

**AGREEMENT EXTENDING THE INDUSTRIAL DISTRICT AGREEMENT
BETWEEN THE CITY OF SEABROOK AND THE PORT OF HOUSTON
AUTHORITY**

This Agreement Extending the Industrial District Agreement Between the City of Seabrook and the Port of Houston Authority (“**Extension Agreement**”) is entered into as the date last set forth beneath the parties’ respective signatures below (“**Execution Date**”), by and between the City of Seabrook, Texas, a home rule municipal corporation of the State of Texas (“**Seabrook**”), and the Port of Houston Authority of Harris County, Texas, a governmental subdivision of the State of Texas (“**PHA**”), with reference to the following:

WHEREAS, on January 8, 2008, the Seabrook City Council passed Ordinance 2007-33 approving an Industrial District Agreement with the PHA (the “**2007 Industrial District Agreement**”), a true and correct copy of which is attached hereto as *Exhibit I*; and

WHEREAS, on February 21, 2008, the PHA Port Commission approved the 2007 Industrial District Agreement, thereby making February 21, 2008, the “Effective Date” of the 2007 Industrial District Agreement; and

WHEREAS, the term of the 2007 Industrial District Agreement is fifteen (15) years from the Effective Date of February 21, 2008, such that the expiration date of the 2007 Industrial District Agreement is February 21, 2023; and

WHEREAS, the 2007 Industrial District Agreement was entered into by Seabrook and the PHA pursuant to the authority granted them by the Local Government Code Section 42.044 (“**Section 42.044**”), which authorized Seabrook to designate a portion of its extraterritorial jurisdiction as an industrial district, to treat such area in a manner considered by the Seabrook City Council to be in the best interest of Seabrook, and to enter into the 2007 Industrial District Agreement with the PHA, which owns land in the district; and

WHEREAS, Section 42.044 provides that the parties to an agreement entered into pursuant to such authority “may renew or extend [the agreement] for successive periods not to exceed 15 years each”; and

WHEREAS, Seabrook and the PHA have been negotiating, and continue to negotiate, a renewed and expanded industrial development agreement that would supersede the 2007 Industrial District Agreement; and

WHEREAS, Seabrook and the PHA desire to extend the 2007 Industrial District Agreement, through this Extension Agreement, for a period of ninety (90) days while the parties continue their good faith efforts to negotiate a renewed and expanded industrial development agreement that would supersede the 2007 Industrial District Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties contained herein, and pursuant to the authority granted to Seabrook and the PHA under Section 42.044, Seabrook and PHA hereby agree as follows:

1. **Extension of the 2007 Industrial District Agreement.** Seabrook and the PHA hereby extend the term of the 2007 Industrial District Agreement for a period of ninety (90) days, and hereby extend the expiration date of February 21, 2023, until May 22, 2023.
2. **Additional Extension.** Seabrook and the PHA may, by majority vote of their respective governing bodies, further extend the term of the 2007 Industrial District Agreement beyond May 22, 2023, for an additional ninety (90) days until August 20, 2023, pursuant to the authority granted in this Extension Agreement.
3. **Industrial District.** By extending the term of the 2007 Industrial District Agreement, Seabrook and the PHA hereby agrees that the industrial district created by the 2007 Industrial District Agreement (including all properties subsequently added to the industrial district) continues to exist and be governed by the 2007 Industrial District Agreement
4. **Authority for Extension Agreement.** This Extension Agreement is made under the authority of the Constitution and laws of the State of Texas, Section 42.044, as amended, and under the general power to contract of each of the parties to this Extension Agreement.
5. **Recordation.** An original counterpart of this Extension Agreement shall be promptly recorded by PHA in the Real Property Records of Harris County, Texas, following the Execution Date.
6. **General Provisions.**
 - a. **Headings.** The descriptive headings of the sections and paragraphs of this Extension Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
 - b. **Exhibit.** The exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.
 - c. **Further Acts.** Each of the parties hereto shall execute, acknowledge and deliver all such documents, instruments, stipulations, and affidavits and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Extension Agreement.
 - d. **Third Parties.** No term or provision of this Extension Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

e. Entire Agreement. This Extension Agreement constitutes the entire agreement between the parties hereto pertaining to the extension of the 2007 Industrial District Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, pertaining to the extension of the 2007 Industrial District Agreement are hereby superseded and merged herein.

f. Amendments. No change or addition shall be made to this Extension Agreement except by a written amendment executed by the parties hereto. Any such amendment shall be adopted by Seabrook ordinance or resolution, and Port Commission action.

g. Approvals. Each of the parties respectively represents and warrants to the other that all approvals or consents necessary to the effectiveness of this Extension Agreement have been granted or obtained.

h. Authority. Each party hereby represents that:

i) Each party has complied or shall timely comply with all applicable laws and has taken or shall take all necessary steps, including without limitation, the holding of all required public hearings, to enter into this Extension Agreement and obligate itself hereunder.

ii) Each party has the authority to enter into this Extension Agreement and comply with its requirements.

iii) The individuals executing this Extension Agreement on behalf of the respective parties is authorized and empowered to bind the party on whose behalf each such individual is signing.

i. Severability. If any provision of this Extension Agreement is declared void or unenforceable, such provision shall be severed from this Extension Agreement, which shall otherwise remain in full force and effect and this Extension Agreement shall be deemed reformed to replace the void or unenforceable provision with a valid and enforceable provision as similar as possible in effect to the void or unenforceable provision. The parties shall meet and confer as soon as practicable for the purpose of drafting, in good faith, the substitute provision. If an applicable law or court of competent jurisdiction prohibits or excuses either party from undertaking any contractual commitment to perform an act hereunder, this Extension Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit such party to take such action at its discretion.

j. Counterparts. This Extension Agreement may be signed in counterparts, and the fully executed counterparts shall together constitute a single original Extension Agreement.

k. Attorneys' Fees. Each party shall bear its own costs and attorneys' fees in connection with the negotiation and drafting of this Extension Agreement.

l. Change in Law. No subsequent change in the law regarding the extension of the 2007 Industrial District Agreement shall affect the enforceability of this Extension Agreement.

m. Governing Law; Venue. This Extension Agreement shall be governed by the laws of the State of Texas and venue shall lie in Harris County, Texas.

IN WITNESS THEREOF, this Extension Agreement is executed in duplicate counterparts as of this _____ day of _____, 2023.

CITY OF SEABROOK, TEXAS

By: _____
Thom Kolupski
Mayor

ATTEST:

Robin Lenio
Seabrook City Secretary

PORT OF HOUSTON

By: _____
Authorized Representative

WITNESS:
