

**CAUSE NO. S-23-5681CV-C**

ARCELORMITTAL TEXAS HBI LLC,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff,	§	
	§	
v.	§	SAN PATRICIO COUNTY, TEXAS
	§	
SAN PATRICIO COUNTY APPRAISAL	§	
DISTRICT,	§	
	§	
Defendant.	§	343RD JUDICIAL DISTRICT

**AGREED JUDGMENT**

TO THE HONORABLE JUDGE OF SAID COURT:

On this date the above-entitled and numbered cause came to be considered in which ARCELORMITTAL TEXAS HBI LLC is the Plaintiff and the SAN PATRICIO COUNTY APPRAISAL DISTRICT is the Defendant. The parties have appeared by and through their respective attorneys of record, and announced to the Court that the parties herein desired to resolve and settle the matters in controversy, and avoid the trouble, expense and uncertainty of litigation, and have reached an agreement to that effect. Having heard these announcements and reviewed the evidence and arguments of counsel, the Court is of the opinion that such terms and conditions are well taken and should form the basis of judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the following stipulations are agreed by the parties and entered by the Court as its judgment.

1. The undersigned parties agree and stipulate that bona fide disputes and controversies exist between the parties concerning the market and appraised value of the subject property. These stipulations are entered into by the parties solely for the purpose of compromising and settling their various claims, each as to the other. No other use of this Stipulation may be made by the

parties hereto as concerns the claim of either party as to the other, whether having arisen in the past, now pending, or to arise in the future, including, without limitation, subsequent disputes as to the market or appraised value of the subject property within Defendant's appraisal jurisdiction in any subsequent years. This agreement is not intended by either party as an admission of the market or appraised value of the subject property, nor shall same be represented by either party as to the other, as an admission. Further, the existence, terms, and contents of this Agreed Judgment shall not be admissible in any judicial or administrative proceeding as against either party except as may be necessary to enforce the terms and conditions of said judgment, either party as to the other.

2. Pursuant to § 42.41 of the Texas Property Tax Code Defendant shall revise the 2023 and 2024 appraisal rolls to reflect the market and appraised values for the property as described in Exhibit "A."

3. The undersigned parties shall, as soon as possible following execution of this agreement, do, or cause their attorneys to do, whatever is reasonably necessary to effect this agreement, including compliance with the provisions of §§ 42.41 through 42.43 of the Texas Property Tax Code.

4. The parties herein acknowledge that § 42.43, Texas Property Tax Code, provides for payment of interest on any refund made as a result of a final determination of an appeal which decreases a property owner's tax liability; however, Plaintiff and the refund designee identified in this Agreed Judgment hereby agree to waive any such applicable right to receive interest on any such refund, provided, that such refund is delivered to Plaintiff or the refund payee designated in this Agreed Judgment on or before December 31, 2025.

5. Texas Property Tax Code § 42.43(f) provides that the final judgment in an appeal may designate to whom and where a refund is to be sent. Accordingly, the refund shall be sent to the following person at the following address:

WILLIAM T. SULLIVAN  
NORTON ROSE FULBRIGHT US LLP  
Frost Tower 111 W. Houston Street, Suite 1800  
San Antonio, Texas 78205

6. All costs and attorney fees are to be borne by the party incurring same.
7. All other relief not specifically granted herein is denied.
8. This judgment finally disposes of all claims and all parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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JUDGE PRESIDING

**APPROVED AS TO FORM AND SUBSTANCE:**

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ATTORNEYS FOR PLAINTIFF

ATTORNEYS FOR DEFENDANT

**EXHIBIT “A”**

**TAX YEAR 2023**

<b>Property ID</b>	<b>Legal Description</b>	<b>2023 Market and Appraised Value</b>
1021092	9900020 DOCK ABATEMENT & VLA 0 1021092	\$35,138,210
1021310	9900030 PROCESS M&E ABATEMENT & VLA 0 1021310	\$739,779,125
1021452	9900010 BUILDINGS ABATEMENT & VLA 0 1021452	\$129,317,646
1034991	9900010 TCEQ EXEMPT PROPERTY NON-ABATEMENT & NON-VLA 0 1034991	\$80,765,019
<b>TOTAL:</b>		<b>\$985,000,000</b>

**TAX YEAR 2024**

<b>Property ID</b>	<b>Legal Description</b>	<b>2024 Market and Appraised Value</b>
1021092	9900020 DOCK ABATEMENT & VLA 0 1021092	\$33,556,707
1021310	9900030 PROCESS M&E ABATEMENT & VLA 0 1021310	\$739,419,672
1021452	9900010 BUILDINGS ABATEMENT & VLA 0 1021452	\$129,873,212
1034991	9900010 TCEQ EXEMPT PROPERTY NON-ABATEMENT & NON-VLA 0 1034991	\$82,150,409
<b>TOTAL:</b>		<b>\$985,000,000</b>