

AN ORDINANCE      2010-10-07-0864

**APPROVING AN AGREEMENT WITH BECTON, DICKINSON AND COMPANY FOR A 6-YEAR, 100% AD VALOREM TAX ABATEMENT ON APPROXIMATELY \$6.35 MILLION IN REAL AND PERSONAL PROPERTY IMPROVEMENTS AND AN EXCEPTION TO THE TAX ABATEMENT GUIDELINES; AND APPROVING \$100,000 IN CUSTOMIZED TRAINING CREDITS OVER TWO YEARS TO BE ADMINISTERED THROUGH THE CITY'S INTERLOCAL AGREEMENT WITH ALAMO COLLEGES.**

\* \* \* \* \*

**WHEREAS**, Becton, Dickinson and Company (“BD”) is a global medical technology company focused on improving drug delivery, enhancing the diagnosis of infectious diseases and cancers, and advancing drug discovery; and

**WHEREAS**, BD develops, manufactures and sells medical supplies, devices, laboratory instruments, antibodies, reagents and diagnostic products that serve healthcare institutions, life science researchers, clinical laboratories, the pharmaceutical industry and the general public; and

**WHEREAS**, BD was founded in 1897, is headquartered in Franklin Lakes, New Jersey, and employs approximately 29,000 people in more than 50 countries; and

**WHEREAS**, the company had \$7.2B in revenues in 2010, ranking No. 312 on the Fortune 500, and has 55 manufacturing sites, with 50% of sales outside the U.S.; and

**WHEREAS**, BD is establishing four global professional services centers worldwide and, over the past few months, has considered several sites across the U.S., including San Antonio for the establishment of its North American center providing 296 jobs; and

**WHEREAS**, City staff partnered with the San Antonio Economic Development Foundation, Bexar County and the State in attracting BD to San Antonio by offering the company a 6-year, 100% tax abatement on new property improvements and \$100,000 in training credits over two years through the Alamo Colleges (“AC”), administered by the Interlocal Agreement that AC has with the City; and

**WHEREAS**, in addition to City incentives, the State has offered the company \$1.6 million from the Texas Enterprise Fund and \$420,000 for training from the Skills Development Fund, and Bexar County has offered BD a 10-year, 100% tax abatement; and

**WHEREAS**, on August 18, 2010, BD announced its intent to locate this professional services center in San Antonio rather than Chesapeake, Virginia due to the incentives offered to the company; and

**WHEREAS**, BD’s operation will be a multi-function center for various professional services including finance, procurement, human resources, supply chain and customer service with a primary

objective of consolidating supporting business services to improve organizational efficiencies and delivery of services; and

**WHEREAS**, for this center, BD plans to invest approximately \$6.35 million for improvements to an existing facility at 5859 Farinon Drive in District 8 with plans to upgrade the facility to LEED certification; and

**WHEREAS**, although BD will locate its new operations in an area that is eligible under the Tax Abatement Guidelines (the "Guidelines") for a 50% tax abatement, in order to attract this reputable company to San Antonio with its 296 jobs at an annual average salary of over \$40,000, staff has recommended a 6-year, 100% tax abatement as an exception to the Guidelines; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** City Council approves a six (6) year, one hundred percent (100%) ad valorem Tax Abatement Agreement with Becton, Dickinson and Company ("BD") for real property improvements and tangible personal property improvements, a copy of which, in substantially final form, is attached to and incorporated, into this Ordinance.

**SECTION 2.** City Council approves an exception to the Tax Abatement Guidelines which establish a fifty percent (50%) tax abatement for the location of property where BD will make real and personal property improvements, and authorizes the 100 percent (100%) Tax Abatement Agreement approved in Section 1 based on the number of jobs and wages proposed by the company.

**SECTION 3.** City Council further approves \$100,000 in customized training credits over two (2) years, administered through the ACCD Interlocal Agreement with Alamo Colleges.

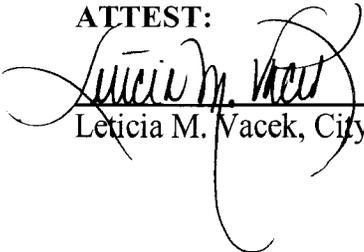
**SECTION 4.** This Ordinance shall be effective immediately upon the receipt of eight (8) affirmative votes; however, if less than eight (8) affirmative votes are received, then this Ordinance shall be effective on the tenth (10th) day after passage.

PASSED AND APPROVED this 7<sup>th</sup> day of October, 2010.



M A Y O R  
Julián Castro

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

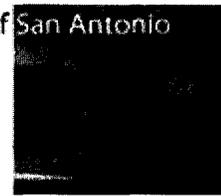
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL  
 ACTION**

City of San Antonio



## Agenda Voting Results - 15

<b>Name:</b>	6, 7, 8, 10, 11A, 11B, 11C, 11D, 11E, 12, 13, 14, 15						
<b>Date:</b>	10/07/2010						
<b>Time:</b>	10:35:07 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an agreement with Becton, Dickinson and Company for a 6-year, 100% ad valorem tax abatement on approximately \$6.35 million in real and personal property improvements; and approving \$100,000.00 in customized training credits over two years to be administered through the City's Interlocal Agreement with Alamo Colleges. [A.J. Rodriguez, Deputy City Manager; Rene Dominguez, Director, International and Economic Development]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4	x					
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

# **ATTACHMENT I**

**TAX ABATEMENT AGREEMENT BETWEEN  
BECTON, DICKINSON AND COMPANY  
AND THE CITY OF SAN ANTONIO**

**1. PARTIES**

THIS AGREEMENT (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between BECTON, DICKINSON AND COMPANY, a New Jersey Corporation, (hereinafter referred to as "BD"), as real property lessee and personal property owner, and the CITY OF SAN ANTONIO, a municipal corporation, (hereinafter referred to as the "CITY"), acting by and through its City Manager or designee.

**2. AUTHORIZATION AND FINDINGS**

A. This Agreement is entered into pursuant to the following authorities:

1. The Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312, as amended;

2. CITY COUNCIL RESOLUTION No. 89-07-12, dated the 15th day of February 1989, and most recently revised by ORDINANCE NO. 2010-06-24-0635 on June 24, 2010, together which established the Joint City/County Tax Abatement Guidelines, (hereinafter referred to as the "Guidelines");

3. CITY COUNCIL ORDINANCE NO. 2010-01-21-0029, dated January 21, 2010, which designated the Nationwide Reinvestment Zone in which the real property that is the subject of this Agreement is located (the "Zone"); and

4. CITY COUNCIL ORDINANCE NO. 2010-10-07-\_\_\_\_\_, dated October 7, 2010, which specifically approved this Agreement and authorized execution hereof.

B. The City Council, by its approval of this Agreement, hereby finds that the terms of this Agreement, and the property subject to it, generally meet the Guidelines and Criteria as adopted by the City Council and has approved exceptions regarding the percentage of abatement for real and tangible personal property improvements based on wages and the number of jobs. The City Council further finds that (a) the approval of this Agreement will not have any substantial long-term adverse effect on the provision of CITY services or the CITY'S tax base; and (b) the planned use of the Property (defined below) inside the Zone by BD for the uses contemplated herein will not constitute a hazard to public safety, health or morals.

**3. PROPERTY**

A. The taxable real property (the "Property") which is the subject of the Zone of this Agreement is located at Suite 200 on the second floor of the building situated at 5859 Farinon

Drive which is recorded in the Deed and Plat Records of Bexar County, Texas at the time of execution of this Agreement as follows:

Being 7.452 acres of land, more or less, out of Lot 10 , Block 1, New City Block 14876, Farinon Subdivision, in the City of San Antonio, Bexar County, Texas recorded in Volume 9537, Page 148 of the Deed and Plat Records of Bexar County, Texas

said parcel being more particularly described in Exhibit A, attached hereto and incorporated herein.

With a total investment of approximately six million three hundred fifty thousand dollars (\$6,350,000), BD shall construct new tangible personal property and real property improvements in approximately forty nine thousand (49,000) square-feet of a two (2) story, 96,000 square foot facility to be completed by December 31, 2011, which BD shall lease, hold an interest in or otherwise control (the "Facility"). BD shall create and maintain a minimum of two hundred ninety six (296) non-temporary, full-time employment positions according to the following schedule: Year 1 (January 1, 2011 to December 31, 2011) – one hundred sixty (160); Year 2 (January 1, 2012 to December 31, 2012) – sixty four (64) additional; Year 3 (January 1, 2013 to December 31, 2013) – seventy two (72) additional; for a cumulative total of two hundred ninety six (296) retained or created and maintained non-temporary, full-time employment positions. These positions shall consist of finance, procurement, human resources, supply chain and customer service positions. BD shall invest approximately one million six hundred thousand dollars (\$1,600,000.00) in real property improvements (the "Real Property Improvements") by December 31, 2011, and approximately four million seven hundred fifty thousand dollars (\$4,750,000.00) in tangible personal property improvements (the "Personal Property Improvements") by December 31, 2013. BD shall conduct, in the Facility, normal business activities including, but not limited to, those professional services activities consisting of finance, procurement, human resources, supply chain and customer service (hereinafter collectively referred to as the "Business Activities") or the normal Business Activities of a Related Organization (defined in Article 5, Paragraph I) so long as such Business Activities include the normal Business Activities of a professional services facility or similar activity. BD shall be entitled to tax abatements authorized herein for Real Property Improvements and Personal Pproperty Improvements above the Base Year Value and Base Value, respectively (as defined in Article 6, Paragraph A) (collectively, the "Property Improvements") if BD or a Related Organization undertakes and maintains Business Activities and employment positions in accordance with the terms of this Agreement in the Zone. BD understands and agrees that there shall be no abatement of taxes for the land, inventory or supplies.

B. BD shall establish an "Improvements Only" tax account for real property and tangible personal property improvements with the Bexar County Appraisal District regarding the Property and provide these tax account numbers to the CITY.

C. A copy of the Ordinance authorizing this Agreement shall be filed/recorded with the Bexar County Property Records by the City of San Antonio; BD shall be responsible for the payment of fees associated with this recording, obtained from BD's application fee.

#### 4. **BD'S REPRESENTATIONS**

A. BD represents that it has no knowledge that any interest in the Property is presently owned, held or leased by a member of the San Antonio City Council, Zoning Commission, Planning Commission, the CITY's International and Economic Development Department, or any other CITY officer or employee. BD further represents that they shall not knowingly sell, lease or otherwise convey such an interest to a member of the San Antonio City Council, the Zoning Commission, the Planning Commission, the CITY's International and Economic Development Department or any other CITY officer or employee, as long as this Agreement remains in effect. BD also represents that, to its knowledge, it, its employees and officials are in compliance with the CITY's Ethics Code.

B. BD represents that there is no litigation pending against BD for any violations under the Occupational Safety and Health Act.

#### 5. **TERMS OF THE AGREEMENT**

A. Obligations of BD. For BD to receive the tax abatement authorized herein: (1) BD shall lease, hold an interest in or otherwise control the Facility and Property Improvements and shall invest approximately one million six hundred thousand dollars (\$1,600,000.00) in Real Property Improvements by December 31, 2011, and approximately four million seven hundred fifty thousand dollars (\$4,750,000.00) in Personal Property Improvements by December 31, 2013 for the Facility described in Article 3, Paragraph A; and (2) BD shall occupy and use the Facility for its Business Activities throughout the Tax Abatement Term (as defined in Article 6, Paragraph A) and Recapture Period (as defined in Article 7, Paragraph I of this Agreement; (3) retain, create and maintain the full-time, non-temporary employment positions described in Article 3, Paragraph A; and (4) otherwise comply with all applicable terms of this Agreement.

B. Wage Requirement. BD covenants and agrees that it shall comply with the wage standard policy specified in the City of San Antonio Tax Abatement Guidelines, attached hereto as Exhibit "B" and incorporated herein for all purposes, at the time the City Council authorized execution of this Agreement. BD understands and agrees that the minimum cash wage for all employees is ten dollars and sixty cents (\$10.60) per hour and after one year, the hourly earnings for seventy percent (70%) of the positions is not less than twelve dollars and seventy six cents (\$12.76) per hour as of the time City Council authorized execution of this Agreement.

C. Full-Time Position. For the purposes of this Agreement, a full-time position shall be equivalent to two thousand eighty (2,080) straight-time paid hours in a fiscal year.

D. Employee Benefits. BD covenants and agrees that it shall offer all of its non-temporary full-time employees at the Facility the opportunity to elect to receive substantially similar employee benefits as those employee benefits offered to similarly situated U.S. employees of BD's, as those benefits are currently described in Exhibit "C", attached hereto and incorporated herein, and as they may be modified from time to time corporate-wide in the U.S. BD covenants and agrees that, during each year of the Term of this Agreement, it will continue to offer all of its

full-time employees at the Facility the opportunity to elect to receive an employee benefits package that is substantially similar to either: (a) the benefits package described in Exhibit “C”; or (b) those employee benefits offered to similarly situated BD non-temporary full-time employees generally. BD further covenants and agrees that during the Term of this Agreement all of its full-time employees at the Facility shall be offered the option to elect to participate in a health plan which provides coverage for their eligible dependents, on terms substantially similar to the coverage provided to the eligible dependents generally of BD’s U.S. non-temporary, full-time employees. Employees may be required to pay all or a portion of the cost of certain benefits.

E. Compliance with Employment Regulation. BD covenants and agrees that it shall comply with all applicable federal and state laws governing the employment relationship between employers and employees in all material respects. A non-exclusive list of such laws is attached hereto as Exhibit “D” and incorporated herein.

F. Compliance with Business Activities Regulation. BD also covenants and agrees that it shall conduct its Business Activities (as defined in Article 3, Paragraph A) at the Facility in accordance with all applicable federal, state and local laws in all material respects.

G. Compliance with Construction Regulation. BD shall construct any improvements made to the Facility in accordance with all applicable federal, state and local laws including, but not limited to, Texas Commission on Environmental Quality regulations, Bexar County and City of San Antonio laws, Building Codes and ordinances, Historic Preservation and Urban Design ordinances, flood, subdivision, building, electrical, plumbing, fire and life safety codes and regulations, current and as amended in all material respects.

H. Improvements Completion. BD shall substantially complete Real Property Improvements by December 31, 2011 and Personal Property Improvements by December 31, 2013 and shall house BD’s Business Activities (as defined in Article 3, Paragraph A) at the Facility in the Zone in which BD is located. BD shall be entitled to such additional time to complete said improvements as may be required due to any “Force Majeure” event, contingent upon BD diligently pursuing said completion of improvements. For purposes of this Section 5(H): (i) “Force Majeure” shall be as defined in Article 8 below; and (ii) the CITY shall have the final determination, to be exercised reasonably and in good faith, whether to grant an extension of time for said completion for reasons of Force Majeure and the length of such extension, if granted. BD shall notify the CITY of the completion of the Real Property Improvements and Personal Property Improvements by sending notice to the address listed in Article 9 (Notice) within one (1) month of completion.

I. Authorized Business Activities. Except as provided herein, BD covenants and agrees that it shall use the Property at the Facility only to conduct its Business Activities (as defined in Article 3, Paragraph A). Without additional consent or approval required by the City Council, but conditioned upon administrative consent and approval by CITY’s Director of International and Economic Development: (i) a parent, subsidiary or affiliate organization of BD, or a new entity created as a result of a merger or other corporate restructure or reorganization of BD, or any component thereof (hereinafter “Related Organization”); or subject to City Council approval,

duly evidenced by ordinance: (ii) an entity which acquires the Facility and Property Improvements and then contracts with BD to provide substantially the same services as previously provided by BD for the Facility (an "Assignee") may occupy and use the Property Improvements and the Facility for such Related Organization's or Assignee's normal business activities, so long as such business activities are those of a finance and information technology and security facility, or similar or comparable to the Business Activities of BD at the Facility. To be eligible for the abatement of ad valorem taxes as provided in this Agreement, such Related Organization or Assignee shall comply with all applicable terms of this Agreement. Except as authorized above, BD covenants and agrees not to change the principal use of the Property Improvements and Facility without prior approval by the City Council, as evidenced in a duly approved ordinance.

J. Maintenance Obligations. BD covenants and agrees that it shall maintain the Property and the Facility in good repair and condition during the Tax Abatement Term and Recapture Period of this Agreement. Compliance with the maintenance obligations imposed herein shall be presumed if BD follows its reasonable, normal and customary maintenance and repair procedures and schedules.

K. Inspections by the City. Upon five (5) business days prior notice to BD by the CITY, BD covenants and agrees that it shall allow designated representatives of the CITY access to the Facility during normal business hours for inspection to determine if the terms and conditions of this Agreement are being met. (This inspection is independent of CITY'S police powers to inspect for purposes of assuring compliance with applicable City Codes and Ordinances). The CITY's access to BD's books and records will be limited to information needed to verify that BD is complying with the terms of this Agreement, has been conducting agreed Business Activities and appropriate maintenance and/or repair at the Facility. Any information that is not required by law to be made public shall be kept confidential by CITY. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require BD to obtain an independent firm to verify and/or audit the information. This certified statement by an independent firm shall be provided at the sole cost of BD. For inspection purposes, CITY representatives may be accompanied by BD representatives and said inspection shall be conducted so that the inspection shall: (a) not unreasonably interfere with the operation of the Facility; and (b) comply with BD's reasonable security requirements.

L. Disclosure to Bexar County Appraisal District. During the Tax Abatement Term and Recapture Period of this Agreement, BD covenants and agrees to furnish, as applicable, by April 30<sup>th</sup> of each year, the Chief Appraiser of the Bexar County Appraisal District with information outlined in Chapter 22, V.A.T.S. Tax Code, as amended, as may be necessary for the tax abatement and for appraisal purposes.

M. Disclosure to CITY. BD covenants and agrees that it shall provide, within thirty (30) days after June 30 and December 31 of each year, the CITY's Director of the International and Economic Development with a semi-annual certification from an officer of BD attesting to the number of employment positions created and maintained, as well as wages paid, by BD at the Facility as of such dates. BD shall also submit this information to the CITY upon request, as deemed necessary at the reasonable discretion of the CITY, during the Tax Abatement Term and

Recapture Period of this Agreement. The information provided shall be on the forms set forth in, or substantially similar to the forms set forth in, Exhibit "E" (attached hereto and incorporated herein), as amended.

N. Local Employment Goal. BD covenants and agrees to make a good faith effort to hire at least twenty five percent (25%) local employees for positions to fulfill its requirements under Article 5, Paragraph A. "Local" is defined, for the purposes of this Agreement, as an employee whose principal residence is located within the city limits of the CITY or within the county limits of Bexar County.

O. Notification Requirement Regarding Sale, Transfer or Sub-lease of Facility or Property Improvements. BD covenants and agrees to notify CITY in writing at least 30 days prior to any reorganization, sale (whole or partial), transfer or sub-lease of the Facility, Property Improvements or Corporate organization of BD during the Tax Abatement Term or Recapture Period of this Agreement. BD shall request Assignment of this Agreement to any Related Organization, new purchaser, transferee or sub-lessor of the Facility, Property Improvements or Corporate organization of BD. CITY shall not unreasonably withhold, condition or delay approval of any requests for Assignment of this Agreement by BD, subject to the provisions of Article 11 of this Agreement, and any Assignee to which the provisions of this Article 5, Section O apply shall be bound by all terms of this Agreement.

P. Notification Requirement Regarding Relocation or Cessation of Business Activities. BD covenants and agrees to notify CITY in writing at least 30 days prior to Relocating or Ceasing its Business Activities (as defined in Article 7, Paragraphs B and C).

Q. Penalty for Default/Termination. If, during the Tax Abatement Term or Recapture Period of this Agreement, BD fails to comply with any of the terms of this Agreement for a period of three (3) or more consecutive months, then the termination and recapture provisions of Article 7, Paragraphs E, F and I of this Agreement shall apply against BD.

R. Other Actions Resulting in Default/Termination. If, during the Tax Abatement Term or Recapture Period of this Agreement, and after the Cure Period (defined in Section 7), BD allows the ad valorem taxes due on the land, real and/or personal property or inventory and supplies related to the Facility to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or is in default with any loan which has been made by the San Antonio Development Agency, City of San Antonio Industrial Development Authority or any other CITY-sponsored loan/grant/bond program, then the termination and recapture provisions of Article 7, Paragraphs F and I of this Agreement shall apply.

## 6. TAX ABATEMENT

A. Term. The Tax Abatement Term shall be as follows for the Real Property Improvements and Personal Property Improvements:

1. Ad valorem taxes on Real Property and tangible Personal Property Improvements will be abated for a period of six (6) years beginning on January 1, 2011. The **Base Year** for

calculating the value of the Real Property Improvements and Personal Property Improvements shall be 2010.

2. The "Base Year Value" of the Real Property Improvements shall be the assessed value (determined by the Bexar County Appraisal District), of the Real Property Improvements as of the Base Year determined in accordance with Article 6, Section A, Paragraphs 1 above. The "Base Value" of Personal Property Improvements (determined by the Bexar County Appraisal District) shall be the assessed value of any Personal Property or Personal Property Improvements located at the Facility prior to the execution date of this Agreement.

3. Recapture Period. Following the Tax Abatement Term, a period shall follow, known as the "Recapture Period", during which the CITY may recapture previously abated ad valorem taxes in the event of default of Agreement terms by BD.

B. Conditions Precedent. At the commencement of the Tax Abatement Term, BD shall lease, have an interest in or otherwise control the Property and shall conduct its Business Activities at the Facility. An abatement of ad valorem taxes shall be granted in each year of the Tax Abatement Term as described in Article 6, Paragraph C below.

C. Additional Conditions and Tax Abatement Percentage. Provided that BD has invested approximately one million six hundred thousand dollars (\$1,600,000.00) in Real Property Improvements by December 31, 2011 and approximately four million seven hundred fifty thousand dollars (\$4,750,000.00) in tangible Personal Property Improvements to the Facility by, December 31, 2013; and BD has satisfied, and continues to satisfy, Article 5, Paragraph A of this Agreement; BD uses the Facility for its Business Activities; and BD is otherwise in compliance with the terms and conditions of this Agreement, then one hundred percent (100%) of the ad valorem taxes for the Property Improvements, above the Base Year Value and Base Value, shall be abated during the Tax Abatement Term. There shall be no abatement of ad valorem taxes for land, inventory or supplies.

D. Pre-Term Taxes. BD shall pay, or cause to be paid, to the CITY ad valorem taxes for real property, personal property and inventory and supplies assessed, if any and as applicable, by the CITY on the Property prior to the commencement of the Term.

E. Base Year Taxation. BD understands and agrees that the Base Year Value of the Real Property and Base Value of the Personal Property and the tax levy based on said Values of the Property in the Zone shall not decrease, but such taxes may increase and that the amount of taxes paid by BD to the CITY attributable to the Property during the Term shall not be less than the amount of taxes attributable to the Property paid to the CITY for the base year tax year, if any, except in the event of casualty or condemnation of the Facility in the Zone.

F. Protest Rights. BD shall have the right to protest appraisals of the Property, or any portion thereof, or the value of any improvements over and above the Base Year Value and Base Value as applicable.

## 7. **DEFAULT/TERMINATION/RECAPTURE**

A. Relocation Defined. For purposes of this section, “Relocation” or “Relocate” shall mean BD, a Related Organization or Assignee which has taken the place of BD: (i) substantially relocating the Business Activities to a location outside the CITY; or (ii) substantially relocating the Business Activities outside an approved Enterprise or Reinvestment Zone within the CITY.

B. Termination and Recapture of Taxes in Event of Relocation of Business Activities. If BD, a Related Organization or Assignee which has taken the place of BD occupies and uses the Facility for its Business Activities and subsequently Relocates (as defined in Article 7, Paragraph A) during the Tax Abatement Term or Recapture Period, except if such Relocation of Business Activities is caused by a Force Majeure, as defined in Article 8, then City Council shall have the right to terminate this Agreement and initiate recapture. Said termination shall be effective for the calendar year during which the Facility or Property Improvements were no longer used for the required purposes stated herein. Upon termination, all ad valorem taxes on Property Improvements otherwise abated for that calendar year and all previously abated ad valorem taxes on Property Improvements under this Agreement shall be recaptured (based on the table in Article 7, Paragraph I) and shall be paid to CITY within sixty (60) calendar days from the date of said termination notice to BD, a Related Organization and/or Assignee by CITY, pursuant to the Notice provisions of this Agreement.

C. Termination and Recapture of Taxes in Event of Cessation of Business Activities. If BD, a Related Organization or Assignee occupies and uses the Facility for its Business Activities and subsequently ceases conducting Business Activities (or a substantial portion thereof) at the site for a continuous period of three (3) months during the Tax Abatement Term for any reason, except if such cessation is caused by a Force Majeure as defined in Article 8, then the City Council shall have the right to terminate this Agreement. Said termination shall be effective for the calendar year during which the Facility or Property Improvements were no longer used for the required purposes stated herein. Upon said termination, all ad valorem taxes on Property Improvements otherwise abated for that calendar year and all previously abated ad valorem taxes on Property Improvements under this Agreement shall be recaptured (based on the table in Article 7, Paragraph I) and shall be paid to CITY within sixty (60) calendar days from the date of said termination notice to BD, a Related Organization and/or Assignee by CITY, pursuant to the Notice provisions of this Agreement..

D. Recapture of Taxes Following Term of Agreement. In the event that the Tax Abatement Term expires and BD Relocates (as defined in this Article 7, Paragraph A) or ceases to conduct Business Activities (as defined in this Article 7, Paragraph C) at the Facility during the Recapture Period, then the City Council shall also have the right to terminate this Agreement and recapture from BD, a Related Organization and/or Assignee all previously abated ad valorem taxes on Property Improvements based on the table in Article 7, Paragraph I of this Agreement (the “Recapture Period”), which shall be paid to CITY within sixty (60) calendar days from the date of said termination notice to BD, a Related Organization and/or Assignee by CITY pursuant to the Notice provisions of this Agreement.

E. Termination and Recapture of Taxes for Failure to Maintain Minimum Number of Employment Positions. If BD, a Related Organization or Assignee fails to satisfy Article 5, Paragraph A above, calculated by the averaging of the two most current semi-annual Employee Wage Information for Tax Abatement Request Forms, or substantially similar form, (Exhibit “E”) for such calendar year of noncompliance, then for each such calendar year of noncompliance, the tax abatement shall be reduced in the following tax year by the same percentage as the deficiency in the number of positions. For example, if BD establishes and maintains ninety percent (90%) of the minimum number of non-temporary, full-time positions in a given year, BD shall be entitled to a ninety percent (90%) abatement of the ad valorem Property Improvement taxes for that following year, but subject to a floor of fifty percent (50%). If BD fails to establish and maintain at least fifty percent (50%) of the minimum number of non-temporary full-time positions in a given year then, at the option of City Council, this failure may be grounds for termination of this Agreement. Said termination shall be effective for the calendar year during which the number of non-temporary, full-time positions stated herein are not established and maintained as required. Upon said termination, all ad valorem taxes on Property Improvements otherwise abated for that calendar year and all previously abated ad valorem taxes on Property Improvements under this Agreement shall be recaptured (based on the table in Article 7, Paragraph I) and shall be paid to CITY within sixty (60) calendar days from the date of said termination notice to BD, a Related Organization and/or Assignee by CITY pursuant to the Notice provisions of this Agreement.

F. Cure Period and Declaration of Default. Except as provided in Article 7, Paragraph E, during the Tax Abatement Term or Recapture Period, CITY may declare a default if BD, a Related Organization and/or Assignee fails to comply with any of the material terms of this Agreement. Should CITY determine BD, a Related Organization and/or Assignee is in default under any of the terms of this Agreement, CITY will notify BD, a Related Organization and/or Assignee in writing at the address below in Article 9, and if said default is not cured within sixty (60) calendar days from the date of such notice (hereinafter the “Cure Period”), then City Council shall have the right to terminate this Agreement. CITY may extend the Cure Period if BD, a Related Organization and/or Assignee commences the cure within the Cure Period and is diligently pursuing such cure. If the Agreement is terminated as a result of default, all ad valorem taxes on Property Improvements will be due for the tax year during which the termination occurred and shall accrue without further abatement for all tax years thereafter; in addition, CITY shall have the right to recapture (based on the table in Article 7, Paragraph I) from BD, a Related Organization and/or Assignee all previously abated ad valorem taxes on the Property Improvements under this Agreement and said taxes shall be paid by BD, a Related Organization and/or Assignee to CITY within sixty (60) calendar days from the date of said termination notice to BD, a Related Organization and/or Assignee by CITY pursuant to the Notice provisions of this Agreement.

G. Additional Rights to Terminate. If BD, a Related Organization and/or Assignee allows its ad valorem taxes due on the Base Year Value or Base Value of the Property Improvements to become delinquent and BD, a Related Organization and/or Assignee fails to timely and properly follow the legal procedures for their protest and/or contest, or is in default on any loan which has been made by the San Antonio Development Agency, City of San Antonio Industrial Development Authority or any other CITY sponsored loan/grant/bond program or agreement,

City Council shall have the right to terminate this Agreement under this Article 7, Paragraph G. Ad valorem taxes for the Property Improvements shall then be due for the tax year during which the termination occurred and shall accrue without further abatement for all tax years thereafter. All ad valorem taxes previously abated by virtue of this Agreement shall be recaptured (based on the table in Article 7, Paragraph I) from BD, a Related Organization and/or Assignee and shall be paid to CITY within sixty (60) calendar days from the date of said termination notice to BD, a Related Organization and/or Assignee by CITY pursuant to the Notice provisions of this Agreement.

H. Termination in Event of Taking by Eminent Domain. If the Facility, or any portion of the Property Improvements in the Facility, is taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation, then the abatement of ad valorem taxes on the Property Improvements shall terminate (only as to the portion of the Property Improvements or Facility affected by the taking), effective as of the calendar year during which the taking occurs, and there shall be no recapture of taxes. In the event of a partial taking, BD shall have the right to continue or to terminate this Agreement, for the remaining portion of the Property Improvements or Facility, without recapture or other penalty.

I. Calculation of Taxes Subject to Recapture. If BD, a Related Organization and/or Assignee fails to comply with any of the terms of this Agreement including, but not limited to, defaults defined in Article 7, Paragraphs A through G, then the City Council shall have the right to recapture from BD, a Related Organization and/or Assignee the applicable percentage of the abated ad valorem taxes to Property Improvements based on the following table:

YEAR OF TAX ABATEMENT TERM OR RECAPTURE PERIOD	TOTAL TAX PREVIOUSLY ABATED SHALL BE MULTIPLIED BY:
<u>Tax Abatement Term</u>	
1-6	100%
<u>Recapture Period</u>	
7	100%
8	75%
9	50%
10	25%

FORMULA: The recapture formula for Tax Abatement Term or Recapture Period shall be:

$$\begin{array}{rcl}
 \text{Total Taxes Abated} & \times & \text{Applicable Percentage} \\
 & & \text{from above Schedule} \\
 & & = \\
 & & \text{Amount to be Recaptured}
 \end{array}$$

CITY shall recalculate the amount of recapture (whether during the Tax Abatement Term or Recapture Period) pertaining to each tax year utilizing the above formula. A bill for each year will then be sent to BD, the Related Organization and/or Assignee.

J. Other Remedies Available. CITY shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and/or recapture, if BD, the Related Organization

and/or Assignee defaults under the terms of this Agreement. However, such termination and/or recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which BD, the Related Organization and/or Assignee may be entitled.

**8. AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)**

For purposes of this section, "Force Majeure" is defined as an act of God, terrorism, war, social unrest, strike or natural disaster, explosion, casualty or accident not due to negligence, intentional act or misconduct on the part of BD. In addition to relief expressly granted in this Agreement, CITY shall grant relief from performance of this Agreement if BD is prevented from compliance and performance by an event of Force Majeure and may, at CITY's election, terminate the Agreement. The burden of proof for the need for such relief shall rest upon BD and shall include sufficient and appropriate documentation. To obtain release based upon this Article 8, BD must file a written request with the CITY'S Director of International and Economic Development for processing to City Council for a decision, authorized by a duly approved Ordinance.

**9. NOTICE**

Any notice required or permitted to be given hereunder by one Party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the Party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such Party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such Party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon three (3) days after deposit into the custody of the United States Postal Service or one (1) day after deposit with such nationally recognized delivery service as applicable; all other notices shall be effective upon receipt. From time to time, either Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

TO BD - (Whether personally delivered or mailed):

Becton, Dickinson and Company  
1 Becton Drive, MC 112  
Franklin Lakes, NJ 07417  
Attn: Director, Real Estate

—  
With copy to:

Becton, Dickinson and Company  
1 Becton Drive, MC 89  
Franklin Lakes, NJ 07417  
Attn: General Counsel

TO CITY:

- If mailed:

International and Economic Development Dept.  
Attn: Director  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- If by personal or overnight delivery:

International and Economic Development Dept.  
Attn: Director  
Frost Bank Tower, 19th Floor  
San Antonio, Texas 78205

10. **CONDITION**

This Agreement is conditioned entirely upon the approval of the San Antonio City Council, as evidenced by duly approved Ordinance.

11. **ASSIGNMENT**

Except as otherwise expressly provided herein, this Agreement may be assigned or otherwise transferred only with City Council's prior approval (which approval shall not be unreasonably withheld, conditioned or delayed), as reflected in a duly adopted ordinance. BD shall submit a written request to CITY for approval of the proposed assignment or other transfer at least thirty (30) days prior to the effective date of the assignment or transfer of any part of the Property, the Facility or BD's corporate body; however, no City Council consent is required for an administrative assignment or transfer to a parent of BD, a subsidiary of BD, an affiliate entity of BD, or to any new entity created as a result of a merger, or other corporate restructure or reorganization of BD. However, BD shall give CITY prior written notice, subject to Article 9, requesting assignments or other transfers that do not require City Council consent, as required under Article 5, Paragraph O for administrative assignment. All Assignees shall be bound by all terms and/or provisions and representations of this Agreement.

12. **GENERAL PROVISIONS**

A. None of the Property Improvements described in this Agreement are financed by tax increment bonds.

B. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the CITY related to this project. No bonds for which the CITY is liable have been used to finance this project.

C. Except as otherwise provided in this Agreement, no amendment, modification or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the Parties, subject to City Council approval, as evidenced by ordinance.

**13. SEVERABILITY**

In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the Parties hereto relating to the subject matter contained herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

**14. ESTOPPEL CERTIFICATE**

Any Party hereto may request an estoppel certificate related to this project (hereafter referred to as "Certificate") from another Party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be addressed to a lender, subsequent purchaser or assignee of BD or other party designated by BD which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining Term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.

**15. STANDING**

BD, as a Party to this Agreement, shall be deemed a proper and necessary Party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and BD shall be entitled to intervene in said litigation.

**16. APPLICABLE LAW**

This Agreement shall be construed under the laws of the State of Texas and venue and jurisdiction shall lie in Bexar County, Texas, the location of the Zone in which the BD Facility and Property Improvements are located.

**17. DUPLICATE ORIGINALS**

This Agreement shall be executed in triplicate originals, with a duplicate original going to each Party and one to the City Clerk.

**FINAL EXECUTION** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BECTON, DICKINSON AND COMPANY**  
A New Jersey Corporation

**CITY OF SAN ANTONIO,**  
a Texas Municipal Corporation

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
A.J. Rodriguez  
DEPUTY CITY MANAGER

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Leticia Vacek  
CITY CLERK

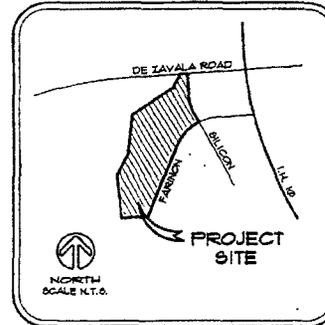
APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie Orton Haby  
ASSISTANT CITY ATTORNEY

# **EXHIBIT A**

# A REPLAT ESTABLISHING FARINON SUBDIVISION

BEING 29.569 ACRES OF LAND, MORE OR LESS, OUT OF A 20.240 ACRE TRACT FURTHER DESCRIBED AS TECHNOLOGY PARK UNIT-1, RECORDED IN VOLUME 9000, PAGES 80-82 AND A 9.351 ACRE TRACT FURTHER DESCRIBED AS HARRIS SUBDIVISION, RECORDED IN VOLUME 9937, PAGE 148, DEED AND FLAT RECORDS, BEXAR COUNTY, TEXAS.



LOCATION MAP

## INDEX of DRAWINGS

LOCATION MAP, and CERTIFICATIONS..... SHEET 1  
 AREAS BEING REPLATTED.....SHEET 2  
 PROPOSED REPLAT.....SHEET 3

**DRAINAGE NOTES:**

NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS OR R.O.W. SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENT AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

MINIMUM FINISHED FLOOR ELEVATIONS FOR RESIDENTIAL AND COMMERCIAL LOTS SHALL BE ELEVATED AT LEAST 1 FOOT HIGHER THAN THE COMPUTED WATER SURFACE ELEVATION FOR THE 100 YEAR ULTIMATE DEVELOPMENT FLOOD.

**STREETSCAPE NOTE:**

NO BUILDING PERMIT WILL BE ISSUED FOR THIS SITE UNTIL A STREETSCAPE PLAN HAS BEEN APPROVED IN ACCORDANCE WITH SECTION 35-512 OF THE CITY OF SAN ANTONIO UNIFIED DEVELOPMENT CODE.

**WASTEWATER E.D.U. NOTE:**

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (E.D.U.) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY DEVELOPMENT SERVICES.

**EDWARDS AQUIFER NOTE:**

APPROXIMATELY 1.25 ACRES OF THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE. NO PERSON SHALL COMMENCE THE CONSTRUCTION OF ANY REGULATED ACTIVITY UNTIL AN EDWARDS AQUIFER PROTECTION PLAN (WATER POLLUTION ABATEMENT PLAN OR "WAPP") OR MODIFICATION TO AN APPROVED PLAN AS REQUIRED BY 30 TAC 211.5 OF THE TEXAS WATER CODE, OR LATEST REVISION THEREOF BEEN FILED WITH THE APPROPRIATE REGIONAL TCEQ OFFICE AND THE APPLICATION HAS BEEN APPROVED BY THE EXECUTIVE DIRECTOR OF THE TCEQ.

**CPS NOTES:**

THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHT-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT" AND "TRANSFORMER EASEMENT", FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER SAID GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

ANY C.P.S. MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF C.P.S. EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.

THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:

\*NONE AFFECTED\*

**SURVEY NOTES:**

COORDINATES ARE BASED ON 1983 NORTH AMERICAN DATUM FOR THE TEXAS SOUTH CENTRAL ZONE.

BEARINGS BASED ON PLAT OF TECHNOLOGY PARK UNIT 1, RECORDED IN VOLUME 9000, PAGES 80-82 DEED AND FLAT RECORDS, BEXAR COUNTY, TEXAS.

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE PLANNING COMMISSION OF THE CITY.

*Robert D. Leonard* 9-9-05  
ROBERT D. LEONHARD  
REGISTERED PROFESSIONAL ENGINEER NO. 74492



STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT SUBSTANTIALLY CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

*J.M. Butz, Jr.*  
J.M. BUTZ, JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2024



OWNER  
FARINON ELECTRIC COMPANY  
DIVISION OF HARRIS CORPORATION  
1025 WEST NASA BLVD MS-1B  
WELLSBORO, FLORIDA 32915

SURVEYOR  
BUTZ LAND SURVEYING  
3630 KUSHNER ROAD  
ST. HELENA, TEXAS 76152

STATE OF TEXAS  
COUNTY OF BEXAR

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED AS TECHNOLOGY PARK UNIT-1 WHICH IS RECORDED IN VOLUME 9000, PAGES 80-82, AND AS HARRIS SUBDIVISION WHICH IS RECORDED IN VOLUME 9937, PAGE 148, BEXAR COUNTY DEED AND FLAT RECORDS.

I (WE), THE OWNER(S) OF THE PROPERTY SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS REPLAT DOES NOT AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS. I (WE) FURTHER CERTIFY THAT NO PORTION OF THIS REPLAT WAS LIMITED DURING THE PRECEDING FIVE YEARS BY AN INTERIM OR PERMANENT ZONING CLASSIFICATION TO RESIDENTIAL USE FOR NOT MORE THAN TWO RESIDENTIAL UNITS PER LOT, OR THAT ANY LOT IN THE PRECEDING PLAT WAS LIMITED BY DEED RESTRICTIONS TO RESIDENTIAL USE FOR NOT MORE THAN TWO RESIDENTIAL UNITS PER LOT.

*Charles Roberts*  
OWNER, FARINON ELECTRIC COMPANY,  
DIVISION OF HARRIS CORPORATION  
BY: CHARLIE ROBERTS, VICE PRESIDENT OF MANUFACTURING  
OPERATIONS, MICROWAVE COMMUNICATIONS DIVISION

SWORN AND SUBSCRIBED BEFORE ME THIS 8 DAY OF September  
*Quinn M. Taylor*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 11-14-2007



STATE OF TEXAS  
COUNTY OF BEXAR

THIS PLAT OF FARINON SUBDIVISION NUMBER 050318 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS      DAY OF     , A.D., 20     

BY: *Dwain Wright*  
CHAIRMAN  
BY: *Robin A. Smith*  
SECRETARY

STATE OF TEXAS  
COUNTY OF BEXAR

I, Cory Rickhoff, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 20<sup>th</sup> DAY OF September, A.D., 20 05 AT 8:04 A.M. AND DULY RECORDED THE 20<sup>th</sup> DAY OF September, A.D., 20 05 AT 1:58 P.M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/VOLUME 9517 ON PAGE 85 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 20<sup>th</sup> DAY OF September, A.D., 20 05

*Antonio Garcia*  
COUNTY CLERK BEXAR COUNTY, TEXAS  
BY: *Antonio Garcia*, DEPUTY



PREPARED BY



SEPTEMBER 07, 2005

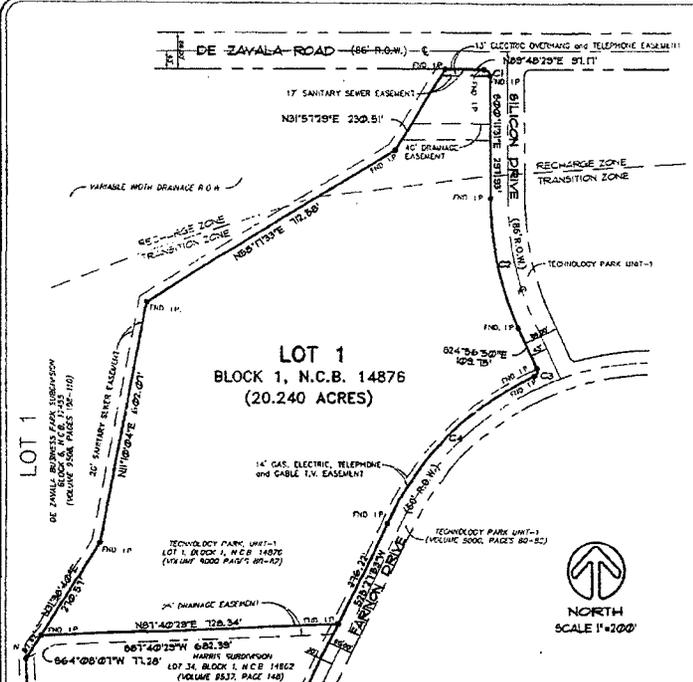
DRAWN TMDW SHEET 01 OF 03

Book: 9567  
Page: 0895  
Plat: 050318-0318  
Date: 09/09/05  
City: SAN ANTONIO  
County: BEXAR  
State: TEXAS  
Commission Expires: 11/14/07  
Notary: Quinn M. Taylor

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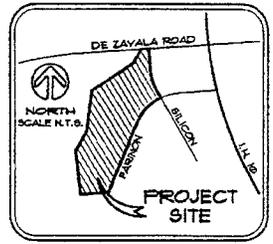
FILE NAME - TECH-PILL-03

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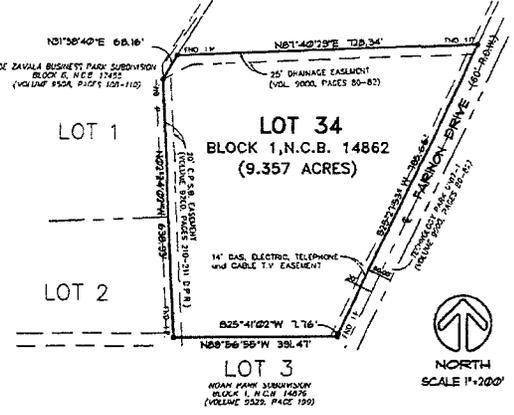


**CURVE DATA**

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD ANGLE
C1	82°38'37"	15.00	15.00	23.00	21.21	54°51'47"
C2	74°45'30"	260.00	166.74	174.77	174.80	41°14'16"
C3	67°32'35"	15.00	14.59	23.15	20.82	51°15'28"
C4	41°05'57"	730.00	274.24	524.70	512.45	44°50'46"



**LOCATION MAP**



**AREA BEING REPLATTED THROUGH PUBLIC HEARING**

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED AS HARRIS SUBDIVISION, WHICH IS RECORDED IN VOLUME 9537, PAGES 148, BEXAR COUNTY DEED AND PLAT RECORDS.

**AREA BEING REPLATTED THROUGH PUBLIC HEARING**

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED AS TECHNOLOGY PARK UNIT-1, WHICH IS RECORDED IN VOLUME 9000, PAGES 80-82, BEXAR COUNTY DEED AND PLAT RECORDS.

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\*NONE AFFECTED\*

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**EDWARDS AQUIFER NOTE.**  
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STATE OF TEXAS  
 COUNTY OF BEXAR

HEREBY CERTIFY THAT THE ABOVE PLAT SUBSTANTIALLY CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND.

ROBERT D. LEONHARD  
 REGISTERED PROFESSIONAL ENGINEER NO. 74462



J.M. BUTZ, JR.  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2024



PLAT NO. 050318

**A REPLAT ESTABLISHING  
 FARINON SUBDIVISION**

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STATE OF TEXAS  
 COUNTY OF BEXAR

THE AREA BEING REPLATTED WAS PREVIOUSLY PLATTED AS TECHNOLOGY PARK UNIT-1 WHICH IS RECORDED IN VOLUME 9000, PAGES 80-82, AND AS HARRIS SUBDIVISION WHICH IS RECORDED IN VOLUME 9537, PAGE 148, BEXAR COUNTY DEED AND PLAT RECORDS.

I, (WE), THE OWNER(S) OF THE PROPERTY SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS REPLAT DOES NOT AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS. I (WE) FURTHER CERTIFY THAT NO PORTION OF THIS REPLAT WAS LIMITED DURING THE PRECEDING FIVE YEARS BY AN INTERIM OR PERMANENT ZONING CLASSIFICATION TO RESIDENTIAL USE FOR NOT MORE THAN TWO RESIDENTIAL UNITS PER LOT, OR THAT ANY LOT IN THE PRECEDING PLAT WAS LIMITED BY DEED RESTRICTIONS TO RESIDENTIAL USE FOR NOT MORE THAN TWO RESIDENTIAL UNITS PER LOT.

OWNER: FARINON ELECTRIC COMPANY,  
 DIVISION OF HARRIS CORPORATION  
 BY: CHARLE ROBERTS, VICE PRESIDENT OF MANUFACTURING OPERATIONS, MICROWAVE COMMUNICATIONS DIVISION

SWORN AND SUBSCRIBED BEFORE ME THIS 8 DAY OF SEPTEMBER

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 11-14-2007

STATE OF TEXAS  
 COUNTY OF BEXAR

THIS PLAT OF FARINON SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_

BY: *Dawn Wright* CHAIRMAN  
 BY: *Robert D. Leonhard* SECRETARY

STATE OF TEXAS  
 COUNTY OF BEXAR

I, *Cory Rickhoff*, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 20<sup>th</sup> DAY OF September, A.D., 20 07, AT 2:04 P.M. AND DULY RECORDED THE 20<sup>th</sup> DAY OF September, A.D., 20 07, AT 5:16 P.M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/VOLUME 9537, ON PAGE 86, IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 20<sup>th</sup> DAY OF September, A.D., 2007.

COUNTY CLERK, BEXAR COUNTY, TEXAS  
 BY: *Antonia Maria*, DEPUTY



OWNER: FARINON ELECTRIC COMPANY  
 DIVISION OF HARRIS CORPORATION  
 1025 WEST WASH. BLVD., 48-16  
 MELBOURNE, FLORIDA 32919

PREPARED BY



SEPTEMBER 07, 2008

DRAWN DW/TW SHEET 02 OF 03

# A REPLAT ESTABLISHING FARINON SUBDIVISION

BEING 29.569 ACRES OF LAND, MORE OR LESS, OUT OF A 20.240 ACRE TRACT FURTHER DESCRIBED AS TECHNOLOGY PARK UNIT-1, RECORDED IN VOLUME 9000, PAGES 80-82 AND A 9.351 ACRE TRACT FURTHER DESCRIBED AS HARRIS SUBDIVISION, RECORDED IN VOLUME 9931, PAGE 148, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.

**NOTES:**

1. NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTION OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS OR R.O.W. SHOWN ON THIS REPLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS SECTIONS OF THE DRAINAGE EASEMENT AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTEE'S ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATION OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.
2. MINIMUM FINISHED FLOOR ELEVATION FOR RESIDENTIAL AND COMMERCIAL LOTS SHALL BE ELEVATED AT LEAST 1 FOOT HIGHER THAN THE COMPUTED WATER SURFACE ELEVATION FOR THE 100-YEAR ULTIMATE DEVELOPMENT FLOOD.

STATE OF TEXAS  
COUNTY OF BEXAR

THE AREA BEING REPLATED WAS PREVIOUSLY PLATTED AS TECHNOLOGY PARK UNIT-1 WHICH IS RECORDED IN VOLUME 9000, PAGES 80-82, AND AS HARRIS SUBDIVISION WHICH IS RECORDED IN VOLUME 9931, PAGE 148, BEXAR COUNTY DEED AND PLAT RECORDS.

I (WE), THE OWNER(S) OF THE PROPERTY SHOWN ON THIS REPLAT HEREBY CERTIFY THAT THIS REPLAT DOES NOT AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS. I (WE) FURTHER CERTIFY THAT NO PORTION OF THIS REPLAT WAS LIMITED DURING THE PRECEDING FIVE YEARS BY AN INTERIM OR PERMANENT ZONING CLASSIFICATION TO RESIDENTIAL USE FOR MORE THAN TWO RESIDENTIAL UNITS PER LOT, OR THAT ANY LOT IN THE PRECEDING PLAT WAS LIMITED BY DEED RESTRICTIONS TO RESIDENTIAL USE FOR MORE THAN TWO RESIDENTIAL UNITS PER LOT.

*Chas. Roberts*  
OWNER, FARINON ELECTRIC COMPANY,  
DIVISION OF HARRIS CORPORATION  
BY: CHARLIE ROBERTS, VICE PRESIDENT OF MANUFACTURING  
OPERATIONS, MICROWAVE COMMUNICATIONS DIVISION

SWORN AND SUBSCRIBED BEFORE ME THIS 8 DAY OF SEPTEMBER, 2005  
*Walter Martin* TEXAS  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: 11-14-2007

STATE OF TEXAS  
COUNTY OF BEXAR

THIS PLAT OF FARINON SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED BY SAID COMMISSION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

BY: *Duncan Dwyer*  
CHAIRMAN  
BY: *Rubén*  
SECRETARY

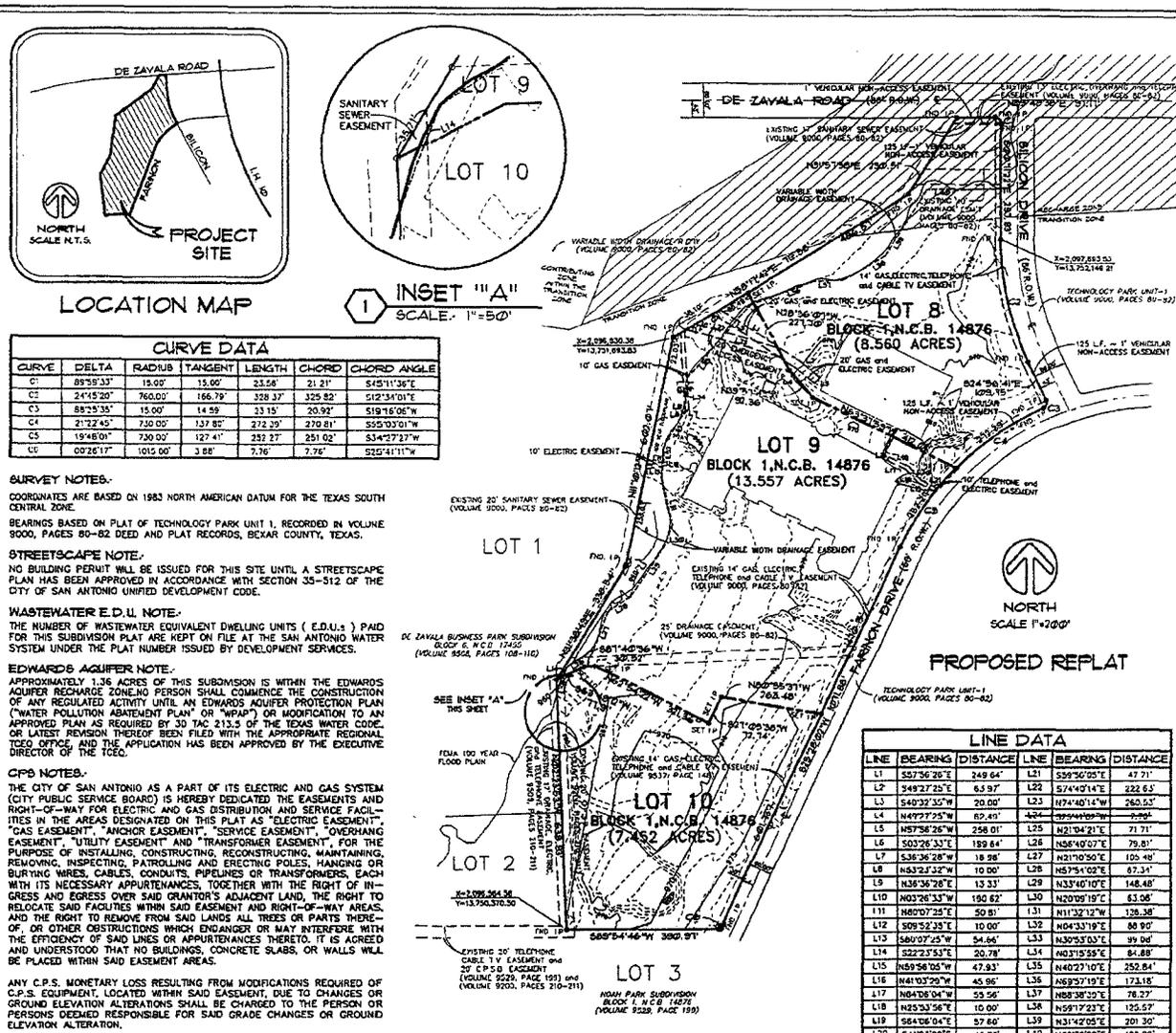
STATE OF TEXAS  
COUNTY OF BEXAR

I, *Gerry Rickhoff* COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 30<sup>th</sup> DAY OF September, A.D. 2005 AT 2:00 P.M. AND DULY RECORDED THE 30<sup>th</sup> DAY OF September, A.D. 2005 AT 2:00 P.M. IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, IN BOOK/VOLUME 9037 ON PAGE 87 IN TESTIMONY WHEREOF, I WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 30<sup>th</sup> DAY OF September, A.D. 2005.

BY: *Antonio Garcia*  
DEPUTY COUNTY CLERK, BEXAR COUNTY, TEXAS

PREPARED BY

**COYLE ENGINEERING, INC.**  
512 EAST BLAUGA SUITE 100 - BEEVILLE, TX 78009  
PHONE 3548 241-3333 - FAX 3548 241-3334



**CURVE DATA**

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	CHORD ANGLE
C1	89°58'33"	15.00'	15.00'	23.58'	21.21'	54°51'136"
C2	24°15'20"	760.00'	166.79'	328.37'	325.82'	51°2'34'01"E
C3	88°25'35"	15.00'	14.59'	23.15'	20.92'	51°9'16'06"W
C4	21°22'45"	730.00'	137.80'	272.29'	270.81'	55°03'01"W
C5	19°48'01"	730.00'	127.41'	252.27'	251.02'	53°42'27"W
C6	09°28'17"	1012.00'	3.88'	7.76'	7.76'	52°04'11"W

**SURVEY NOTES:**  
COORDINATES ARE BASED ON 1983 NORTH AMERICAN DATUM FOR THE TEXAS SOUTH CENTRAL ZONE.  
BEARINGS BASED ON PLAT OF TECHNOLOGY PARK UNIT 1, RECORDED IN VOLUME 9000, PAGES 80-82 DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.  
**STREETScape NOTE:**  
NO BUILDING PERMIT WILL BE ISSUED FOR THIS SITE UNTIL A STREETScape PLAN HAS BEEN APPROVED IN ACCORDANCE WITH SECTION 353-312 OF THE CITY OF SAN ANTONIO UNIFIED DEVELOPMENT CODE.

**WASTEWATER E.D.U. NOTE:**  
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (E.D.U.'s) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY DEVELOPMENT SERVICES.

**EDWARDS AQUIFER NOTE:**  
APPROXIMATELY 1.36 ACRES OF THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND PERSON SHALL COMPLY WITH THE CONSTRUCTION OF ANY REGULATED ACTIVITY UNTIL AN EDWARDS AQUIFER PROTECTION PLAN ("WATER POLLUTION ABATEMENT PLAN" OR "WPAP") OR MODIFICATION TO AN APPROVED PLAN AS REQUIRED BY 30 TAC §13.5 OF THE TEXAS WATER CODE, OR LATEST REVISION THEREOF BEEN FILED WITH THE APPROPRIATE REGIONAL TCEQ OFFICE, AND THE APPLICATION HAS BEEN APPROVED BY THE EXECUTIVE DIRECTOR OF THE TCEQ.

**CPS NOTES:**  
THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHT-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT" AND "TRANSFORMER EASEMENT", FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING AND ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER SAID GRANTEE'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

ANY C.P.S. MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF C.P.S. EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.

THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:

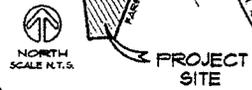
\*NONE AFFECTED\*

**DRAINAGE NOTES:**  
NO STRUCTURES, FENCES, WALLS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS OR R.O.W. SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENT AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SAN ANTONIO AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTEE'S ADJACENT PROPERTY TO REMOVE ANY OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENTS AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

MINIMUM FINISHED FLOOR ELEVATIONS FOR RESIDENTIAL AND COMMERCIAL LOTS SHALL BE ELEVATED AT LEAST 1 FOOT HIGHER THAN THE COMPUTED WATER SURFACE ELEVATION FOR THE 100 YEAR ULTIMATE DEVELOPMENT FLOOD.

FILE NAME: TECH-FILE-0318

PLAN 050318  
DATE 09/08/05  
BY J. BUTZ, JR.  
CHECKED BY: [Signature]  
DATE 09/08/05  
BY: [Signature]



LOCATION MAP

INSET "A"  
SCALE: 1"=50'



STATE OF TEXAS  
COUNTY OF BEXAR  
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE PLANNING COMMISSION OF THE CITY.  
9-9-05 *Robert D. Leonard*  
ROBERT D. LEONARD  
REGISTERED PROFESSIONAL ENGINEER NO. 74492



STATE OF TEXAS  
COUNTY OF BEXAR  
I HEREBY CERTIFY THAT THE ABOVE PLAT SUBSTANTIALLY CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:  
*J.M. Butz, Jr.*  
J.M. BUTZ, JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2024



OWNER: FARINON ELECTRIC COMPANY  
DIVISION OF HARRIS CORPORATION  
1025 WEST NASA BLVD. MS-18  
WELDFURNE, TEXAS 78089

SURVEYOR: BUTZ LAND SURVEYING  
3830 KUSMIEZK ROAD  
ST. HELENA, TEXAS 78026

DRAWN DW/TM SHEET 03 OF 03

# **EXHIBIT B**

# CITY OF SAN ANTONIO

## TAX ABATEMENT GUIDELINES



*Effective Month January 1, 2009 through December 31, 2010  
(Amended by City Council June 24, 2010)  
(Amended Seventy Percent Wage Requirement September 1, 2010)*



**CITY OF SAN ANTONIO**  
**International and Economic Development Department**  
**P.O. Box 839966**  
**San Antonio, Texas 78283-9966**  
**Telephone: (210) 207-8080**  
**[www.sanantonio.gov/edd](http://www.sanantonio.gov/edd)**

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## Introduction

Chapter 312 of the Texas Tax Code authorizes local governments to abate 100% of ad valorem property taxes on the value of new property improvements for up to 10 years, including real property, tangible personal property, and inventory and supplies. The City of San Antonio is required by this same statute to develop and review guidelines at least every two years for the eligibility and award of this tax incentive.

*These Guidelines support the City's priorities for attracting new investment and job retention/creation in targeted industries. The City Council is committed to fully evaluating the merits and benefits of each individual project and retaining the flexibility to offer any project up to the maximum tax abatement allowed under the law. City Council has also directed staff to carefully consider high priority opportunities with significant investment and/or job creation in targeted industries, such as renewable energy and biotechnology, and to exercise flexibility in offering the maximum tax abatement necessary to attract such projects to San Antonio regardless of where they locate in the community.*

The growth, sustainability and diversity of a regional economy are goals that are critical to the long-term prosperity of a community and its citizens. Communities must strategically plan and implement policies and incentive programs to achieve these goals. San Antonio's Tax Abatement Guidelines demonstrate a pro-business environment to help attract, retain and expand targeted industries, increase employment and wages, expand the tax base, and create long-term capital investment and new wealth opportunities in the community.

State law further requires that each taxing jurisdiction enter into a Tax Abatement Agreement with each owner of property or the owner of a leasehold interest in real property receiving an abatement or portion thereof. These agreements are binding legal documents between all parties involved. Additional provisions and requirements are included in those agreements.

The City Council has adopted these Guidelines and will utilize them to ensure that any abatement of property taxes achieves the community's economic development goals. Each taxing jurisdiction independently decides whether or not to abate taxes for any given project and approval from one governmental entity does not guarantee approval from the other.

## **Eligibility Criteria**

To be eligible for consideration by City Council for a tax abatement under these Guidelines, a company or project must meet and/or exceed all of the criteria, as described below:

- Minimum amounts of real or personal property investment;
- Minimum levels of full-time job creation, except for multi-family rental only housing, data centers and mixed-use projects in the City designated Reinvestment Policy Target Area (Appendix D);
- Employee and dependent access to health care benefits;
- Prescribed wage requirements for all employees at project site; and
- Applicant must be in a targeted industry or qualifying business activity.

The amount and term of the tax abatement will also be impacted by:

- The location of facility;
- Other public incentives used for same project; and
- Overall benefit to the community.

### ***Targeted Areas for Investment and Job Creation***

To promote balanced growth, certain areas are targeted for job creation and investment. Depending on the location of the project, the term of the abatement will vary. City Council has adopted an Inner City Reinvestment/Infill Policy which created a three-tiered target area for financial incentives, including tax abatements, to promote growth and development in the inner city and downtown areas. These Guidelines are aligned with that policy. Following are the specific tax abatement term areas as identified at Appendix B.

#### **Areas eligible for a tax abatement up to a 10-year term:**

- Within the City limits, projects located within Loop 410 and the annexed areas of City South.

#### **Areas eligible for a tax abatement up to a 6-year term:**

- Within the City, projects located outside Loop 410 except for City South annexed areas.

#### **Areas *not* eligible for tax abatement:**

- Projects located in whole or in part over the Edwards Aquifer Recharge Zone and Contributing Zone are not eligible for a tax abatement.
- New or existing projects that may have a potentially negative impact on military missions are not eligible for a tax abatement.

## Summary of Capital Investment and Job Creation Requirements

State statute allows the City to offer tax abatements for up to 10 years on up to 100% of real and personal property improvements. The City will consider offering up to this maximum allowable tax abatement on projects that meet or exceed a total capital investment of \$30 million and/or create at least 500 new full-time jobs, except for projects locating over the Edwards Aquifer Recharge and Contributing Zones. However, the City is particularly focused on attracting investment and jobs to the Inner City Reinvestment/Infill Policy area (Appendix D) and is therefore prepared to offer more tax and other development incentives to projects in this targeted area. For projects not meeting the exceptional investment and/or job creation thresholds mentioned above, companies can use the following table as a guide in determining the potential maximum tax abatement incentive for your project:

<b>Potential Tax Abatements Available at Minimum Levels of Capital Investment &amp; Job Creation</b>	<b>City of San Antonio</b>	
	6-Year Term Area (see Appendix B)	10-Year Term Area (See Appendix B)
<b>Investments in Real &amp; Personal Property</b>	\$10 Million Combined	\$1 Million Combined
<b>New Full-Time Jobs</b> (Note 1)	100	25
<b>Potential Tax Abatement</b> (Note 2)	up to 50% on real and personal property	Up to 100% on real and personal property in the Inner City Reinvestment/Infill Policy Target Area
		Up to 75% on real and personal property in areas outside the Inner City Reinvestment/Infill Policy Target Area

Notes:

(1) Eligible multi-family rental only housing, data centers and mixed use projects are exempt from the minimum job creation requirements.

(2) A project will receive consideration toward achieving the maximum tax abatement allowable in a 6 or 10-year term area based on the following:

- Locating in the Inner City Reinvestment/Infill Policy Target Area.
- Meeting Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ standards or equivalent acceptable methodology.
- Enrolling in CPS Energy’s Windtricity or another CPS Energy renewable energy program or other renewable product.
- Paying new and existing employees an hourly wage of 25% or greater above the wage requirement.
- Providing jobs and investment through green technology projects.

### ***Timing***

In order to be eligible for consideration, the company must submit an application prior to commencement of the project. No tax abatement for a proposed project will take effect until a final negotiated agreement has been approved and fully executed. The timing and acquisition of personal property related to this project will impact its eligibility for abatement.

### ***Local Hire Requirement***

Any project seeking a tax abatement must hire at least 25% of its new employees at the project location from residents of the City of San Antonio or Bexar County, regardless of project size.

### ***Employee Health Care Benefits***

The company seeking a tax abatement under these Guidelines must provide each full-time person employed at the project location and his or her dependents with access to affordable health insurance within one year from date of employment.

### ***Wage Requirements***

**Living Wage Requirement:** In order to be eligible for a tax abatement, all (100%) of the company's new and existing employees *at the project location* must earn no less than a "living wage" throughout the full term of the Tax Abatement Agreement. This wage is based on the poverty level for a family of four, as determined annually (January) by the U.S. Department of Health and Human Services (HHS). Legislation enacted in late 2009 and early 2010 prohibited publication of 2010 poverty guidelines before May 31, 2010, and required that the 2009 poverty guidelines remain in effect until publication of updated guidelines. As a result, the poverty guidelines for the remainder of 2010 are the same as the 2009 poverty guidelines. The living wage requirement is \$10.60 per hour.

**Seventy Percent Wage Requirement:** In addition to the "Living Wage" requirement, after one year of initiating full operations at the project location but not more than two years after execution of the agreement, seventy percent (70%) of all new and existing employees, with at least one year of full employment with the company at the project location, must earn a cash wage at or exceeding one of the two following hourly wage requirements, depending on the majority of the company's activities at the project location.

- **Median Hourly Wage for Manufacturing:** This is the wage requirement for all companies primarily engaged in manufacturing activities at the project location at the time the tax abatement agreement is executed. This wage is compiled by the Bureau of Labor Statistics (BLS) Occupational Employment Survey and published annually by the Texas Workforce Commission (TWC). This wage reflects the annual median hourly wage for all manufacturers in the San Antonio Metropolitan Statistical Area and is updated in June of each year. Effective September 1, 2010, this wage is \$13.97/per hour.

- Median Hourly Wage for All Industries (Companies): This is the wage requirement for those companies whose primary activities at the project location are non-manufacturing (e.g., financial services) at the time the tax abatement agreement is executed. This wage is also compiled by the Bureau of Labor Statistics (BLS) Occupational Employment Survey and published annually by the Texas Workforce Commission (TWC). This wage reflects the annual median hourly wage for all industries in the San Antonio Metropolitan Statistical Area and is updated in June of each year. Effective September 1, 2010, this wage is \$13.76/per hour.

If the company does not meet and maintain these wage requirements for all new and existing employees at the project location going forward, the company will be in default of their Tax Abatement Agreement, which likely will result in termination of the Agreement and the recapture of all or a portion of the previously abated property taxes.

### ***Qualifying Industries/Business Activities or Projects***

The majority of the company's business at the project location must be engaged in one of the following qualifying industries, business activities or projects, as defined in Appendix A:

- Agribusiness
- Aviation/Aerospace
- Biotechnology
- Creative Services
- Environmental Technology (includes Green Technology)
- Finance
- Information Technology and Cyber Security
- Logistics and Distribution
- Manufacturing (any industry)
- Telecommunications
- Corporate and Regional Headquarters activities
- Urban Significant Projects locating in the Inner City Reinvestment /Infill Policy Target Area, including mixed-use, data centers and multi-family rental only housing

### ***Companies and Projects Not Eligible for a Tax Abatement***

Regardless of the investment or jobs created, the following types of businesses and projects are not eligible for a tax abatement:

- Retail stores, retail centers, or businesses that competitively provide goods or services to consumers are not eligible except in Reinvestment Plan Areas (Appendix C).
- Multi-family housing and mixed-use projects located outside the Reinvestment/Infill Policy target area and multi-family "for sale" within this area.
- Hotel or motel facilities.
- Projects over the Edwards Aquifer Recharge Zone and Contributing Zone.

- New or existing projects that may have a potentially negative impact on military missions.

***Additional Terms and Conditions***

Recipients of tax abatements must agree to work with Workforce Solutions Alamo to facilitate the posting and advertisement of new jobs at the property of interest, as well as for the recruitment of potential qualified applicants for these positions. Workforce Solutions Alamo offers other employer services, such as assessment of basic skills and work aptitudes of potential employees, job matching services, labor market information, assistance in arranging workforce training, and outplacement services which the recipient may access.

***Recapture of Abated Taxes***

Tax abatement agreements will provide for recapture of abated property taxes in the event contract terms and requirements are not met. These recapture provisions will survive any subsequent assignment of the Agreement. The following are the standard schedules that show what percentage of taxes abated will be recaptured (multiply the amount of taxes abated by the percentage in the recapture period):

6-Year Abatement Period		10-Year Abatement Period	
Termination of Abatement	Recaptured Taxes	Termination of Abatement	Recaptured Taxes
During Abatement Period	100%	During Abatement Period	100%
Year 1 of Recapture Period	100%	Year 1 of Recapture Period	100%
Year 2 of Recapture Period	75%	Year 2 of Recapture Period	80%
Year 3 of Recapture Period	50%	Year 3 of Recapture Period	60%
Year 4 of Recapture Period	25%	Year 4 of Recapture Period	40%
		Year 5 of Recapture Period	20%
		Year 6 of Recapture Period	10%

***Non-Refundable Application Fee***

Companies must submit separate non-refundable application fees with their respective applications based upon the following schedule:

Jurisdiction	# of Employees in Applicant Firm	Fee (\$)
City of San Antonio	Minimum Fee	\$500
	100-499	\$1,000
	500+	\$1,500

Any project that requires an assignment or amendment will pay a fee of \$1,000 to the City of San Antonio. If a proposed project’s investment, job creation, wages or construction schedule change significantly following the submittal of a completed application and payment of the fee to the the City of San Antonio, or if an Agreement has not been finalized within one calendar year following application, the City of San Antonio may close out a pending

application. Any submission of a new and subsequent application following such a close out will require another application fee for reconsideration of the tax abatement request.

## APPENDIX A

### Definitions

**Agribusiness:** Businesses engaged in the research, development, manufacturing, or refining of agricultural products into foodstuffs or for use as intermediate products in the processing of other agricultural finished goods or products.

**Aviation/Aerospace:** Companies primarily engaged in one or more of the following activities:

- (1) Manufacturing complete aircraft, missiles, or space vehicles
- (2) Manufacturing aerospace engines, propulsion units, auxiliary equipment or parts
- (3) Developing and making prototypes of aerospace products
- (4) Aircraft conversion (i.e., major modifications to systems)
- (5) Complete aircraft, missile, or space vehicle or propulsion systems maintenance, repair, overhaul and rebuilding (i.e., periodic restoration of aircraft to original design specifications)
- (6) Research and development
- (7) Regional air passenger operations

**Biotechnology:** This industry comprises establishments primarily engaged in conducting research, development, and manufacturing in the physical, bio-engineering, and life sciences, such as pharmaceutical, agriculture, environmental, biology, botany, chemistry, food, fisheries, forests and health.

**Corporate and Regional Headquarters:** The firm's corporate or regional legal principal place of business is located in the County of Bexar, and its total assets will be at least \$500,000,000 and/or its total revenues will be at least \$500,000,000 for the corporate fiscal year preceding the date of the filing of its application for Tax Abatement with the County of Bexar or the City of San Antonio. This excludes the corporation's retail outlets.

**Creative Services:** Includes businesses or divisions of corporations that are primarily engaged in the following sectors having general or specific activities and business efforts – printing, publishing, broadcasting, design services, advertising, public relations, architecture, digital media, and businesses involved in film and video production.

**Environmental Technology:** (also known as Green Technology and Clean Technology) is the application of the environmental sciences to conserve the natural environment and resources, and to curb the negative impacts of human involvement. Includes projects whose primary business activity is the research, development, or manufacturing of products such as pollution control devices and systems, waste treatment processes and storage facilities, and site remediation technologies.

**Finance:** Includes companies whose main business is engaged in finance, accounting, insurance, and risk management. It does *not* include any retail component of these businesses.

**Information Technology and Cyber Security:** This industry comprises establishments primarily engaged in planning and designing computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided by this establishment or company as part of integrated services or may be provided by third parties or vendors. These establishments often design and develop software, install the system and train and support users of the system. Companies in this industry are engaged in producing and distributing information and cultural products, providing the means to transmit or distribute these products as well as data or communications, research and development and processing data

**Inner City Reinvestment/Infill Policy Target Area:** Specific targeted areas indentified in the City Council approved Inner City Reinvestment/Infill Policy that are currently served by public infrastructure and transit, but underserved by residential and commercial real estate markets. This area is identified at Appendix D.

**Leadership in Energy and Environmental Design (LEED):** Green Building Rating System™ developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction. In LEED v2.2 for new construction and major renovations for commercial buildings there are 69 possible points and buildings can qualify for four levels of certification.

**Logistics and Distribution:** Businesses involved in the receiving, storage, service, or distribution of goods or materials, where a majority of the goods or services are distributed to points outside the San Antonio metropolitan statistical area.

**Manufacturing:** Businesses engaged in the mechanical, physical, or chemical transformation of materials, substances, or components into new products. This includes related research and development.

**Mixed-Use Project:** A residential project with units for sale and/or rent within the Downtown area that has a retail and/or commercial component of no more than twenty-five percent (25%) and a residential component of at least seventy-five percent (75%).

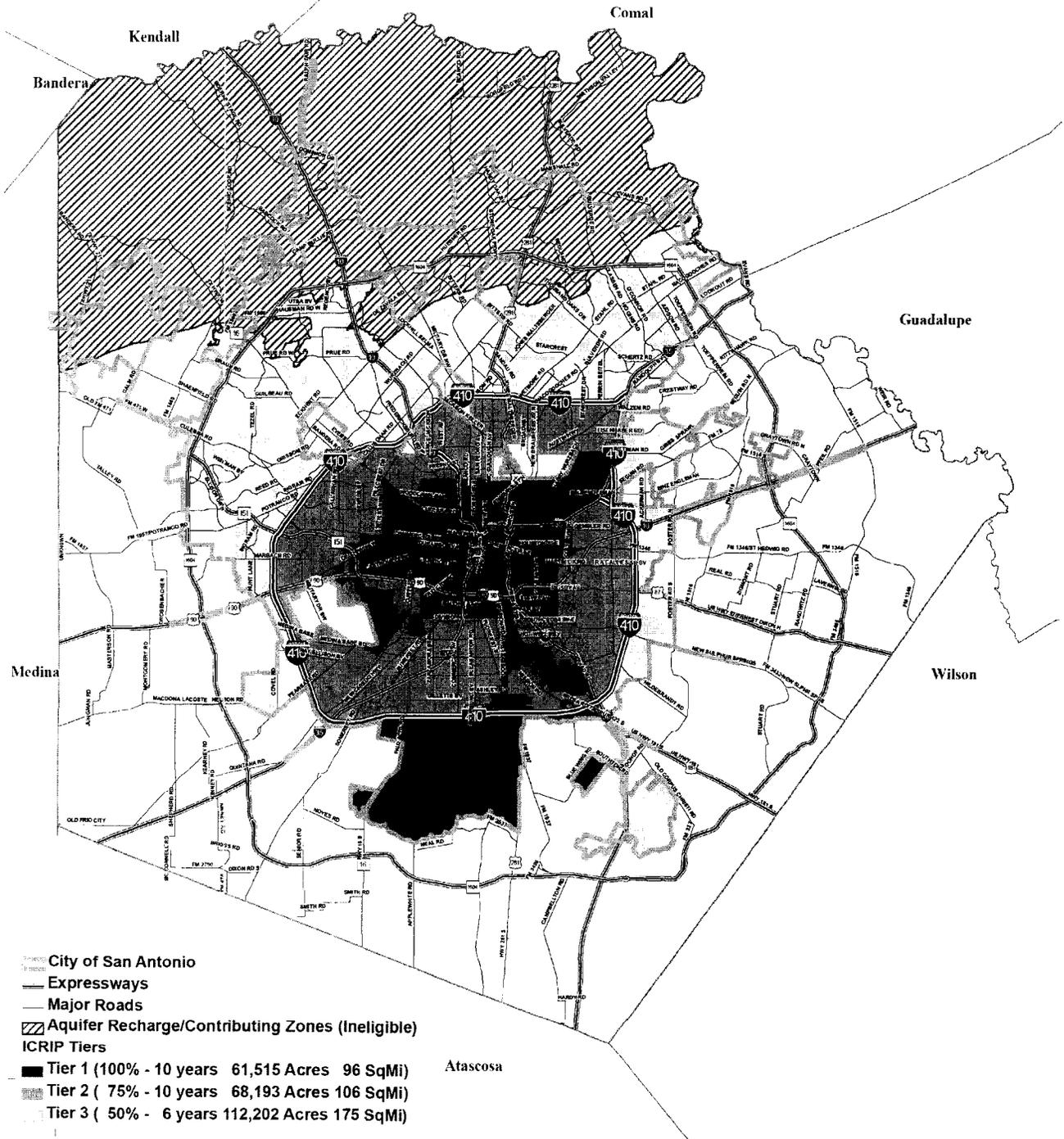
**Recharge Zone and Contributing Zone (Appendix B):** The Recharge Zone is that area where the stratigraphic units constituting the Aquifer crop out, including the outcrops of other geologic formations in proximity to the Aquifer, where caves, sinkholes, faults, fractures, or other permeable features would create a potential for recharge of surface waters into the Aquifer. The Contributing Zone is the drainage area or the catchment area. Here the land surface "catches" water from rainfall that averages about 30" per year, and water runs off into streams or infiltrates into the water table aquifer of the Edwards Plateau.

**Reinvestment Plan Areas:** Areas selected annually by the City’s Community Development Advisory Committee and adopted by City Council in accordance with the City’s Strategic Plan for Community Development. See Appendix C for a map.

**Telecommunications:** Businesses primarily engaged in research & development, regional distribution, and the manufacturing of telecommunication-related products and services. It does not include operations involved in the retail sale of telecommunications products and services.

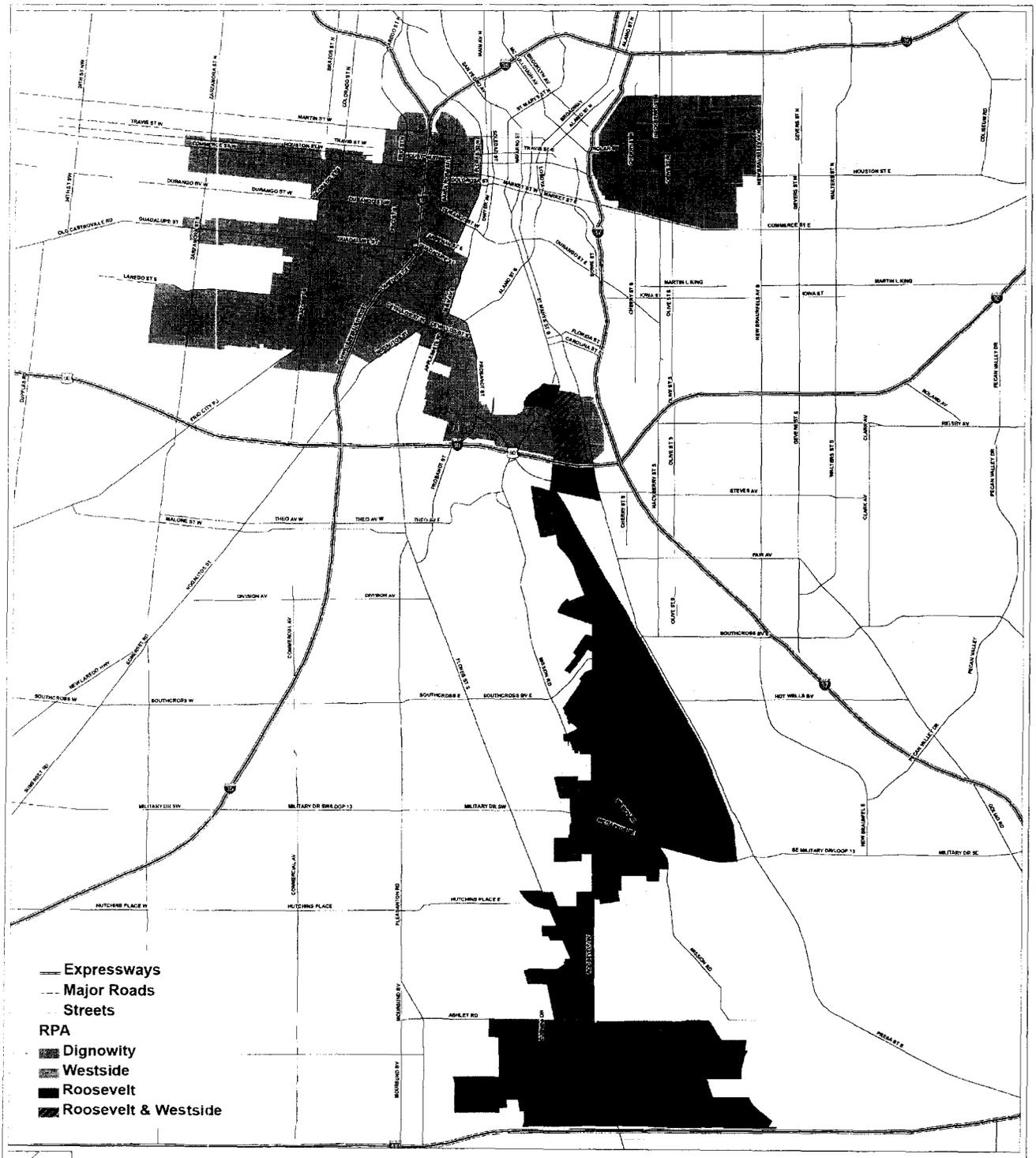
## APPENDIX B

### City Tax Abatement Term Areas and Edwards Recharge and Contributing Zones



# APPENDIX C

## Map of Reinvestment Plan Areas



APPENDIX D

Map of the Inner City Reinvestment/Infill Policy Area



# **EXHIBIT C**

## Summary of BD Benefits

BD offers a comprehensive benefits package that includes medical, dental, vision, life, disability and accident benefits. In addition, BD has a company paid pension plan and a Savings & Incentive Plan (401(k) with a 75 cent matching contribution rate. BD's average subsidy on its medical plan is 80% and is based on a five tier salary structure. BD offers ancillary benefits, such as home, pet and legal insurance, financial planning and EAP services. BD also covers vacation, sick days, holidays, educational assistance and an annual scholarship award. BD's Healthy Lives Program helps build a culture of wellness and supports our mission of helping all people live healthy lives with both condition management programs and an array of wellness offerings.

# **EXHIBIT D**

THE UNITED STATES CONGRESS HAS ENACTED VARIOUS LAWS GOVERNING THE EMPLOYMENT RELATIONSHIP BETWEEN EMPLOYERS AND EMPLOYEES INCLUDING, BUT NOT LIMITED TO, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT, THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE NATIONAL LABOR RELATIONS ACT, THE FAIR LABOR STANDARDS ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE EQUAL PAY ACT, THE EMPLOYEE POLYGRAPH PROTECTION ACT, THE IMMIGRATION REFORM AND CONTROL ACT, THE CIVIL RIGHTS ACT OF 1991, THE REHABILITATION ACT OF 1973, THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994, THE FAMILY AND MEDICAL LEAVE ACT, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT AND THE WORKERS ADJUSTMENT AND RETRAINING NOTIFICATION ACT.

# **EXHIBIT E**

Company Name: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Name/Phone/E-mail of Person Preparing Report: \_\_\_\_\_

**Real Property: expenditures associated with real property improvements during reporting period  
(Verification may include audited financial statement or AIA forms, receipts, invoices, request for payment from a contractor, etc.)**

1. Improvements occurring during reporting period	\$
2. Improvements existing prior to reporting period	\$
3. Total real property improvements (Attach supporting documents.)	\$

**Personal Property: expenditures associated with personal property improvements during reporting period  
(Verification may include audited financial statement or receipts, invoices, requests for payment, etc.)**

4. Improvements occurring during reporting period	\$
5. Improvements existing prior to reporting period	\$
6. Total personal property improvements (Attach supporting documents -- see above.)	\$

**Jobs: full-time (2,080 straight-time paid hours) employees as of end date of reporting period  
(Verification: payroll registers listing all employees, dates of hire, hourly wages, etc.)**

7. Total number of FT employees at the facility as of date. (Attach supporting documents.)	
8. What is the minimum hourly wage paid at the facility? (Attach supporting documents.)	\$
9. Number of employees earning \$XX.xx/hour or above	

**Additional Contractual Obligations**

9. Percent of workforce that is economically disadvantaged (attach information regarding company's good-faith efforts). See Section --- of agreement.	\$
10. Percent of workforce that is local. See Section --- of agreement.	
11. Regarding employee benefits, please attach separate sheet demonstrating compliance with Section --- of agreement.	
12. Please attach separate sheet detailing information required under Section -- of agreement	

**Certification**

*I certify, under penalty of perjury, that the information provided in this report and the attached documents is correct, and that the company has complied with all terms and conditions of its agreement with the City of San Antonio.*

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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