLS SURVEY, A-832
HOUSTON, HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 14.64 acres (637,529 square feet) of land situated in the Henry Thurwachter Survey, A-75 and in the J. Wells Survey, A-832, Harris County, Texas, comprising the following City of Houston Abandonment Parcel No's (No's.) SY10—011A, SY10—011B, SY10—011C, SY10—011D, and SY10—011E, along with a portion of Denver Street abandoned by Ordinance (Ord.) Number (No.) 2000-315 and Trinidad Street Abandoned by Ord. No. 2001-315, a portion of Blocks 536 and 540 of South Side Buffalo Bayou (SSBB) (UNRECORDED), and also all of the property bounded on the northwest by Velasco Street called Parcel Number 1 (80 feet wide) and Parcel No. 2 (100 feet wide) conveyed to the City of Houston as recorded under Harris County Clerk's File (H.C.C.F.) No. Y816539, bounded on the southeast by Sampson Street (called 40 feet wide) and a portion of Sampson Street which was abandoned by Ord. No. 2008-756, and bounded on the southwest by Leeland Avenue, said 14.64 acres being more particularly described by Metes and Bounds as follows (Bearings and Coordinates shown hereon are Texas State Plane, South Central Zone No. 4204 Grid Coordinates, (NAD 83) and may be brought to Surface by applying the following combined scale factor (0.99988706519);

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" (X=3,126,774.07 Y=13,835,095.11) set marking the intersection of the northeast R.O.W. line of Leeland Avenue (called 80 feet wide) (width varies — as monumented) with the southeast R.O.W. line of said Velasco Street (100 feet wide) of said Parcel No. 2 and marking the west corner of the herein described tract;

THENCE, North 32°56'09" East, along the southeast R.O.W. line of said Velasco Street, a distance of 715.38 feet to a found 1/2-inch iron rod in the south line of the aforesaid J. Wells Survey and the aforesaid Block 536 of SSBB, same being in the north line of the aforesaid Henry Thurwachter Survey, marking an angle point in the southeast R.O.W. line of said Velasco Street and the north corner of Block 1 of the W.J. Perry Addition recorded in Vol. 73, Pg. 56 of the Harris County Deed Records (H.C.D.R.), same being an interior corner of the herein described tract;

THENCE, North 72°41'52" West, continuing along the southeast R.O.W. line of said Velasco Street and the south line of said J. Wells Survey and said Block 536 of SSBB, same being the north line of said Henry Thurwachter Survey, a distance of 7.97 feet to a found 1/2-inch iron rod marking the south corner of the aforesaid Parcel Number 1 of said Velasco Street (80 feet wide) and the most westerly north corner of the herein described tract;

THENCE, North 32°56'09" East, departing the south line of said J. Wells Survey and the north line of said Henry Thurwachter Survey and along the southeast line of said Parcel No. 1, a distance of 47.21 feet to a found 1/2-inch iron rod marking the north corner of the herein described tract;

THENCE, South 57°07'55" East, departing the southeast R.O.W. line of said Velasco Street and over and across said Block 536 of the aforesaid SSBB, a distance of 172.01 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the south line of said Block 536 of SSBB and of the aforesaid J. Wells Survey, same being in the north line of said Henry Thurwachter Survey and of Block 1 of the aforesaid W.J. Perry Addition, and marking an angle point;

THENCE, South 72°43'53" East, continuing along the south line of said J. Wells Survey, same being in the north line of said Henry Thurwachter Survey and of Block 1 of said W.J. Perry Addition, a distance of 164.04 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the south corner of Roberts Street (80 feet wide) per said SSBB, the west corner of Block 540 of said SSBB, and marking an angle point;

THENCE, South 73°14'46" East, continuing along the south line of said J. Wells Survey and Block 540 of said SSBB, same being in the north line of said Henry Thurwachter Survey and of Block 1 of said W.J. Perry Addition, a distance of 238.30 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking an interior corner of the herein described tract;

THENCE, North 32°52'06" East, departing the south line of said J. Wells Survey and Block 540 of said SSBB, same being the north line of said Henry Thurwachter Survey and of Block 1 of said W.J. Perry Addition over and across Block 540 of said SSBB, a distance of 39.75 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the southwest R.O.W. line of Polk Street (80 feet wide) and marking the most easterly north corner of the herein described tract;

THENCE, South 57°07'54" East, along the southwest R.O.W. line of the aforesaid Polk Street and the northeast line of Block 540 of said SSBB, a distance of 86.96 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the intersection of the southwest R.O.W. line of said Polk Street with the west R.O.W. line of the aforesaid Sampson Street and the east corner of the herein described tract;

THENCE, South 17°21'33" West, along the west R.O.W. line of said Sampson Street and the aforesaid portion of Sampson Street which was abandoned, a distance of 516.70 feet to an angle point in the west line of said portion of Sampson Street which was abandoned;

THENCE, South 17°15'49" West, along the west line of said portion of Sampson Street which was abandoned, a distance of 408.95 feet to a point in the north R.O.W. line of the aforesaid Leeland Avenue (width varies), same being the south corner of the herein described tract;

THENCE, along the north R.O.W. line of said Leeland Avenue (width varies), the following seven (7) courses and distances;

North 72°44'11" West, a distance of 72.90 feet to an angle point and the beginning of a curve to the right;

Northwesterly, an arc distance of 66.94 feet, having a central angle of 08°20'16", a radius of 460.00 feet, and a chord which bears North 66°49'55" West, 66.88 feet to a point of tangency;

North 62°39'47" West, a distance of 72.65 feet to an angle point;

North 55°41'53" West, a distance of 52.08 feet to an angle point;

North 45°30'30" West, a distance of 67.26 feet to an angle point;

North 39°16'54" East, a distance of 6.21 feet to an angle point;

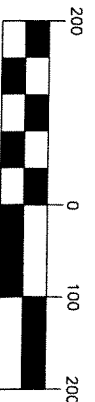
North 57°19'11" West, a distance of 561.60 feet to the **POINT OF BEGINNING** and containing 14.64 acres (637,529 square feet) of land. This description is based on a Boundary Exhibit made by Terra Surveying Company, Inc., dated August 22, 2010, TSC Job No. 1905-0901-S.

Compiled by: Greg Mata
Checked by Robert Gabler, R.P.L.S.
Reviewed by: Ernest Roth, R.P.L.S.
Terra Surveying Company, Inc.
3000 Wilcrest Drive, Suite 210
Houston, Texas 77042
August 22, 2010
TSC Project Number 1905-0901-S
14.64AcMB(TaxAbatement).doc



DENOTES THE BOUNDARIES OF THE
 STREET ABANDONMENT PARCELS.
 DENOTES THE PERIMETER BOUNDARY OF
 OAK FARMS DAIRY.

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	66.94	460.00'	08°20'16"	N66°49'55"W 66.88'



J. WELLS SURVEY A-832

POLK STREET
(60' R.O.W.)

ROBERTS STREET
(80' R.O.W.) (PER S.S.B.B.)

VELASCO STREET
 (80' R.O.W.)
 PARCEL NO. 1
 CITY OF HOUSTON
 H.C.C.F. NO. Y816539

PARCEL NO. 2
 CALLED 32.6685 ACRES
 CITY OF HOUSTON
 H.C.C.F. NO. Y816539

VELASCO STREET
(100' R.O.W.)

74.15'

LEELAND AVENUE
(80' R.O.W.)
(VOL. 2, PG. 37 H.C.M.R.)

ROBERTS STREET
(80' R.O.W.)

78.47'

LEELAND AVENUE L13
(60' R.O.W.)
(VOL. 2, PG. 37 H.C.M.R.)

80.00'

SAMPSON STREET
(80' R.O.W.)

1/2" IR

L11 L10

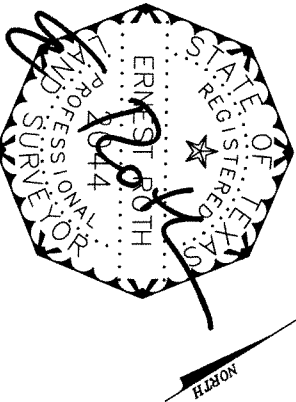
LEELAND AVENUE
(WIDTH Varies)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 72°41'52" W	7.97'
L2	N 32°56'09" E	47.21'
L3	S 57°07'55" E	172.01'
L4	S 72°43'53" E	164.04'
L5	N 32°52'06" E	39.75'
L6	S 57°07'54" E	86.96'
L7	S 17°21'33" W	516.70'
L8	S 17°15'49" W	408.95'
L9	N 72°44'11" W	72.90'
L10	N 62°39'47" W	72.65'
L11	N 55°41'53" W	52.08'
L12	N 45°30'30" W	67.26'
L13	N 39°16'54" E	6.21'

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE, SOUTH CENTRAL ZONE NO. 4204 GRID COORDINATES, (NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR (0.99988706519).
2. THERE EXIST A SEPARATE METES AND BOUNDS DESCRIPTION OF THIS TRACT.
3. CORNERS HAVE NOT BEEN STAKED UNLESS NOTED OTHERWISE.

ABBREVIATIONS LEGEND:
 ABAN. ABANDONED
 CM. CONTROLLING MONUMENT
 FND. FOUND
 H.C.C.F. HARRIS COUNTY CLERK'S FILE
 H.C.D.R. HARRIS COUNTY DEED RECORDS
 H.C.M.R. HARRIS COUNTY MAP RECORDS
 I.R. IRON ROD
 NO. NUMBER
 ORD. ORDINANCE
 R.O.W. RIGHT-OF-WAY
 SET 5/8" IR SET 5/8" IR
 WITH PLASTIC CAP STAMPED
 TERRA SURVEYING
 VOL. VOLUME
 PG. PAGE



A BOUNDARY EXHIBIT OF "OAK FARMS DAIRY"
 14.64 ACRES (637,529 SQ. FT.)
 HENRY THURWACHTER SURVEY, A-75 &
 J. WELLS SURVEY, A-832
 HOUSTON, HARRIS COUNTY, TEXAS

TERRA

SURVEYING CO., INC.

3000 WILCREST DRIVE
 SUITE 210
 HOUSTON, TEXAS 77042
 (713) 993-0327
 FAX (713) 993-9231

FIELD BOOK: N/A
KEY MAP: 493 V & 494 S
SCALE: 1" = 200'
JOB NO. 1905-0901-S
DATE: August 22, 2010
DRAWN BY: G. Mata
CHECKED BY: ER
DWG. NO. Tax Abatement

EXHIBIT 1A

<u>Tax Account Number</u>	<u>Street Address</u>
0410310180005	Main Plant
0352520000003	3310 Bell
0352520000001	1513 Roberts
0352520000013	1511 Bell
0042270000003	3316 Denver
0352500000001	Lot 7
0070880030001	Main Plant
0022600000005	3320 Polk Street
0322170000020	3325 Clay Street
0042250000003	3321 Denver Street
0042250000004	3315 Denver Street
0042250000005	3309 Denver Street
0042250000006	3305 Denver Street
0042250000007	3219 Denver Street
0042250000008	3213 Denver Street
0042250000009	3207 Denver Street
0042270000004	Denver Street
0042270000005	Denver Street
0042270000006	3306 Denver Street
0022560000002	Velasco Street
0291060000022	3312 Clay Street
0291050000001	3325 Clay Street
0291050000010	3219 Clay Street
0291050000011	3213 Clay Street
0291050000013	3201 Clay Street
0291060000001	3318 Clay Street
0291060000002	4414 Clay Street
0291060000003	3314 Clay Street
0291060000004	3310 Clay Street
0291060000006	3208 Clay Street
0291060000008	3304 Clay Street
0291060000012	3210 Clay Street
0291060000015	3202 Clay Street
0291060000019	3114 Clay Street
0291060000024	3302 Clay Street
0291060000025	4414 Clay Street
0291060000041	3208 Clay Street
0042250000010	3205 Clay Street
0410310270009	3430 Leeland
0070880040001	3425 Leeland
1242540010001	3430 Leeland
0300110000005	Office corner at Sampson

EXHIBIT 2

ABATED PROPERTY

The scope of the work for new construction consists of the fast track design and construction of (total 82,491 Sq Ft):

- Refrigerated Cooler - 34,500 Sq Ft
- Empty Case Dock – 13,200 Sq Ft
- Milk Receiving Building – 6,407 Sq Ft
- Engine/Electrical Room – 1,766 Sq Ft
- Attached Two-Story Battery Charge/Hydraulic/Electrical Rooms – 1,289 Sq Ft
- Case Bridge – 802 Sq Ft
- Security Station – 427 Sq Ft
- New Filling Room, Dry Good Staging and Storage, Container Storage, Regrind and Blow Mold Rooms – 24,100 Sq Ft

In addition new on-site concrete storage for 95 trailers and 141 bobtail trucks included. The site work also includes (1) new entrance from Leeland Avenue, a new scale foundation with the existing scale relocated, (2) relocated diesel fuel double wall storage tank.

EXHIBIT 3

PROJECT SUMMARY AND ECONOMIC ANALYSIS

PROJECT Happy Cows

BRIEFING REPORT

April 25, 2010

PREPARED FOR:

City of Houston Finance Department - Economic Development

Dean Foods Company/Oak Farms Dairy

CONSULTANT CONTACT:

Michael Mullis
President & CEO
J. M. Mullis, Inc.
901-753-0373 (P)
mmullis@jmmullis.com

COMPANY/PROJECT OVERVIEW

Parent Operation

Dean Foods Company, together with its subsidiaries, operates as a food and beverage company in the United States. It manufactures, markets, and distributes various branded and private label dairy case products, including half-and-half, sour and whipping cream, dairy coffee creamers, and ice cream mix; ice cream and ice cream novelties; yogurt, cottage cheese, sour cream, and dairy-based dips; fruit juice, fruit-flavored drinks, ice tea, and water; and butter, cheese, eggs, and milk shakes. The company also offers soy related products, such as silk soymilk, cultured soy products, and soy-based beverages and food products; milk; and organic and fluid dairy products.

It sells its products through an internal sales force and independent brokers to the retailers, distributors, foodservice outlets, educational institutions, governmental entities, grocery stores, club stores, natural foods stores, mass merchandisers, convenience stores, and drug stores.

The company was formerly known as Suiza Foods Corporation and changed its name to Dean Foods Company in December 2001. Dean Foods Company was founded in 1925 and is headquartered in Dallas, Texas.

Subsidiary Operation – Houston/Harris County Operation

Headquartered in Dallas, Oak Farms Dairy is a subsidiary of Dean Foods, the nation's leading processor and distributor of fresh milk and dairy products. Oak Farms has milk plants in San Antonio, Dallas, Houston and Waco. The Harris County location is just southeast of downtown Houston on Leeland Avenue between Polk and the Gulf Freeway. It's the last surviving dairy inside the City of Houston.

The dairy is still at its original location and much of the work takes place in the original building. It began in 1940 as Lone Star Creamery.

Project

Dean Foods is presently investigating the expansion of their existing fluid milk production and distribution operation currently existing in the east end district of the City of Houston. This expansion will consist of renovating existing facilities, constructing new buildings and the creation of a secure campus around the facility.

Project Cont'd

The newly developed campus will be bounded on the south by Leeland Avenue, on the west by Velasco Street, on the north by Polk Street and on the east by Sampson Street. Also included in the new campus will be facilities existing east of Sampson Street between Denver Street and Leeland Avenue. This secure campus will be totally fenced with three entrances. One entrance off Leeland Avenue will allow Dean Foods to receive all their raw products through one gate. The entrance off Polk Street will allow Dean Foods delivery vehicles to leave and return during distribution operations.

The entrance at the intersection of Sampson Street and Denver Street will separate the employee traffic from all other trucking operations creating a more efficient and safe location for employees.

The creation of the new campus will require the acquisition of private property and closure of existing streets. The acquisition of private property is underway. The following streets are in negotiations with the City of Houston for closure:

- Roberts Street running between Leeland Avenue and Denver Street
- Bell Avenue running east of Velasco Street up to the existing property
- Denver Street running east of Velasco Street up to the existing property
- Clay Road running east of Velasco Street up to a point west of Sampson Street

The scope of the work for new construction consists of the fast track design and construction of (total 58,382 Sq Ft):

- Refrigerated Cooler - 34,500 Sq Ft
- Empty Case Dock – 13,200 Sq Ft
- Milk Receiving Building – 6,407 Sq Ft
- Engine/Electrical Room – 1,766 Sq Ft
- Attached Two-Story Battery Charge/Hydraulic/Electrical Rooms – 1,289 Sq Ft
- Case Bridge – 802 Sq Ft
- Security Station – 427 Sq Ft

In addition, new on-site concrete storage for 95 trailers and 141 bobtail trucks is included. The site work also includes (1) new entrance from Leeland Avenue, a new scale foundation with the existing scale relocated, (2) relocated diesel fuel double wall storage tank.

The scope of work for the renovated construction consists of:

- Demolition of the existing case dock, vaults 1 and 2 and the southern portion of vault 4
- The new areas reconstructed in the above demolished areas are a new Filing Room, Dry Good Staging with Receiving Dock, Dry Storage, new Regrind and new Blow Mold and Labeling Rooms – 24,100 Sq Ft
- Removal and replacement of floor slab in the existing vault 4 for new rack and floor chain layout – 29,340 Sq Ft

SUMMARY

Request:	Property tax abatement package on all new real and tangible personal property for 10 years; level at least 50%
	Land swap between Dean Foods and the City of Houston for certain city street closings that would become a part of the total expanded/developed site
	Cost avoidance for an estimated \$400,000 in project development related impact fees
	Accelerated permitting
	EZ Project Designation
Council District:	I
Physical Address:	3430 Leeland, Houston, TX 77003 (Southeast of downtown Houston on Leeland between Polk and the Gulf Freeway)
Project Type:	Consolidation and Upgrade of manufacturing facility & equipment
Jobs:	Retention of 538 persons
Capital Investment:	Up to \$42M

Reason for seeking Abatement:

The project will benefit the Greater Houston region through the economic impact associated with the \$42M expansion investment and retention of 538 jobs (many multi-generational families residing in the east end of the City of Houston and Harris County).

The abatement will make the Houston operation of Oak Farms Dairy more competitive in its ability to compete internally for capital utilized for modernization and ultimately increased production awards with its parent operation Dean Foods and direct competition with other locations in the U.S.

Based on information provided by Oak Farms Dairy, the Greater Houston Partnership's Research Department conducted an economic impact analysis of the proposed expansion of Oak Farms Dairy. This analysis is the same type that the State of Texas uses when evaluating economic development projects.

According to the analysis, the proposed project is estimated to directly and indirectly contribute in the following ways:

- 538 direct jobs retained
- \$42 Million direct capital investment
- 3,648 indirect jobs
- \$1.1 Billion in indirect annual payroll
- \$205 Million in additional spin-off sales in other local businesses
- \$3,329,502 NET Benefit to the City of Houston

The abatement is an important tool in keeping the Houston region at a competitive position to capture economic development investment and job creation. The role of this benefit cannot be overstated. Recruiting new production and helping to expand existing business at the local Oak Farms Dairy location

Reason for seeking Abatement Cont'd:

is a dynamic condition, and the current global and national economic situation has made the competition for internal capital investments with Dean Foods increasingly fierce.

Oak Farms Dairy has a large effect on various services, suppliers and indirect supports and workers beyond the footprint of their specified project. The activity reaches across all districts and jurisdictions of the City of Houston.

The abatement will also offset costs for an estimated \$400,000 in project development related impact fees and Land swap fees between Dean Foods and the City of Houston for certain street closings that would become a part of the Oak Farms Dairy expanded and improved site.

COMPETITIVELY SITED

The competition for the Oak Farms Dairy expansion project is in Dallas/Fort Worth at the company's existing operation in the City of Dallas. The jurisdiction has the ability to offer a competitive incentive package to create cost offsets and aggressively compete for the proposed Dean Foods expansion project.

ECONOMIC AND FISCAL IMPACTS

This analysis was created on the assumption of the retained employment and production at the Houston facility. Obviously, a drop in employment and production would have an impact on the significant contributions Oak Farms is making to not only the City of Houston, but the entire region. *Source: Impact DataSource Fiscal Impact Model – Developed by Jerry Walker for the Greater Houston Partnership – Research Department*

Economic Impact Over the First Ten Years

The following are some of the economic impacts that the area can expect from the firm over the first ten years:

Some of the Economic Impacts of the Firm over the First Ten Years	
Total number of direct and indirect jobs to be created	3,648
Total salaries to be paid to direct and indirect workers	\$1,112,961,858
Total expected additional taxable sales and purchases	\$205,062,222
Total property to be added to local tax rolls over the first ten years	\$38,194,029

Costs and Benefits for Over the First Ten Years

The City can expect the following costs and benefits from the plant and from the retained direct and indirect employees associated with the plant over the first ten years:

Net Benefits for the City Over the First Ten Years	
<u>Benefits:</u>	
Sales tax collections	\$2,050,622
Property tax collections	\$1,215,764
Utility revenues and utility franchise fee collection	\$0
Collection of other taxes and user fees	\$63,116
Total benefits	\$3,329,502
<u>Costs:</u>	
Costs of providing municipal services to new residents	\$0
Costs of providing utility services to new residents and the firm	\$0
Total costs	\$0
Net benefits	\$3,329,502

Net Benefits for All Local Taxing Districts Over the First Ten Years

The city, county, school district and other districts where the plant is located can expect the following costs and benefits from the plant and the retained direct and indirect employees associated with the plant over the first 10 years.

Net Benefits for the City, County, School District, and Special Taxing Districts Over the First Ten Years	
<u>Benefits:</u>	
Sales tax collections	\$6,048,928
Property tax collections	\$8,418,185
Utility revenues	\$0
Utility franchise fees	\$0
Hotel occupancy taxes	\$25,971
Collections of other taxes and user fees	\$0
Building permits	\$46,589
Additional state and federal school funding	\$0
Total benefits	\$14,539,673
<u>Costs:</u>	
Costs of providing services to new residents	\$0
Costs of providing city utility services to new residents	\$0
Costs of providing services to new students	\$0
Reduction in state aid with the addition of new residential and commercial property on school district tax rolls	\$4,258,909
Total costs	\$4,258,909
Net benefits for city, county, school district and special taxing districts	\$10,280,764

Property Taxes that May be Abated for the Firm by Local Taxing Districts

If tax abatement is being considered for the firm, then the following property taxes will be abated or not collected over the first ten years. (10 years at 50%)

Property Taxes that May be Abated Over the First Ten Years		
City:	Houston	\$1,308,383
County	Harris	\$740,294
School district:	Houston	\$0
STD 1:	Harris County Flood Control	\$0
STD 2:	Port of Houston Authority	\$0
STD 3:	Harris County Hospital District	\$0
	Harris County Education	
STD 4:	Department	\$0
STD 5:	Houston Community College	\$0
	East Downtown Management	
STD 6:	District	\$0
STD 7:	Metropolitan Transit Authority	\$0
STD 8:	Harris County Sports Authority	\$0
STD 9:	None	\$0
Total		\$2,048,677

EXHIBIT 4

STREET RIGHTS-OF-WAY TO BE ABANDONED AND CONDITIONS OF ABANDONMENT AND SALE

Proposed Street and Easement Abandonment and Sale and Conveyances Abandonment and Sale of:

- SY10-011A: Clay Avenue, from Velasco Street east to its terminus, 50' right-of-way; 30,364 square feet.
- SY10-011B: Denver Street, from Velasco Street east to its terminus, 40' right-of-way; 22,495 square feet.
- SY10-011C: Roberts Street, from Bell Avenue to Denver Street, 50' right-of-way; 7,887 square feet.
- SY10-011D: Roberts Street, from Leeland Avenue to Bell Avenue, 60' right-of-way; 12,222 square feet.
- SY10-011E: Bell Avenue, from Velasco Street east to its terminus, 50' right-of-way; 24,518 square feet.
- SY10-011O: Roberts Street, from Clay Avenue north ± 100 feet, 20' right-of-way; 2,010 square feet.
- SY10-011M: A 25-foot-wide sanitary sewer easement, being a portion of the former Trinidad Street; 4,722 square feet.
- SY10-011P: A 15-foot-wide storm sewer easement, from the terminus of Bell Avenue to the west right-of-way line of the former Sampson Street, 5,454 square feet.
- SY10-011Q: A variable-width utility easement at the south right-of-way line of the former Trinidad Street south ± 96 feet; 2,917 square feet.
- SY10-011H: A 10-foot-wide prescriptive sanitary sewer easement; 3,226 square feet.
- SY10-011I: A 10-foot-wide prescriptive sanitary sewer easement; 1,422 square feet.
- SY10-011J: A 10-foot-wide prescriptive sanitary sewer easement; 1,120 square feet.
- SY10-011K: A 10-foot-wide prescriptive sanitary sewer easement; 812 square feet.
- SY10-011L: A 10-foot-wide prescriptive sanitary sewer easement; 1,958 square feet.

Conveyance Parcels:

- KY10-053: A full-width water line easement in the former Denver Street; 22,495 square feet.
- LY10-033: A 25-foot-wide storm sewer easement, from the east line of the former Roberts Street to the west line of the former Sampson Street, 13,976 square feet.

- VY10-040: A full-width utility easement in the former Bell Avenue, from Velasco Street to the former Roberts Street; 14,376 square feet.
- VY10-041: A 25-foot-wide utility easement in the former Roberts Street, from Leeland Avenue to former Bell Avenue; 5,118 square feet.
- DY10-040: A 25-foot-wide sanitary sewer easement along the north property line from Velasco Street to the former Roberts Street; 6,934 square feet.

Conditions of Abandonment and Sale:

1. Signs were posted for thirty (30) days notifying the public of the pending abandonment request.
2. The applicant must obtain a letter of no objection from each of the privately owned utility companies for the streets and the utility easement being abandoned and sold.
3. The applicant has furnished the Department of Public Works and Engineering with a durable, reproducible (Mylar) survey plat and field notes of the affected property.
4. The applicant must submit an original statement of ownership letter from an attorney at law. The letter must include a copy of the documents conveying title to the property owner. If there are liens on the abutting property to the conveyance parcel, the letter must disclose the lien holders and include copies of the lien instruments.
5. The applicant must eliminate the public street appearance of Clay Avenue and Denver Street at Velasco Street, and Roberts Street at Leeland Avenue. For open ditches that cross under street rights-of-way, the applicant must remove the pavement and any culvert from the street being abandoned and restore the ditch flow line. For curbed cross-street rights-of-way, the applicant must remove the pavement from the street being abandoned and construct an extension of the curb, gutter, and sidewalk along the cross-street so that these are continuous across the area where the street pavement was removed.
6. The applicant must convert approximately ten (10) street lights to private service and/or arrange for removal of such lights by coordinating with Center Point Energy.
7. An active 8-inch sanitary sewer occupies Roberts Street. The 8-inch sanitary sewer must be cut, plugged, and abandoned at the manhole in Leeland Avenue.
8. An active 8-inch sanitary sewer with multiple laterals occupy portions of Roberts Street (near Polk Avenue), Clay Avenue, Denver Street, and the former Trinidad Street, and attendant off-site sanitary sewer easements. The sanitary sewer and

9. all laterals must be abandoned from Roberts Street (near Polk Avenue) to the manhole of the 18-inch sanitary sewer in Leeland Avenue. Any service connections serving properties outside the Dean Foods' site must be relocated to the 10-inch sanitary sewer in Polk Avenue or the 18-inch sanitary sewer in Leeland Avenue.
10. Because a portion of the 8-inch sanitary sewer in Clay Avenue serves customers outside the limits of this development, an 8-inch sanitary sewer extension must be constructed from Velasco Street to the existing 10-inch sanitary sewer in Polk Avenue. The construction of the sanitary sewer will require the conveyance of a sanitary sewer easement from Velasco Street through the applicant's property to Roberts Street. The existing sanitary sewer in Roberts Street must be reconstructed to flow north to the 10-inch sanitary sewer in Polk Street. Any existing service connections serving properties other than Dean Foods' property must be relocated as needed to the proposed 8-inch sanitary sewer in Velasco Street, to the 8-inch sanitary sewer within the newly conveyed easement, to the 8-inch sanitary sewer within Roberts Street, or to the existing 10-inch sanitary sewer in Polk Street.
11. To set the proper terminus of the existing 8-inch sanitary sewer in Bell Avenue (a portion of which was previously abandoned), a new back-end manhole must be constructed at the new terminus of Bell Avenue.
12. Five active lateral sanitary sewers that occupy prescriptive sanitary sewer easements perpendicular to Leeland Avenue must be cut, plugged, and abandoned at Leeland Avenue.
13. An active 2-inch water line occupies Clay Avenue. The 2-inch water line must be cut, plugged, and abandoned at Velasco Street.
14. Active 1-inch, 2-inch, and 6-inch water lines occupy Denver Avenue, Roberts Street, Bell Avenue, and the former Trinidad Street respectively. The subject water lines must be cut, plugged, and abandoned at Leeland Avenue.
15. An active 60-inch water line crosses (in an east/west direction) the development in Denver Street and the facility site. A full-width water line easement must be conveyed to the City of Houston to connect to the existing 40-foot-wide water line easement in former Denver Street.
16. The PWE Utility Maintenance Branch requires relocation of the elevated surface vent pipe on top of the 60-inch water line and the work must be performed by City personnel. The applicant must prepare at its own cost and submit for approval the proposed relocation plans to the PWE Engineering and Construction Division. The approval and coordination of the relocation will require a minimum of ninety (90) days' notice.

17. An active 48-inch to 72-inch storm sewer crosses the development (in an east/west direction) partially within Bell Avenue and partially within a 15-foot-wide easement within the facility site. The applicant must convey to the City a new 25-foot-wide storm sewer easement centered or partially offset over the existing storm sewer line within the entire site as depicted in City of Houston Drawing No. 47144. The existing 15-foot-wide storm sewer easement will be abandoned and replaced with a new 25-foot-wide storm sewer easement.
18. An active 36-inch storm sewer occupies Roberts Street. The applicant must convey to the City a 25-foot-wide utility easement for maintenance of the line and private utilities.
19. Suitable engineering drawings detailing the abandonment and construction of the utilities must be submitted to the Office of the City Engineer, City of Houston Public Works and Engineering Department, and all work must be performed under proper permits and at no cost to the City.
20. The applicant must execute an Indemnification Agreement covering the full-width water line easement, the existing 40-foot-wide water line easement in the former Denver Street, and the 25-foot-wide storm sewer easement, from the east line of the former Roberts Street to the west line of the former Sampson Street. Where appropriate, this indemnity language will be incorporated into deeds conveying easements from applicant to the City of Houston.
21. The applicant must demonstrate that it is in compliance with the Environmental Compliance Agreement, effective July 12, 2007, between the applicant and the City of Houston.
22. The applicant must provide the City with a Letter of Credit (LOC), subject to the City's concurrence, covering the estimated construction cost for work required in Items 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 16 above in lieu of performing such work prior to finalization of the ordinance for this transaction. Should this option be selected, the applicant will be required to provide an LOC showing the City of Houston as beneficiary and in an amount of the estimated construction cost approved by the City. Construction items associated with the LOC must be completed within twelve (12) months of the effective date of the ordinance.

The applicant must pay the \$182,290.05 depreciated value fee for any sanitary sewer lines, manholes, water lines, and fire hydrants being abandoned.

EXHIBIT 5

DESCRIPTION OF LAND PARCELS SUBJECT TO OPTION

Metes and Bounds for Parcel Nos. QY10-008, QY10-009, and QY10-010

PARCEL NO. QY10-008
METES AND BOUNDS DESCRIPTION
0.2296 ACRE (10,000 SQUARE FEET)
HENRY THURWACHTER SURVEY, ABSTRACT NUMBER 75
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 0.2296 acre (10,000 square feet) of land situated in the Henry Thurwachter Survey, Abstract Number 75, Harris County, Texas; being all of Lot 7 and Lot 8 of Block 1 of the Powars-Tharp Addition, a subdivision plat of record in Volume (Vol.) 2, Page (Pg.) 37 of the Harris County Map Records, said Lots 7 and Lot 8 also described by deed to Southern Foods Group, LP as recorded under Harris County Clerk's File Number X549961, said 0.2296 acre tract being more particularly described as follows (Bearings and Coordinates shown hereon are Texas State Plane, South Central Zone No. 4204 Grid Coordinates, (NAD 83) and may be brought to Surface by applying the following combined scale factor (0.99988706519):

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" (X=3126963.44 Y=13834878.59) set marking the intersection of the southwesterly Right-of-Way (R.O.W.) line of Leeland Avenue (80.00 feet wide) recorded on said Powars-Tharp Addition, with the southeasterly R.O.W. line of Roberts Street (60.00 feet wide) recorded on said Powars-Tharp Addition, same being the north corner of said Lot 7 and of the herein described tract;

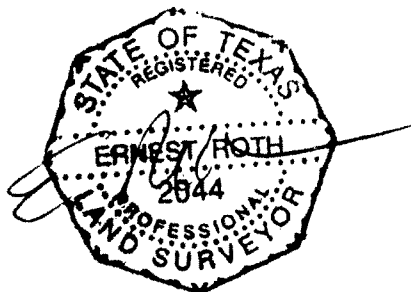
THENCE, South 57°19'11" East along the southwesterly R.O.W. line of said Leeland Avenue a distance of 100.00 feet to a point for the north corner of Lot 9, same being the east corner of the aforesaid Lot 8 and of the herein described tract;

THENCE, South 32°49'56" West, along the southeast line of said Lot 8 and the northwest line of said Lot 9, a distance of 100.00 feet to a point for west corner of said Lot 9, same being the south corner of said Lot 8 and of the herein described tract;

THENCE, North 57°19'11" West, along the south line of said Lot 8, at a distance of 50.00 feet passing the west corner of said Lot 8, same being the south corner of the aforesaid Lot 7, and continuing in all a total distance of 100.00 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the southeasterly R.O.W. line of the aforesaid Roberts Street and marking the west corner of said Lot 7 and of the herein described tract;

THENCE, North 32°49'56" East, along the southeasterly R.O.W. line of said Roberts Street, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 0.2296 acre (10,000 square feet) of land. This description is based on the Standard Land Survey made by Terra Surveying Company, Inc., dated June 22, 2010, TSC Job No. 1905-0901-S.

Compiled by: Gregory A. Mata
Reviewed by: Ernest Roth, R.P.L.S.
Terra Surveying Company, Inc.
3000 Wilcrest Drive, Suite 210
Houston, Texas 77042
June 22, 2010
TSC Project Number 1905-0901-S
0_2296AcMB(QY10-008).doc



PARCEL NO.	<u>QY10-008</u>
CM	
JOB NO.	<u>2010-0389</u>
DWG NO.	<u>47144</u>

CHECKED: [Signature]
DATE: 06/30/10
APPROVED: [Signature]

PARCEL NO. QY10-009
METES AND BOUNDS DESCRIPTION
0.1148 ACRE (5,000 SQUARE FEET)
HENRY THURWACHTER SURVEY, ABSTRACT NUMBER 75
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 0.1148 acre (5,000 square feet) of land situated in the Henry Thurwachter Survey, Abstract Number 75, Harris County, Texas; being all of Lot 10 of Block 1 of the Powars-Tharp Addition, a subdivision plat of record in Volume (Vol.) 2, Page (Pg.) 37 of the Harris County Map Records, said Lot 10 also described by deed to Southern Foods Group, LP as recorded under Harris County Clerk's File Number X549961, said 0.1148 acre tract being more particularly described as follows (Bearings and Coordinates shown hereon are Texas State Plane, South Central Zone No. 4204 Grid Coordinates, (NAD 83) and may be brought to Surface by applying the following combined scale factor (0.99988706519):

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" (X=3127089.68 Y=13834797.61) set in the southwesterly Right-of-Way (R.O.W.) line of Leeland Avenue (80.00 feet wide) recorded on said Powars-Tharp Addition, same being the east corner of Lot 9 of said Powars-Tharp Addition, the north corner of said Lot 10, and of the herein described tract;

THENCE, South 57°19'11" East along the southwesterly R.O.W. line of said Leeland Avenue a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the north corner of Lot 11 of said Powars-Tharp Addition, same being the east corner of said Lot 10 and of the herein described tract;

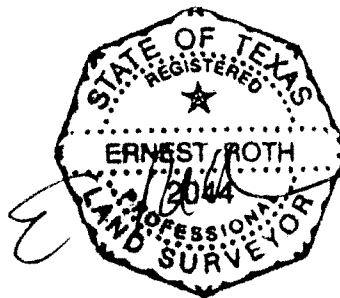
THENCE, South 32°49'56" West, along the southeast line of said Lot 10 and the northwest line of said Lot 11, a distance of 100.00 feet to a point for west corner of said Lot 11, same being the south corner of said Lot 10 and of the herein described tract;

THENCE, North 57°19'11" West, along the south line of said Lot 10, a distance of 50.00 feet a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the south corner of the aforesaid Lot 9, same being the west corner of said Lot 10 and of the herein described tract;

THENCE, North 32°49'56" East, along the northwesterly line of said Lot 10 and the southeasterly line of said Lot 9, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing 0.1148 acre (5,000 square feet) of land. This description is based on the Standard Land Survey made by Terra Surveying Company, Inc., dated June 22, 2010, TSC Job No. 1905-0901-S.

Compiled by: Gregory Mata
Reviewed by: Ernest Roth, R.P.L.S.
Terra Surveying Company, Inc.
3000 Wilcrest Drive, Suite 210
Houston, Texas 77042
June 22, 2010
TSC Project Number 1905-0901-S
0_1148AcMB(QY10-009).doc

PARCEL NO.	QY10-009
SM NO.	2010-0389
DWG NO.	47144

CHECKED: 

DATE: 06/30/10

APPROVED: 

PARCEL NO. QY10-010
METES AND BOUNDS DESCRIPTION
0.2965 ACRES (12,916 SQUARE FEET)
HENRY THURWACHTER SURVEY, ABSTRACT NUMBER 75
HARRIS COUNTY, TEXAS

Being all that certain 0.2965 acre (12,916 square feet) of land situated in the Henry Thurwachter Survey, Abstract Number 75, Harris County, Texas, being all of Lots 18-20 and the residue of Lot 17, Block 2 of the W. J. Perry Addition, a subdivision of record in Volume (Vol.) 73, Page (Pg.) 56 of the Harris County Deed Records (H.C.D.R.), same being a called 0.2971 acre tract (Tract III) as described in a deed to Potomac Equities Realty Corp. recorded under Harris County Clerk's File Numbers (H.C.C.F. No's.) 20090041638 & 20090053507, said 0.2965 acre tract being more particularly described as follows; (Bearings and Coordinates shown hereon are Texas State Plane, South Central Zone No. 4204 Grid Coordinates, (NAD 83) and may be brought to Surface by applying the following combined scale factor (0.99988706519):

BEGINNING, at a found 1/2-inch iron rod (X=3126979.35 Y=13835595.92) marking the intersection of the northwest right-of-way (R.O.W.) line of Velasco Street (100 feet wide) Parcel No. 2, a called 32.6685 acre tract of land conveyed to the City of Houston as recorded under H.C.C.F. No. Y816539 with the southwest R.O.W. line of Clay Avenue (50 feet wide) recorded on said plat of the W. J. Perry Addition, same being the east corner of residue of said Lot 17 and of the herein described tract;

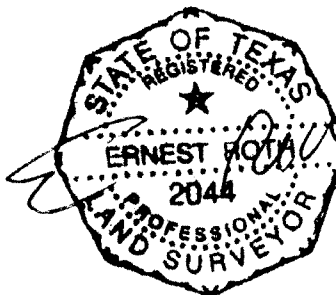
THENCE, South 32°56'09" West, along the northwest R.O.W. line of said Velasco Street, a distance of 103.75 feet (called 103.71 feet) to a 5/8-inch iron rod with cap stamped "TERRA SURVEYING" set marking the east corner of Lot 11, Block 1 of Bailey's Addition, a subdivision of record in Volume 67, Page 145 and Volume 46, Page 81 of the H.C.D.R., same being the south corner of the herein described tract;

THENCE, North 72°30'55" West, along the northeast line of said Block 1, a distance of 115.13 feet (called 115.46 feet) to a 1/2-inch iron rod found in the southeast line of Block 687 of South Side Buffalo Bayou, (Unrecorded) and marking the north corner of said Block 1 and the west corner of the herein described tract;

THENCE, North 17°14'18" East, along the said southeast line of said Block 687, a distance of 100.00 feet to a 1/2-inch iron rod found in the southwest R.O.W. line of the aforesaid Clay Avenue, marking the east corner of said Block 687 and the north corner of the herein described tract, from which a found 5/8-inch iron rod bears North 21°29'01" East, 3.69 feet;

THENCE, South 72°30'55" East, along the southwest R.O.W. line of said Clay Avenue, a distance of 143.20 feet (called 143.40 feet) to the **POINT OF BEGINNING** and containing 0.2965 acre (12,916 square feet) of land. This description is based on a Standard Land Survey made by Terra Surveying Company, Inc., dated June 22, 2010, TSC project Number 1905-0802-S.

Compiled By: Gregory Mata
Checked By: Carlos Torres, S.I.T.
Reviewed by: Ernest Roth, R.P.L.S.
Terra Surveying Company, Inc.
3000 Wilcrest Drive, Suite 210
Houston, Texas 77042
1905-0901-S_0.2965M&B(QY10-010).doc



PARCEL NO.	QY10-010
CAD	
JOB NO.	2010-0389
DWG NO.	47144



CHECKED: 
DATE: 06/30/10
APPROVED: 

EXHIBIT 5A
OPTION PROPERTY

<u>Tax Account Number</u>	<u>Street Address</u>
0291060000009	3114 Clay
0300100000010	3312 Leeland
0300100000007	1603 Roberts