

RESOLUTION NO.  
2021-5

**A RESOLUTION OF NAVARRO COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND PACTIV, LLC, FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT, AND AUTHORIZING EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Commissioner's Court has been presented a proposed tax abatement agreement between the County of Navarro, Texas and Pactiv, LLC, providing for a property tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

**WHEREAS**, upon full review and consideration of the AGREEMENT, and all matters attendant and related thereto, the Commissioner's Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of the County of Navarro;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF NAVARRO:**

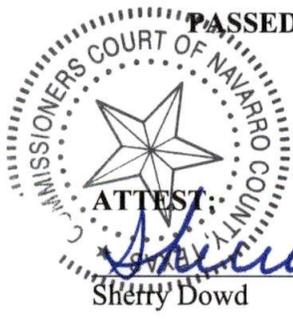
**Section 1.** The terms and conditions of the proposed AGREEMENT, having been reviewed by the County of Navarro and found to be acceptable and in the best interest of the County of Navarro and its citizens, are hereby in all things approved.

**Section 2.** The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.

**Section 3.** That this approval and execution of the AGREEMENT on behalf of the County of Navarro is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

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

**PASSED and APPROVED** on this the **23rd** day of **August, 2021.**



*Shetty Dowd*  
\_\_\_\_\_  
Shetty Dowd

*H.M. Davenport, Jr.*  
\_\_\_\_\_  
H.M. Davenport, Jr., County Judge

STATE OF TEXAS §

COUNTY OF NAVARRO §

### TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between the County of Navarro, acting herein by and through its County Judge and hereinafter referred to as COUNTY, and Pactiv, LLC, hereinafter referred to as OWNER.

#### WITNESSETH:

**WHEREAS**, on the 9<sup>th</sup> day of August, 2021, the City Council of the City of Corsicana, Texas and hereinafter referred to as CITY passed an Ordinance (the "ORDINANCE") establishing Reinvestment Zone 21-01 (the "REINVESTMENT ZONE") in the CITY for commercial/industrial tax abatement as authorized by Chapter 312, Texas Tax Code; and

**WHEREAS**, the COUNTY has previously adopted a Tax Abatement Policy (the "Tax Abatement POLICY"); and

**WHEREAS**, the Tax Abatement Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by COUNTY as required by Chapter 312, Texas Tax Code; and

**WHEREAS**, COUNTY has adopted a Resolution stating that it elects to be eligible to participate in tax abatement; and

**WHEREAS**, CITY has sent written notice that CITY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

**WHEREAS**, in order to maintain and/or enhance the commercial economic and employment base of the Corsicana area to the long term interest and benefit of the COUNTY, it is in the best interest of the taxpayers for the COUNTY to enter into this Agreement in accordance with the Ordinance, the Tax Abatement Policy, and the Texas Tax Code; and

**WHEREAS**, OWNER owns the real property described by metes and bounds and by map on Exhibit "A", Exhibit "A-1", and Exhibit "B" attached hereto and incorporated herein by reference (the "Property" and intends to make certain Improvements (as defined below) to the Property; and

**WHEREAS**, the contemplated use of the Property, the contemplated Improvements to the Property in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Tax Abatement Policy.

**NOW THEREFORE**, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

## **I. DEFINITIONS**

Whenever used in this Agreement, the following terms shall have the meanings ascribed to them:

1.1 “Estimated Tax Value” means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2 below, as scheduled on Exhibit “D” attached hereto and incorporated herein by reference. For reference purposes, the Estimated Tax Values scheduled on Exhibit “D” are determined using the Navarro Central Appraisal District’s appraisal guidelines in effect as of the date of this Agreement.

1.2 “Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

1.3 “Force Majeure” means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes.

1.4 “In Service Project Cost” means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER.

1.5 “Tangible Personal Property” means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.

1.6 “Taxable Value” means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

## **II. OWNER'S OBLIGATIONS**

2.1 The property to be the subject of this Agreement shall be the Property described herein in Exhibits A, A-1, and B.

2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property and personal property acquisitions as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements"), having an initial minimum total taxable value of at least Thirty-two Million Five Hundred Thousand and no/100 dollars (\$32,500,000), more specifically defined as an initial minimum total taxable value of at least Thirty-two Million Five Hundred Thousand and no/100 dollars (\$32,500,000) in Tangible Personal Property improvements to be added (hereinafter collectively referred to as the "Investment"). On or before January 1, 2024, OWNER shall substantially complete all Improvements and cause an increase in Taxable Value of at least \$32,500,000 dollars. On or before January 1, 2024, OWNER shall create a minimum of fifteen (15) new jobs for a total of four hundred sixty-two (462) full-time equivalent jobs at the Property and OWNER shall maintain such jobs at the Property throughout the Term of this Agreement. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation.

2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof). In further consideration, OWNER agrees and covenants that it will continuously operate, maintain and occupy the Property until expiration of the Term of this Agreement.

2.4 OWNER further agrees that the COUNTY, its agents and employees shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days prior written notice, to ensure that it is thereafter maintained, operated and occupied in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, for the purpose of ad valorem property tax appraisal for all real property and improvements to real property, tangible personal property, inventory and equipment.

2.5 OWNER agrees that it will register all permanent jobs with the Texas Workforce Commission and that all contractors shall be encouraged to seek qualified workers through the Texas Workforce Commission. [Note: this provision is required by Section 8.02(j) of the COUNTY's Tax Abatement Policy].

### III. ABATEMENT OF TAXES

3.1 Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property, and a portion of taxes for Tangible Personal Property in place at the Property on January 1<sup>st</sup> of each year, that are otherwise owed to the COUNTY, shall be abated. Said ad valorem real property tax abatement/freeze shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; and said Tangible Personal Property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Tangible Personal Property Improvements contemplated in Paragraph 2.2, over the value of in place Tangible Personal Property in the year in which this Agreement is executed; all subject to, and in accordance with, the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereof). The percentage (%) level of tax abatement for both Real Property Improvements and Tangible Personal Property during the foregoing ten (10) year terms shall be as described below in “Table 3.1, Tax Abatement Schedule.”

<b>Table 3.1 Tax Abatement Schedule For Real Property Improvements and Tangible Personal Property Added</b>	
<b>Year of Abatement</b>	<b>Level (%) of Tax Abatement</b>
1 (2023)	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

The tax abatement for Tangible Personal Property will apply only to the Tangible Personal Property added to the Property after this Agreement is executed. Notwithstanding the foregoing, the OWNER shall have the right to protest and/or contest any assessment of the Property over and above the minimum Investment as required by this Agreement.

3.2 Said abatement(s) shall extend for a period of ten (10) years, as applicable, to the real property and the Tangible Personal Property tax abatement, with each such tax abatement beginning with the tax year on January 1, 2023, and shall remain in effect during the Term of this Agreement as long as the OWNER (a) incurs the minimum In Service Project Cost of at least Thirty-five Million and no/100 dollars (\$35,000,000) for the Investment as contemplated under Paragraph 2.2; (b) maintains minimum Taxable Values for the real property improvements and the Tangible Personal Property improvements comprising the Investment each year during the Term of this Agreement at least equal to the Estimated Tax Values for each item as scheduled on Exhibit “D”; (c) creates fifteen (15) new jobs for a total of four hundred sixty-two (462) full-time equivalent jobs at the Property; and (d) otherwise satisfies all of the

terms, conditions, and obligations of this Agreement.

3.3 It is understood and agreed among the parties that the Property shall be appraised at market value for the purposes of the applicable real and personal property tax assessments effective as of January 1, 2024, and continued at market value until the expiration of the Term of this Agreement.

#### **IV. TERM OF THE AGREEMENT**

4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.

4.2 Prior to October 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the CITY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

#### **V. DEFAULT AND RECAPTURE OF ABATED TAX**

5.1 In the event that (a) OWNER fails to incur the minimum In Service Project Cost of at least thirty-five million and no/100 dollars (\$35,000,000) for Investment, as contemplated under Paragraph 2.2 and for which an abatement has been granted, or the Improvements otherwise are not completed in accordance with this Agreement; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property Improvements comprising the Investment at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) OWNER fails to maintain throughout the Term of this Agreement a minimum of four hundred six-two (462) full-time equivalent jobs at the property; (d) OWNER allows its ad valorem taxes owed the CITY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (e) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (f) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, the OWNER shall be in default of this Agreement.

5.2 In the event of default, COUNTY shall give the OWNER written notice of such default and, if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall repay to the COUNTY all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.

5.3 It is expressly acknowledged and agreed between the parties that the COUNTY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the COUNTY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

## VI. GENERAL PROVISIONS

6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the County Commissioner's Court approving, or having responsibility for the approval of this Agreement.

6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of the COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.

6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.

6.4 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

**For COUNTY by notice to:**  
County of Navarro  
Attention: County Judge  
Navarro County Courthouse  
300 West 3<sup>rd</sup> Avenue  
Corsicana, Texas 75110

**For OWNER by notice to:**

Pactiv, LLC  
4501 East Highway 31  
Corsicana, TX 75110

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to, or arising out of, this Agreement shall lie in Navarro County, Texas.

6.8 In this Agreement, time is of the essence.

6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.10 This Agreement was authorized by resolution of the Navarro County Commissioner's Court at its regularly scheduled meeting on the 23rd day of August, 2021, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.

6.11 This AGREEMENT was entered into by Pactiv, LLC, pursuant to authority granted by its Directors/Members/Owners on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021.

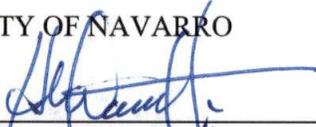
6.12 This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

Witness our hands this **23rd** day of **August, 2021**.

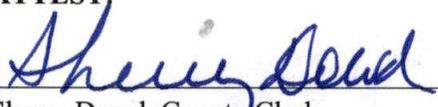


**APPROVED:**

COUNTY OF NAVARRO

By:   
H.M. Davenport, Jr., County Judge

**ATTEST:**

  
Sherry Dowd, County Clerk

**PACTIV, LLC**

By: \_\_\_\_\_

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

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

**EXHIBITS ATTACHED:**

- A Survey and Description of Property
- A-1 Survey and Description of Property
- B Overhead Map of Property
- C Application for Tax Abatement
- D Estimated Tax Value Schedule
- E Environmental Impact Letter to City

**EXHIBIT A**

**STANGER SURVEYING COMPANY  
6381 NEW COPELAND ROAD  
TYLER, TEXAS 75703**

PH: 803-534-0174

FAX: 803-534-0178

**20.004 ACRES  
J. W. CARNES SURVEY, ABSTRACT 158  
NAVARRO COUNTY, TEXAS**

**METES AND BOUNDS DESCRIPTION FOR 20.004 ACRES OF LAND**

BEING 20.004 acres of land situated in the J. W. Carnes Survey, Abstract 158 of Navarro County, Texas, and being all of that certain called 20.000 acre tract of land, described in a Warranty Deed from Clifton A. Cardidge et ux to Corsicana Industrial Foundation, Inc., dated February 26, 1967 and recorded in Volume 1084, Page 722 of the Records of Navarro County, Texas, said 20.004 acres of land to be more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod (set) at the southeast corner of the above referenced 20.000 acre tract, and being in the north right-of-way line of the St. Louis and Southwestern Railroad, also being in the west right-of-way of Navarro County Road No. 0070;

**THENCE** South 75° 29' 23" West, for a distance of 1086.37 feet, with the north right-of-way line of the above mentioned St. Louis and Southwestern Railroad, to a 5/8" iron rod (found) at the southwest corner of the above mentioned 20.000 acre tract, same being the southeast corner of the residue of that certain called 72 acre tract of land as described in Volume 885, Page 581;

**THENCE** North 26° 31' 05" West, for a distance of 853.81 feet, to a 5/8" iron rod (found) at the northwest corner of said 20.000 acre tract, same being the northeast corner of the residue of the above mentioned 72 acre tract, and being in the south right-of-way of State Highway No. 31;

**THENCE** North 79° 03' 20" East, for a distance of 1079.47 feet, with the south right-of-way line of the above mentioned State Highway No. 31, to a 5/8" iron rod (found) at the northeast corner of said 20.000 acre tract, and being in the west right-of-way of the above mentioned Navarro County Road No. 0070;

**THENCE** South 28° 08' 52" East, for a distance of 800.14 feet, back to the point of beginning and containing 20.004 acres of land.

Bearings are based on the monumented north boundary line of that certain called 20.000 acre tract of land as recorded in Volume 1084, Page 722.

I, R. L. McCrary, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from a survey made on the ground under my supervision during the month of April 2003.

GIVEN UNDER MY HAND AND SEAL, this the 15th day of April 2003.

*R. L. McCrary*  
R. L. McCrary  
Registered Professional  
Land Surveyor No. 5384

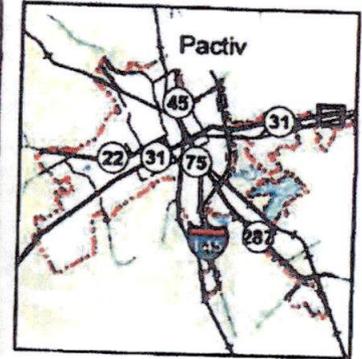




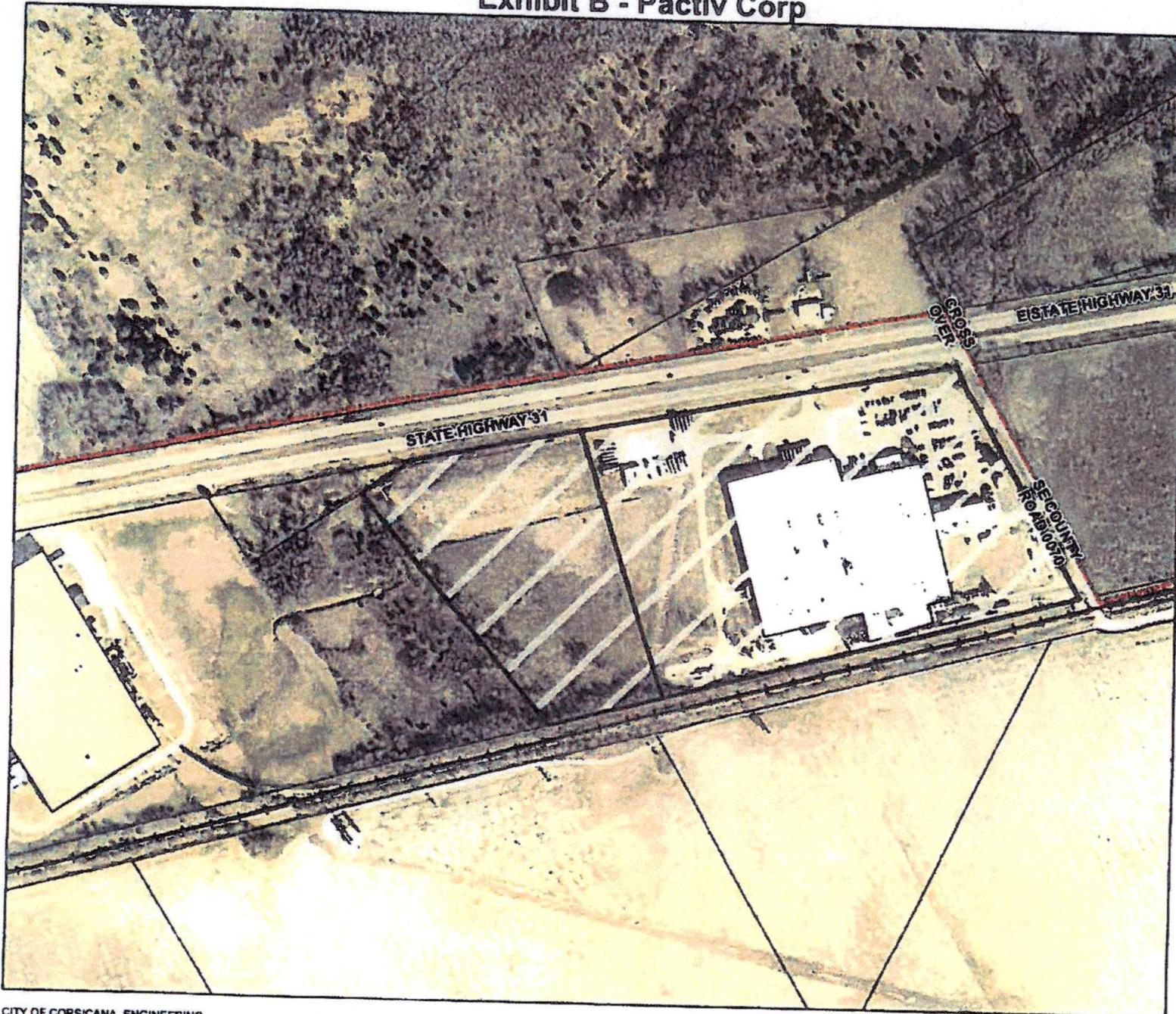
1:5,000

# Exhibit B - Pactiv Corp

CITY OF CORSICANA



Location Map



### Legend

-  Parcel - Pactiv
-  Parcel
-  City Limits
-  Railroad



### DISCLAIMER

The City of Corsicana provides this information as a public service on an "as is" basis. While we strive to provide accurate and timely information, the City makes no guarantee or warranty as to the accuracy, completeness, or timeliness of the information contained herein.

The information contained does not represent a survey product and should be used for informational purposes only. Use of the information is the sole responsibility of the user. Use of this data indicates a user's unconditional acceptance of all risks associated with its use.



CITY OF CORSICANA, ENGINEERING  
MAP PRODUCED BY: Kyle Caskey  
DATE PRODUCED: 27 DECEMBER 2017  
IMAGERY NOTE: Pictometry JAN 2016

## Exhibit C

<b>2020 APPLICATION FOR TAX ABATEMENT</b>	
<b>Instructions:</b> Please print or type. Submit the completed and signed original copy of the 2020 Application for Tax Abatement with attachments to: The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110	
1. Date	6/18/21
2. Name of Firm, Partnership or Corporation and mailing address	
Please print or type: Pactiv LLC 4501 East Highway 31 Corsicana, TX 75111	2a. Have you received a previous tax abatement from the City of Corsicana? <input type="checkbox"/> YES <input type="checkbox"/> NO (YES/ NO)
	2b. If yes, when? 2019, 2018, 2012, 2010
3. Number of new full time employees to be added _____ <i>(*A minimum of 15 new, full-time [e.g. 40 hours/week] jobs are required.)</i>	15
4. Number of acres of property to be developed _____	0
4a. Plat of property and Development or Site Plan attached? _____ <i>(Official Property Survey with metes and bounds required)</i>	NO <input type="checkbox"/> (YES/ NO)
5. Estimated value of existing real property to be developed _____	\$N/A
6. Estimated value of real property improvements _____ <i>(A minimum \$500,000.00 investment required, unless otherwise approved by City Council)</i>	\$0
7. Estimated value of existing inventory _____	\$22,162,070
8. Estimated value of inventory to be added _____	\$TBD
9. Estimated value of existing personal property _____	\$55,744,490
10. Estimated value of taxable personal property improvements _____	\$35,000,000 (cost)
11. Total estimated value of new taxable investment to be made (Total of Items # 6, 8 & 10)	\$35,000,000
12. Description of real property improvements to be made:	
Project Feather is comprised of a potential \$35 million in new machinery & equipment, adding production for the Company and personal property tax revenue to the taxing jurisdictions. The investment window under consideration is anticipated to start 4Q21 and be completed in 18-24 months. While the project could conceivably complete by 12/31/22, we would request an investment window until 12/31/23 to allow for unintended project delays.	
12. Description of Public Services available for project development and new facilities and / or services required.	
Water:	N/A
Wastewater:	N/A
Railways:	N/A
Natural Gas:	N/A
Electricity:	N/A
13. One Year Development Schedule for all improvements.	
1st Quarter:	See Attachment
2nd Quarter:	See Attachment
3rd Quarter:	See Attachment
4th Quarter:	See Attachment
* Qualification for pro-rating new employees is determined on a case-by-case basis.	
♦ The City of Corsicana Economic Development Department 200 North 12th Street, Corsicana, Texas 75110	

**2020 APPLICATION FOR TAX ABATEMENT (Page 2)**

14. Expected impact on the Corsicana Independent School District.

We do not estimate that the new positions would not have a negative impact on the CISD as it would be anticipated that most/all of these positions would be taken by Corsicana and Navarro County residents. In fact, with at least \$35 million in new assets, it is anticipated that this level of investment would create considerable annual tax revenue to the CISD.

15. Expected benefit to the local economy.

This significant \$35 million investment would create considerable incremental annual tax revenue to the taxing jurisdictions. The investment would also create a minimum of 15 new positions, creating job opportunities to local residents. Additionally, this investment would strengthen the Corsicana plant's competitiveness within the Company's footprint.

16. Estimated annual payroll of new employees.

There would be a range of new positions needed related to the minimum 15 new jobs associated with Project Feather. We believe that the annual new payroll would be in excess of \$500,000.

17. Description of product to be manufactured or distributed.

The significant capital investment (in machinery & equipment) as part of Project Feather is related to additional production needs for several of the Company's long-term customers.

18. Expected productive life of all real property improvements.

There are no material real property improvement requirements related to Project Feather.

19. Identification and quantity of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	N/A
NOISE:	N/A
SOLID WASTE:	N/A
WASTEWATER:	N/A

20. Certification of no materially adverse environmental impact as a result of the improvements and operations

YES

21. Project in compliance with relevant zoning requirements.

YES

22. Reasonable proof of financial ability.

YES

23. References from past communities, if applicable.

N/A

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

**sign here >**



Phone: (732) 610-1750

Date: 6/18/21

Submitted By	(Please Print)
Name:	Kathy Mussio (Company Consultant)
Title:	Managing Partner, Atlas Insight LLC
Date:	6/18/21

Received by the City of Corsicana	
Name:	
Title:	
Date:	

*For assistance in completing this form call the City of Corsicana, Texas - 903.654.4806. An Equal Opportunity Employer.*

The City of Corsicana Economic Development Department  
200 North 12th Street, Corsicana, Texas 75110

**Attachment A**

**2020 APPLICATION FOR TAX ABATEMENT  
Project Feather**

**Preliminary Capital Cost Estimate for Personal Property Investment Schedule**

3 <sup>rd</sup> Quarter – 2021:	\$2,000,000
4 <sup>th</sup> Quarter – 2021:	\$5,000,000
1 <sup>st</sup> Quarter – 2022:	\$8,000,000
2 <sup>nd</sup> Quarter – 2022:	\$10,000,000
3 <sup>rd</sup> Quarter – 2022:	\$5,000,000
4 <sup>th</sup> Quarter – 2022:	\$5,000,000
1 <sup>st</sup> Quarter – 2023:	TBD

## Exhibit D

Pactiv LLC  
 Corsicana, TX  
 External Tax Value

### Project Feather Tax Abatement Application Estimated M&E Cost Schedule

The depreciation schedule below is based upon straight line depreciation methods recommended by Corsicana jurisdiction

#### Machinery & Equipment

Initial Cost                      \$35,000,000 *Est.*                      Assuming personal property improvements placed in service through 2021-2023

<u>Year</u>	<u>Cost</u>	<u>Depreciation Rate</u>	<u>Current Year Depreciation Expense</u>	<u>Accumulated Depreciation</u>	<u>Tax Net Book Value</u>
2021	\$7,000,000	9.00%	\$630,000	\$630,000	\$6,37
2022	\$25,000,000	9.00%	\$2,250,000	\$2,880,000	\$22,12
2023	\$35,000,000	9.00%	\$3,150,000	\$6,030,000	\$28,97
2024	\$35,000,000	9.00%	\$3,150,000	\$9,180,000	\$25,82
2025	\$35,000,000	9.00%	\$3,150,000	\$12,330,000	\$22,67
2026	\$35,000,000	9.00%	\$3,150,000	\$15,480,000	\$19,52
2027	\$35,000,000	9.00%	\$3,150,000	\$18,630,000	\$16,37
2028	\$35,000,000	9.00%	\$3,150,000	\$21,780,000	\$13,22
2029	\$35,000,000	9.00%	\$3,150,000	\$24,930,000	\$10,07
2030	\$35,000,000	9.00%	\$3,150,000	\$28,080,000	\$6,92
2031	\$35,000,000	9.00%	\$3,150,000	\$31,230,000	\$3,77

#### Building

Initial Cost                      \$0                      Assuming real property improvements will not trigger material increase in assessment.

<u>Year</u>	<u>Cost</u>	<u>Depreciation Rate</u>	<u>Current Year Depreciation Expense</u>	<u>Accumulated Depreciation</u>	<u>Tax Net Book Value</u>
2021	\$0	2.56%	-	\$0	\$0
2022	\$0	2.56%	-	\$0	\$0
2023	\$0	2.56%	-	\$0	\$0
2024	\$0	2.56%	-	\$0	\$0
2025	\$0	2.56%	-	\$0	\$0
2026	\$0	2.56%	-	\$0	\$0
2027	\$0	2.56%	-	\$0	\$0
2028	\$0	2.56%	-	\$0	\$0
2029	\$0	2.56%	-	\$0	\$0
2030	\$0	2.56%	-	\$0	\$0
2031	\$0	2.56%	-	\$0	\$0

## Exhibit E



1900 W. Field Court  
Lake Forest, IL 60045  
847.482.2000  
pactivevergreen.com

June 28, 2021

Mr. John Boswell  
Economic Development Director  
City of Corsicana, Texas  
202 N. 12<sup>th</sup> Street  
Corsicana, TX 75110

Dear Mr. Boswell:

The purpose of this correspondence is to provide assurances that the potential significant capital investment of \$35 million expansion to our Corsicana, Texas facility - predominantly in new machinery & equipment - will have no unacceptable environmental impact according to the codes, guidelines, and environmental regulations from the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and the City of Corsicana, Texas.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christine DeHaven".

Christine DeHaven  
Sr. Director Operations  
1900 W. Field Court  
Lake Forest, IL 60045  
773.726.7201