

August 8, 2000

AGENDA ITEM 22

Discuss and take appropriate action regarding tax abatement for Sulzer Biologic, Inc.

Commissioner Boatright informed the court this is a 5-year, 100% abatement the first year, 80% abatement the second year, 60% abatement the third year, 40% abatement the fourth year and 20% abatement the fifth year on a new facility in the City of Cedar Park to be located west of the intersection of Parmer Lane and Ranch Road 1431, for Sulzer Biologic, Inc.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve five year tax abatement for Sulzer Biologic Inc. in Cedar Park.

Vote: Motion carried 5 – 0

< Clerk copy here >

THE STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement ("Agreement") is entered into by and between WILLIAMSON COUNTY, TEXAS, (the "County") duly acting herein by and through its County Judge, and SULZER BIOLOGICS INC., hereinafter referred to as "Owner".

RECITALS

WHEREAS, the City of Cedar Park (the "City") has, or soon will, adopt an Ordinance granting Owner a tax abatement pursuant to Chapter 312 of the Texas Tax Code; and

WHEREAS, the contemplated use of the Premises (as hereinafter defined) and Improvements (as hereinafter defined) as well as the terms of this Agreement are consistent with encouraging development in said County in compliance with the requirements of Chapter 312 of the Texas Tax Code; and

WHEREAS, the Improvements constitute a major investment that will substantially increase the appraised value of property within the City and the County and will contribute to the retention or expansion of primary and secondary employment within the County; and

WHEREAS, the County finds that there will be no substantial adverse effects on the provision of governmental services or on their tax bases and that the planned use of the Premises will not constitute a hazard to public safety, health, or welfare, NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Property subject to Agreement. The property to be the subject of this Agreement shall be that property which is more fully described in Exhibit "A" which is made a part hereof and shall be hereinafter referred to as the "Premises."

2. Construction of Improvements. This tax abatement is expressly contingent upon the Owner improving the Premises by constructing a plant and equipping the plant with personal property it deems necessary to operate the plant, with total expenditures for plant and equipment to be at least \$25,000,000, and to be substantially complete by December 31, 2003. Owner shall have an additional amount of time to complete construction in the event that any completion obligations are impeded by any "force majeure". For this purpose, "force majeure" shall mean any act of God, civil