



THE STATE OF TEXAS

COUNTY OF HOPKINS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION BY HOPKINS COUNTY, TEXAS HEREINAFTER REFERRED TO AS COUNTY ADOPTING A TAX ABATEMENT AGREEMENT BY AND BETWEEN HOPKINS COUNTY, TEXAS, AND ASHOKA STEEL MILLS, LLC; AUTHORIZING JUDGE ROBERT NEWSOM TO EXECUTE THE TAX ABATEMENT AGREEMENT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, Chapter 312 of the Texas Tax Code authorizes Hopkins County, Texas, to participate in tax abatement agreements; and

**WHEREAS**, consistent with Section 312.002(a) of the Texas Tax Code Hopkins County, Texas, previously passed a resolution stating the County's intent to become eligible to participate in tax abatements; and

**WHEREAS**, consistent with Section 312.002 of the Texas Tax Code Hopkins County, Texas also previously passed tax abatement guidelines and criteria; and

**WHEREAS**, Hopkins County, Texas finds and determines that entering into tax abatement agreements will be to the benefit of the citizens of the Hopkins County, Texas; and

**WHEREAS**, Hopkins County, Texas also desires to adopt a Tax Abatement Agreement, a copy of which is attached hereto as **Exhibit A**, entered into by and between the Hopkins County, Texas, and Ashoka Steel Mills, LLC, a Texas limited liability company.

**NOW, THEREFORE, BE IT RESOLVED BY THE HOPKINS COUNTY COMMISSIONER'S COURT, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct legislative findings of Hopkins County, Texas, and are fully incorporated into the body of this Resolution.

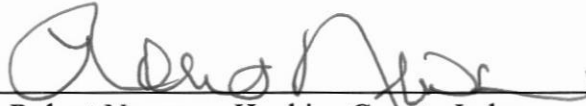
**Section 2.** Hopkins County, Texas does hereby adopt the commercial-industrial tax abatement agreement, which is attached hereto as **Exhibit A**, by and between the Hopkins County, Texas, and Ashoka Steel Mills, LLC.

**Section 3.** Judge Robert Newson is hereby authorized to execute a Tax Abatement Agreement between Hopkins County, Texas, and Ashoka Steel Mills, LLC, which is attached hereto as **Exhibit A**.

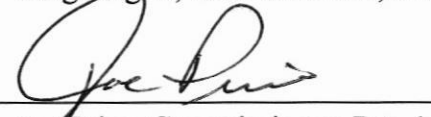
**Section 4.** This Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE COMMISSIONER'S COURT ON THIS 24

day of October, 2022.



Robert Newsom, Hopkins County Judge

  
Mickey Barker, Commissioner, Pct. 1  
Greg Anglin, Commissioner, Pct. 2  
Wade Bartley, Commissioner, Pct. 3  
Joe Price, Commissioner, Pct. 4

ATTEST:

Tracy Smith by Courtney [unclear]



*Exhibit A*

Tax Abatement Agreement

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF HOPKINS**

**TAX ABATEMENT AGREEMENT**

This Tax Abatement Agreement is entered into by and between **HOPKINS COUNTY, TEXAS** and **ASHOKA STEEL MILLS, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”), is made and executed on the following recitals, terms, and conditions.

**WITNESSETH:**

**WHEREAS**, Section 312.002(a) of the Texas Tax Code requires Hopkins County to pass a resolution indicating the County’s desire to become eligible to participate in tax abatement agreements; and

**WHEREAS**, the County Council of the County of Sulphur Springs, Texas, has previously adopted a resolution stating that the County elected to be eligible to participate in tax abatements; and

**WHEREAS**, on or about **January, 2022**, the Hopkins County Commissioners Court of Hopkins County, Texas, adopted Tax Abatement Guidelines and Criteria, pursuant to section 312.002 of the Texas Tax Code; and

**WHEREAS**, the Tax Abatement Guidelines and Criteria constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County of Sulphur Springs, Texas, and consistent with Chapter 312 of the Texas Tax Code, as amended; and

**WHEREAS**, on the **July 5<sup>th</sup> 2022**, the City Council of the City of Sulphur Springs, Texas, approved an ordinance establishing Reinvestment Zone No. 22-03, City of Sulphur Springs, Texas, for commercial-industrial tax abatement, hereinafter referred to as the “Ordinance”), as authorized by Chapter 312 of the Texas Tax Code, as amended; and

**WHEREAS**, Developer owns approximately 250-acre tract or tracts of land in the Thomas Tobar Survey, Abstract No. 953, located within the City of Sulphur Springs, Hopkins County, Texas (hereinafter referred to as “Real Property”) located within the reinvestment zone. Further, Developer plans to make certain repairs and or improvements to the Real Property, and locate certain taxable personal property, including inventory and supplies on said Real Property; and

**WHEREAS**, Section 312.204(a) of the Texas Tax Code authorizes Hopkins County, Texas, to abate ad valorem taxes on the increase of taxable value of said Real Property due to the repairs and or improvements to said Real Property. Further, section 312.204(a) of the Texas Tax Code also authorizes the exempting of ad valorem taxes on tangible personal property located on

taxable real property other than tangible personal property that was located on the real property at any time before the period covered by the tax abatement agreement, including inventory and supplies; and

**WHEREAS,** Developer acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

**WHEREAS,** the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the County of Hopkins, Texas, area thereby benefiting the County of Hopkins County, Texas, in accordance with the Tax Abatement Guidelines and Criteria and Chapter 312 of the Texas Tax Code; and

**WHEREAS,** this Tax Abatement Agreement was approved by the City Council of the City of Sulphur Springs, Texas, at a regularly scheduled meeting consistent with Section 312.207(a) of the Texas Tax Code.

**NOW, THEREFORE,** in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. Findings Incorporated.**

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

**SECTION 2. Definitions.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word "Agreement" means this Tax Abatement Agreement, authorized by section 312.204 of the Texas Tax Code, as amended, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word "Developer" means Ashoka Steel Mills, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 5851 Legacy Circle, 6<sup>th</sup> Floor Plano, Texas 75024
- (d) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of Two Thousand and Eight Hundred (2,800) hours of work averaged over a twelve (12) month period, earning an average annual salary of \$55,000.00 per year, residing within the County limits of the Hopkins County, Texas, with such hours also to include any vacation and sick leave, with full benefits. The term "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" excludes those personnel earning a salary and not an hourly wage.

- (e) **Personalty.** The word “Personalty” means the taxable tangible personal property located on the taxable Real Property other than tangible personal property that was located on the Real Property at any time before the period covered by this Agreement, including inventory and supplies, and which is otherwise consistent with section 312.204(a) of the Texas Tax Code, as amended.
- (f) **Real Property.** The words “Real Property” mean an approximately 250-acre tract or tracts of land in the Thomas Tobar Survey, Abstract No. 953, located within Hopkins County, Texas, as generally described and or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.

### **SECTION 3. Property Subject to Tax Abatement.**

The Real Property subject to this Agreement is located within said Reinvestment Zone No. 22-03SS, City of Sulphur Springs, Texas. The Real Property includes an approximately 350,000 square feet of manufacturing space to be constructed on the Real Property. The Real Property shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the Hopkins County Central Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, in year immediately preceding the commencement of repairs or improvements to the Real Property.

This Tax Abatement Agreement is conditioned upon Developer making specific improvements or repairs to the Real Property. As a condition for this Agreement, Developer agrees to the following:

- (a) **Minimum Expenditure.** Developer covenants and agrees the repairs and improvements to the Real Property and the Personalty added to and located on the Real Property shall **exceed Two Hundred Forty Five Million and No/100 Dollars (\$245,000,000) by March 31, 2026.** Further, Developer covenants and agrees to submit to the County receipts or other documentation of said improvements or repairs by **August 31, 2026.**
- (b) **Minimum Square Footage of Steel Mill Space.** Developer covenants and agrees the facility constructed on the Real Property shall be a minimum 350,000 square foot steel mill facility. Developer covenants and agrees to receive a certificate of occupancy for the minimum 350,000 square foot steel mill facility located in multiple buildings and vertical structures on the Real Property by March 2026.
- (c) **Minimum Taxable Assessed Value.** Developer covenants and agrees the facility constructed on the Real Property and the Personalty added to the Real Property shall have a minimum taxable assessed value of **Two Hundred Forty Five Million and No/100 Dollars (\$245,000,000.00)** during the Term of this Agreement.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2027,** and during the Term of this Agreement to employ and maintain a minimum of three hundred fifteen (315) Full-Time Equivalent Employment Positions working at the Real

Property. Developer covenants and agrees beginning on **December 31, 2026**, (for the reporting period **2026**) and during the Term of this Agreement, Developer shall deliver to the County an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions and their residency (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **December 31, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **Ten (10)** Annual Compliance Verifications due and submitted to County covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

**SECTION 4. Tax Abatement.**

Subject to the terms and conditions of this Agreement, and subject to the rights and holders of any outstanding bonds of the County, a portion of ad valorem taxes assessed upon the repairs or improvements to the Real Property, and the portion of the ad valorem taxes assessed upon the Personalty of Developer and otherwise owed to the County shall be abated as follows:

- (a) **Term.** The tax abatement period for the Real Property and Personalty shall be ten (10) years. Consistent with section 312.007 of the Texas Tax Code, the first year of tax abatement shall be the first tax year that begins after the issuance of the Certificate of Occupancy for the Real Property (i.e., the tax abatement period starts on January 1 of such year).
- (b) **Abatement Amount.** The tax abatement rate for each such year during the tax abatement period shall be the following percentage of the portion of the value of Real Property and Personalty added to and located on the Real Property that is subject to abatement, as set forth in Section 3, and such qualifications as noted elsewhere in this Agreement:

<b>Year of Tax Abatement Period</b>	<b>Abatement Percentage</b>
<b>One</b>	<b>70%</b>
<b>Two</b>	<b>70%</b>
<b>Three</b>	<b>70%</b>
<b>Four</b>	<b>70%</b>
<b>Five</b>	<b>70%</b>
<b>Six</b>	<b>50%</b>
<b>Seven</b>	<b>50%</b>
<b>Eight</b>	<b>50%</b>
<b>Nine</b>	<b>50%</b>
<b>Ten</b>	<b>50%</b>

Said abatement of the taxes assessed on the Real Property and Personalty added to and located on the Real Property shall be based upon the increased value of the Real Property



and Personalty added to and located on the Real Property. The abatement of the taxes assessed on the Personalty excludes other tangible personal property that was located on the Real Property at any time before the period covered by this Agreement with the County in accordance with the terms of this Agreement and all applicable federal, state, and local laws and regulations. Further, said Personalty subject to this tax abatement agreement shall be new business personal property, inventory, and/or supplies added to the Real Property which is as of the effective date of this Agreement not on the tax rolls of the County due to other property owned or leased by Developer.

**SECTION 5. Use of Property.**

As consideration for the Agreement of County contained herein, Developer agrees that it will diligently and faithfully in a good and workmanlike manner pursue the commencement and completion of repairs or improvements on the Real Property consistent with the requirements set forth herein. Developer agrees that construction of the repairs or improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Real Property shall be limited in its use to commercial-industrial real property consistent with the County's development goals which is the encouraging of development or redevelopment of the zone.

**SECTION 6. Default and Recapture Provision.**

(a) Event of Default.

In the event that (1) Developer fails to complete construction of the repairs or improvements in accordance with this Agreement; or (2) Developer allows its Real Property or personal property taxes owed the City, Hopkins County, Sulphur Springs Independent School District, or Hopkins County Hospital District to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such taxes; (3) Developer fails to render the Real Property or Personalty for taxes in any year of this Agreement or fails to maintain the taxable situs thereof in the County of Hopkins County, Texas; or (4) Developer breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that Developer defaults in its performance of (1), (2), (3), or (4) above, then the County shall give Developer written notice of such default and if Developer has not cured any default within thirty (30) days of said written notice this Agreement may be terminated by the County with the defaulting party.

(b) Notice, Effect of Default.

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

To the County: Hopkins County Courthouse  
118 Church Street  
Sulphur Springs, Texas 75482



Attn: Judge Robert Newsom

To Developer: Ashoka Steel Mills, LLC  
5851 Legacy Circle, 6<sup>th</sup> Floor  
Plano, Texas 75024  
Attn: Ashok Sukumaran  
Telephone: 469-626-5310

**SECTION 7. Right of Access for Inspection.**

Developer further agrees that the County and its agents and employees, shall have reasonable right to access to the Real Property and Personalty to inspect the repairs or improvements and other items subject to this Agreement in order to ensure that the construction of the repairs or improvements are in accordance with this Agreement, and all applicable federal, state, and local laws and regulations. After completion of the repairs or improvements, the County shall have the continuing right of inspection to ensure that such are thereafter maintained and operated in accordance with this Agreement.

**SECTION 8. Annual Certification.**

On or before December 31<sup>st</sup> of each year, Developer shall provide to County written certification that Developer is in compliance with each applicable term of this Agreement. Such certification shall be in a form reasonably satisfactory to the County, and shall include, at a minimum, information supporting Developer's conclusions that it met (or expects to meet) each condition and requirement to abatement set forth in this Agreement. Any failure of the County to request or demand such certification shall not constitute a waiver of such certification or any future certification.

**SECTION 9. Cancellation or Modification of Agreement.**

The County and Developer agree that the County may cancel or modify this Agreement if Developer fails to comply with this Agreement after December 2027.

**SECTION 10. Authorization to Sign this Agreement.**

- (a) This Agreement was authorized by Resolution of the Hopkins County Commissioner's Court at its regularly scheduled meeting on the 24 day of October , 2022, authorizing Judge Robert Newsom to execute the Agreement on behalf of the County.

**SECTION 11. Miscellaneous Provisions.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this

Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hopkins County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Hopkins County, Texas.
- (b) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (c) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The County warrants and represents that the individual executing this Agreement on behalf of the County has full authority to execute this Agreement and bind the County to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (d) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (e) **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by Developer and the County.
- (g) **Filing.** In order to receive the tax abatement pursuant to this Agreement, Developer understands it must file with the appraisal district an application for property tax abatement exemption, in a form similar to the form attached hereto as *Exhibit B*,
- (h) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (i) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (j) **Undocumented Workers.** Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the County notifies Developer of the violation.
- (k) **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas

Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of the Developer verifies that the Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

- (l) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (m) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the County, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- (n) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) full-time employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the County, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

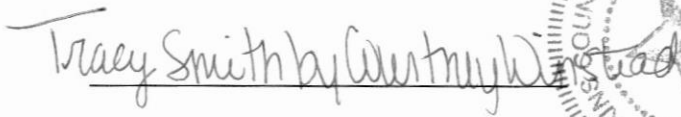
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**HOPKINS COUNTY:**

  
\_\_\_\_\_  
Judge Robert Newsom

**ATTEST:**

  
\_\_\_\_\_



**DEVELOPER:**

**ASHOKA STEEL MILLS, LLC,**  
A Texas limited liability company,



By: Ashok Sukumaran  
Title: Managing Partner

Date: 10/24/2022

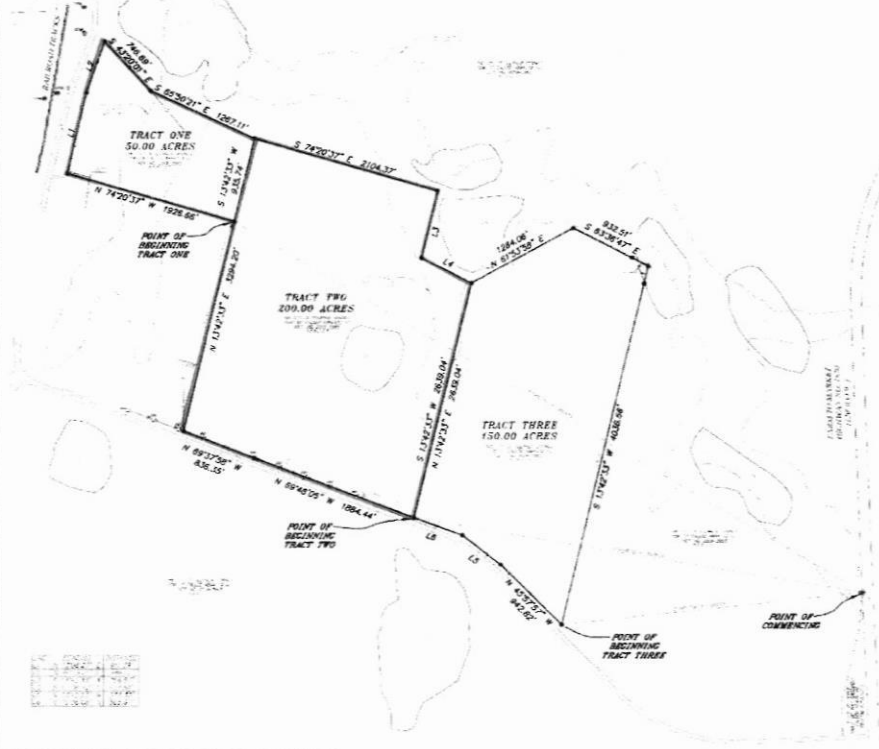
*Exhibit A*

[Legal Description and Depiction of Real Property]

Legal Description is Lots 1R1 and 1R2

**PROBABLE DESCRIPTION**

THIS INSTRUMENT, BEING A PART OF THE PUBLIC RECORDS OF THE COUNTY OF HARRIS, TEXAS, IS HEREBY FILED FOR THE PURPOSE OF RECORDING THE SAME. THE PUBLIC RECORDS OF THE COUNTY OF HARRIS, TEXAS, BEING THE PUBLIC RECORDS OF THE COUNTY OF HARRIS, TEXAS, ARE HEREBY FILED FOR THE PURPOSE OF RECORDING THE SAME.



*Stephen A. Hester*  
 Surveyor



**WARRANTY**

The Surveyor warrants that the survey was made in accordance with the laws of the State of Texas and the rules and regulations of the State Board of Surveyors. The Surveyor warrants that the survey was made in accordance with the laws of the State of Texas and the rules and regulations of the State Board of Surveyors.

**WARRANTY**

The Surveyor warrants that the survey was made in accordance with the laws of the State of Texas and the rules and regulations of the State Board of Surveyors. The Surveyor warrants that the survey was made in accordance with the laws of the State of Texas and the rules and regulations of the State Board of Surveyors.

	SURVEYOR STATE OF TEXAS No. 12345 Exp. 12/31/2024	PROJECT 12345	DATE 12/31/2024
	SURVEYOR STATE OF TEXAS No. 12345 Exp. 12/31/2024	PROJECT 12345	DATE 12/31/2024

***Exhibit B***

Application for Property Tax Exemption  
Texas State Comptroller's Office  
Form 50-116



## Application for Property Tax Abatement Exemption

Appraisal District Name

Phone (area code and number)

Appraisal District, Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming property tax exemptions pursuant to Tax Code Section 11.28. A property owner who has established a tax abatement agreement under Tax Code Chapter 312, Property Redevelopment and Tax Abatement Act, is entitled to exemption from taxation by an incorporated city or town or other taxing unit of all or part of the value of the property as provided by the agreement.

**FILING INSTRUCTIONS:** This document and all supporting documentation must be filed with the appraisal district office in the county in which the property is taxable. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

**APPLICATION DEADLINES:** The completed application and supporting documentation must be filed beginning Jan. 1 and no later than April 30 of the year for which an exemption is requested. For good cause shown, the chief appraiser may extend the deadline for filing the application by written order for a single period not to exceed 60 days.

**ANNUAL APPLICATION REQUIRED:** An application for this exemption must be filed each year. If information has not changed and/or agreement(s) were not modified, copies of the agreement(s) are not required to be attached.

**OTHER IMPORTANT INFORMATION**

Pursuant to Tax Code Sec. 11.45, the chief appraiser may request additional information. The additional information must be provided within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying.

Tax Year

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year?  Yes  No**SECTION 1: Property Owner/Applicant**

The applicant is the following type of property owner: (check one):

 Individual  Partnership  Corporation  Other (specify): \_\_\_\_\_

Name of Property Owner

Driver's License, Personal I.D. Certificate  
Social Security Number or Federal Tax I.D. Number\*

Physical Address, City, State, ZIP Code

Phone (area code and number)

Email Address\*\*

Mailing Address of Property Owner (if different from the physical address provided above):

Mailing Address, City, State, ZIP Code

**SECTION 2: Authorized Representative**

If you are an individual property owner filing this application on your own behalf, skip to section 3; all other applicants are required to complete section 2.

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

- Officer of the company     General Partner of the company     Attorney for property owner
- Agent for tax matters appointed under Tax Code Section 1.111 with completed and signed Form 50-162
- Other and explain basis: \_\_\_\_\_

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

Name of Authorized Representative \_\_\_\_\_ Driver's License, Personal I.D. Certificate or Social Security Number\* \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_ Primary Phone Number (area code and number) \_\_\_\_\_ Email Address\*\* \_\_\_\_\_

Mailing Address, City, State, ZIP Code \_\_\_\_\_

**SECTION 3: Property Description**

Provide the descriptive information requested below for the property that is the subject of this application. Provide the appraisal district account number (if known) or attach a tax bill or copy of appraisal or tax office correspondence concerning this account.

Physical Address (i.e. street address, not P.O. Box), City, State, ZIP Code \_\_\_\_\_

Appraisal district account number (if known) \_\_\_\_\_

Legal Description:

Was a wind-powered energy device installed or constructed:

- on a parcel of real property under an abatement agreement;
- at a location within 25 nautical miles of the boundaries of a military aviation facility located in this state; and
- on or after Sept. 1, 2017? .....  Yes  No

If yes, was the wind-powered energy device installed or constructed as part of an expansion or repowering of an existing project? ...  Yes  No

**SECTION 4: Taxing Units that have Agreed to Abate Taxes**

For each taxing unit identified, attach copies of abatement agreements unless you previously applied for and were granted the abatement and no changes have occurred and/or the agreement(s) were not modified.

**SECTION 5: Abatement(s) Questions**

1. Is this a continuation of an existing abatement agreement?  Yes  No
2. Are the terms and duration of each taxing unit's agreement different or identical?  Different  Identical
- If different, please copy this form for each taxing unit and complete section 5 for each unit. In the area where taxing units are listed, please circle the taxing unit being summarized.
- If identical, please describe the nature of the abatement agreements for this year by completing the following:
- Lump sum exemption of \$ \_\_\_\_\_
- Percentage exemption of \_\_\_\_\_ %
- Other (Attach a statement describing the method of calculating abatement. Provide dollar value to be exempted this year.)
3. Does the agreement abate taxes on personal property?  Yes  No
4. Are you in compliance with the agreement?  Yes  No
- If no, attach a statement explaining the reason for noncompliance.

**SECTION 6: Additional Required Documentation**

The following documents must be included with this application.

- copies of abatement agreements, unless the abatement was previously granted and no changes have occurred and/or the agreement(s) were not modified;
- a statement describing the method of calculating the abatement if it is not a lump sum or percentage exemption (provide the dollar amount to be exempted this year); and
- a statement explaining the reason for noncompliance if applicant is not in compliance with an abatement agreement.

**SECTION 7: Certification and Signature**

**NOTICE REGARDING PENALTIES FOR MAKING OR FILING AN APPLICATION CONTAINING A FALSE STATEMENT:** If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

- I, \_\_\_\_\_, swear or affirm the following:
- Printed Name of Property Owner or Authorized Representative
1. that each fact contained in this application is true and correct;
  2. that the property described in this application meets the qualifications under Texas law for the exemption claimed; and
  3. that I have read and understand the *Notice Regarding Penalties for Making or Filing an Application Containing a False Statement*.

**sign here** 

Signature of Property Owner or Authorized Representative

Date

\* If the property owner is a company or other legal entity (not an individual), the Federal Tax I.D. Number is to be provided. Disclosure of your social security number (SSN) may be required and is authorized by law for the purpose of tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section 11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

\*\* An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.