

REGULAR, 12/9/2013 1:30:00 PM

BE IT REMEMBERED that on December 09, 2013, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

When the following proceedings were had and orders made, to-wit:

Notice of Meeting and Agenda and Minutes
December 09, 2013

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
December 09, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **09th** day of **December 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Approve, execute, receive and file a renewal for (IFB 10-019/KJS), Lease of Hangar # 5 at the Southeast Texas Regional Airport (Jack Brooks Regional Airport) with KUSA Aviation, LLC. for a second additional one (1) year renewal from December 30, 2013 to December 29, 2014.

SEE ATTACHMENTS ON PAGES 10 - 10

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Execute, receive and file contract for (IFB 13-019/KJS), Jefferson County Drainage District No. 7 Ditch Improvements Rhodair Gully Lateral 3A with MK Constructors in the amount of \$988,083.00. Original contract may be viewed in the Jefferson County Purchasing Department. (Funded by Round 1 TDRA Grant Administered by The General Land Office of the State of Texas.)

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve, execute, receive and file a Professional Services Agreement (Prof 13-029-KJS) with e.Sullivan Advertising and Design, Inc. and Ford Park for Advertising and Design Services through September 30, 2014 in the amount of \$75,000.

SEE ATTACHMENTS ON PAGES 11 - 13

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

**Notice of Meeting and Agenda and Minutes
December 09, 2013**

4. Consider and approve, execute, receive and file a purchase agreement for surplus/salvage property from the Texas Department of Transportation for 6,000 cubic yards of reclaimed asphalt pavement (RAP) material at a price of \$15.00 per cubic yard with a purchase fee of 6.5 % equaling a total purchase price of \$95,850.00.

SEE ATTACHMENTS ON PAGES 14 - 15

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

5. Receive and file Change Order # 2 for (IFB 13-007/JW), Bridge Replacement on Lawhon Road at Green Pond Gully, with Tom-Mac, Inc. to increase contract day by 30 days, bringing the total contract days up to 90 days. The additional contract days are due to inclement weather conditions.

SEE ATTACHMENTS ON PAGES 16 - 16

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

6. Consider and approve FY 2013 budget transfer - Correctional Facility - additional cost for inmate medical.

120-3062-423-5077	CONTRACTUAL SERVICE	\$145,000.00	
120-3062-423-1044	DETENTION OFFICERS		\$145,000.00

SEE ATTACHMENTS ON PAGES 17 - 17

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

7. Regular County Bills - check #388075 through check #388266.

SEE ATTACHMENTS ON PAGES 18 - 24

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONER:

8. Consider and possibly approve the 2014 Jefferson County Tax Abatement Policy pursuant to Texas Tax Code Section 312.002 with said Policy to be effective for the period of 2014 through 2016.

SEE ATTACHMENTS ON PAGES 25 - 40

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

9. Consider, possibly approve and authorize the County Judge to execute the marketing agreement between Financial Marketing Concepts, Inc. (FMC) and Jefferson County for the Coast2Coast Rx Card for discount prescription services for Jefferson County residents.

SEE ATTACHMENTS ON PAGES 41 - 45

Action: TABLED

10. Receive and file Order designating the Project Weldon Reinvestment Zone.

SEE ATTACHMENTS ON PAGES 46 - 48

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
December 09, 2013*

11. Receive and file Order designating the OCI-Firewater Reinvestment Zone.

SEE ATTACHMENTS ON PAGES 49 - 67

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

12. Consider and possibly approve the designation of two places to serve as Commissioners to the Jefferson County Emergency Services District # 4 for one year terms expiring January 1, 2015 and three places to serve as Commissioners to the Jefferson County Emergency Services District # 4 for two year terms that expire January 1, 2016 in accordance with Section 775.034 (c) of the Texas Health and Safety Code.

SEE ATTACHMENTS ON PAGES 68 - 68

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

13. Consider and possibly approve exempting the following groups from paying for security during their scheduled events for the year 2014, Dispute Resolution Center, Jefferson County Bar Association, Jefferson County Democratic Party, Jefferson County Republican Party, Jefferson County Libertarian Party, Jefferson County Green Party, Election School, Jefferson County Clerk's office for meetings and training related to Elections, Jefferson County Coalition for Victims of Crime, Family Services, and Jefferson County Deputy Constable Association. The security expense will be paid via budgeted funds.

SEE ATTACHMENTS ON PAGES 69 - 69

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

*Notice of Meeting and Agenda and Minutes
December 09, 2013*

14. Consider and possible approve, execute, receive and file the reappointment of Brandon Rose and Terence Simon to the Jefferson County Emergency Services District #3 Board of Commissioners for a 2 year term effective January 01, 2015.

SEE ATTACHMENTS ON PAGES 70 - 70

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

15. Consider and possibly approve authorizing the County Judge to execute the application for 2014 Local Emergency Management Performance Grant (EMPG).

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY TREASURER:

16. Receive and File Investment Schedule for November, 2013, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 71 - 73

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ENGINEERING:

17. Receive and file a Memorandum of Agreement (MOA) between Texas Parks and Wildlife Department and Jefferson County for the purpose of granting access rights for wetland mitigation to the J. D. Murphree Wildlife Management Area at the Keith Lake Boat Ramp. This project is located in Precinct No. 3.

SEE ATTACHMENTS ON PAGES 74 - 82

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

RISK MANAGEMENT:

18. Consider and possibly approve Commercial Crime Coverage renewal with Great American Insurance Group, effective January 1, 2014, at a flat annual renewal premium of \$4,399.00.

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Other Business:

Please join us for cake following Commissioners' Court. We are grateful that the cake is being provided by HEB.

Receive reports from Elected Officials and staff on matters of community interest without taking action.

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.**

*Notice of Meeting and Agenda and Minutes
December 09, 2013*

**Jeff R. Branick
County Judge**

**Contract Renewal for IFB 10-019/KJS
Lease of Hangar #5 at the
Southeast Texas Regional Airport
(Jack Brooks Regional Airport)**

The County entered into a contract with KUSA Aviation, LLC for one (1) year, from January 1, 2012 to December 31, 2012, with an option to renew the contract for up to a three (3) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from December 30, 2013 to December 29, 2014.

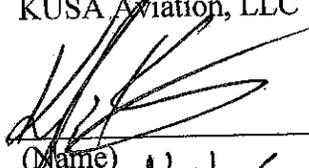
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:
KUSA Aviation, LLC



(Name)

Kyle E. Knuppke

October 1, 2013

Ford Park
c/o SMG
5155 IH-10 South
Beaumont, TX 77705

Attn: John Hughes

Dear Mr. Hughes :

This letter outlines terms of business under which e.Sullivan Advertising and Design, Inc. will be providing professional services for Ford Park commencing (October 1, 2013) or such date as shall be agreed and ending September 30, 2014.

The service that e. Sullivan Advertising and Design and staff will provide are summarized as follows:

1. Develop communications plans and budget estimates based on your marketing objectives and strategies. If possible, we will endeavor to relate these plans to measured objectives to determine effectiveness. We will also assist in developing marketing objectives and strategies if desired.
2. Provide all creative, production and media services to develop advertisements, commercials, media advertising plans, direct mail, billboards, brochures and other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and maintain on-going publicity projects in accordance to the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, telemarketing, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

7. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

Approval and authority are provided as follows:

The agency will submit the following to Ford Park for approval: all advertising plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservation or contracts for media space or time.

Agency compensation is provided for as follows:

For the purposes of this agreement, we are estimating our creative & production services to include but not limited to the following:

- Billboard Design (including up to three separate designs)
- Television Production (including up to three separate commercials)
- Radio Production (including up to three separate commercials)
- Newspaper / Magazine Advertisement Design
- Web Banner Advertisement Design

All media and outside services, such as artwork and mechanicals, as well as out-of-pocket expense, are charged to the clients. Project time for creative and production services, public relations services and special projects such as research are provided on an hourly rate basis and billed by project.

Although, we will only bill for time actually spent on these various projects and services, we agree that the total billing charges for all work done, including creative design, media placement, fees, etc., will not exceed \$ 75,000.00.

Budget estimates are provided for all programs and, where necessary, quotations on individual projects are supplied. The fee service arrangement will be reviewed at the end of ending date of this agreement and may be renewed for a longer term if agreed to by both parties. Cost accounting procedures are maintained, based on a time-keeping system. Fee arrangements will be reviewed and renegotiated as necessary in light of this experience.

Termination:

Agency service provided on an annual basis with a provision for ninety (30) days notice of termination on either side for all project work and media programs in accordance with accepted practices of the industry.

Billing procedures are as follows:

All invoices will be billed on or about the first (1st) of each month following the month when production & creative services took place. Production billing is itemized in terms of creative services, talent costs, computer art-work, photography, printing, etc., and billed by projects. Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of camera-ready art, and final detailed invoice on delivery.

Our terms are net thirty (30) days from date of receipt of invoice.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

All that we need from you to proceed is a copy of this Letter of Agreement signed by an officer of the company acknowledging the terms of business as detailed. A copy is provided for this purpose.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of Ford Park's long term plan.

Yours sincerely,

Eric Sullivan
e.Sullivan Advertising & Design

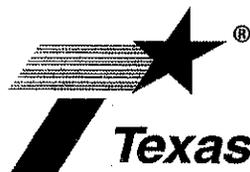
Terms and conditions accepted by client:

Date:

Signature:

Title:

Company:



Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8580 | WWW.TXDOT.GOV

November 26, 2013

RECEIVED
DEC 02 2013

The Honorable Jeff Branick
Judge of Jefferson County
1149 Pearl Street
Beaumont, TX 77701

To Don

RE: Purchase of Reclaimed Asphalt Pavement (RAP) Material

Dear Judge Branick:

Attached for your further handling is an Invitation to Bid for the Sale of Surplus/Salvage Property (Form 1401). As requested by the November 26, 2013 email from Don Rao, Director of Engineering, the Texas Department of Transportation (TxDOT) agrees to sell Jefferson County (County) 6,000 cubic yards of RAP to be salvaged from a stockpile located at the southwest corner of the intersection of FM 1406 @ SH 73 at County Line Road in Winnie, Chambers County. The County will be responsible for all labor and equipment regarding the removal process and for restoring the right of way to TxDOT's satisfaction upon completion of the RAP removal. TxDOT agrees to a price of \$15.00 per cubic yard plus a purchaser fee of 6.5%. If the County agrees to the terms described herein, please sign and return the enclosed Form 1401 along with a check made out to the Texas Department of Transportation in the amount of \$95,850.00.

To document the quantity of materials received, the County should prepare and submit haul tickets for each load to TxDOT Maintenance Supervisor Charles Kirby, 503 N. Ross Sterling, Anahuac, TX 77514. The tickets should be submitted at least monthly. Please have a representative of the County contact Mr. Kirby at (409) 267-3611 prior to initiating removal of the materials.

If additional information is needed, please contact me at (409) 898-5764. Our mailing address is 8350 Eastex Freeway, Beaumont, TX 77708.

Sincerely,

Jesse L. Fleming, Jr., P.E.

Jesse L. Fleming, Jr., P.E.
Director of Maintenance
Beaumont District

JLF:dlh

Enclosure

cc: Cory Taylor, P.E., Liberty Area Engineer
Charles Kirby, Anahuac Maintenance Supervisor

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY
An Equal Opportunity Employer



Form 1401
(Rev. 2/2007)
(GSD-EPC)
Page 1 of 2

**INVITATION TO BID
TEXAS DEPARTMENT OF TRANSPORTATION
SALE OF SURPLUS/SALVAGE PROPERTY**

Location of Item(s) and Person to Contact:

Texas Department of Transportation
FM 1406 @ SH 73, Winnie, Chambers County, TX
Jesse L. Fleming, Jr., P.E.
8350 Eastex Freeway
Beaumont, TX 77708
(409) 898-5764

BID OPENING DATE Return Mail

SALE NO.: 60120-02-001

▼ **IDENTIFICATION NO.** (See 1.4 on reverse) ▼

▼ **FAILURE TO SIGN BID WILL DISQUALIFY BID** ▼

**SEE REVERSE OF FORM FOR "BIDDING INSTRUCTIONS"
AND "TERMS AND CONDITIONS OF SALE"**

SIGNATURE _____

DATE _____

Mail Sealed Bids to: ▼

Texas Department of Transportation
Attn: Debbie Hallam
8350 Eastex Freeway
Beaumont, TX 77708

▼ **NAME AND MAILING ADDRESS OF BIDDER** ▼

The Honorable Jeff Branick
Judge of Jefferson County
1149 Pearl Street
Beaumont, TX 77701

PROPERTY NO.	DESCRIPTION	ITEM NO.	BID PRICE
	<p>ITEMS ARE BEING SOLD 'AS IS', 'WHERE IS', NO WARRANTY EXPRESSED OR IMPLIED.</p> <p>Reclaimed Asphalt Pavement (RAP): 6,000 cubic yards @ \$15.00 per cubic yard = \$90,000.00 Purchaser Fee of 6.5% = \$5,850.00 Total = \$95,850.00</p> <p>Buyer will be responsible for all labor and equipment to remove material and shall restore right of way to the Texas Department of Transportation's satisfaction upon completion of removal. Removal of material shall be completed within 90 days from date of award letter corresponding to the invitation to bid.</p>		

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE 

SUBJECT: BUDGET TRANSFER

DATE: DECEMBER 5, 2013

The following FY 2013 budget transfer is necessary for Jail for additional cost for inmate medical for year-end accruals. Please call if you have any questions.

120-3062-423-5077 Contractual Services \$145,000

120-3062-423-1044 Detention Officers \$145,000

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	84.46	388225	84.46**
ROAD & BRIDGE PCT.#1			
LONE STAR TRENCHER PARTS LLC	292.05	388258	292.05**
ROAD & BRIDGE PCT.#2			
CHEMAX CORP.	443.80	388123	
CITY OF NEDERLAND	51.60	388126	
ENTERGY	7.06	388141	
OIL CITY TRACTORS, INC.	45.00	388161	
SMART'S TRUCK & TRAILER, INC.	118.34	388171	
W. JEFFERSON COUNTY M.W.D.	25.13	388183	
NEW WAVE WELDING TECHNOLOGY	6.82	388233	697.75**
ROAD & BRIDGE PCT. # 3			
ENTERGY	283.57	388141	
AT&T	69.66	388173	
W. JEFFERSON COUNTY M.W.D.	25.91	388183	
RELADYNE	178.07	388263	557.21**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	49.21	388105	
CITY OF BEAUMONT - LANDFILL	88.00	388113	
APAC, INC. - TROTTI & THOMSOM	2,145.79	388114	
M&D SUPPLY	319.16	388153	
MUNRO'S	55.33	388154	
NAPA AUTO PARTS	155.53	388155	
OFFICE DEPOT	133.98	388159	
SANITARY SUPPLY, INC.	847.59	388168	
SMART'S TRUCK & TRAILER, INC.	74.82	388171	
W. JEFFERSON COUNTY M.W.D.	101.38	388183	
MARTIN PRODUCT SALES LLC	673.98	388230	4,644.77**
ENGINEERING FUND			
OFFICE DEPOT	66.36	388159	66.36**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	84.96	388125	
AT&T	28.88	388173	
W. JEFFERSON COUNTY M.W.D.	50.26	388183	164.10**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT	124.70	388159	
ACE IMAGEWEAR	40.76	388169	
AT&T	100.02	388173	
UNITED STATES POSTAL SERVICE	585.14	388196	
BERNADETTE ANTWINE	427.52	388200	
CINDY SAVANT	115.00	388217	
ROCHESTER ARMORED CAR CO INC	352.00	388244	
NEMO-Q	127.00	388261	1,872.14*
COUNTY HUMAN RESOURCES			
CASH ADVANCE ACCOUNT	737.06	388148	
PINNACLE EMPLOYEE TESTING	45.00	388165	782.06*
AUDITOR'S OFFICE			
OFFICE DEPOT	218.80	388159	
UNITED STATES POSTAL SERVICE	2.69	388196	
ASSN OF CERTIFIED FRAUD EXAMINERS	175.00	388231	396.49*
COUNTY CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	80.69	388134	
OFFICE DEPOT	16.99	388159	
XEROX CORPORATION	1,010.86	388186	
UNITED STATES POSTAL SERVICE	256.54	388196	1,365.08*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	1,124.00	388130	
DELL MARKETING L.P.	327.00	388131	
TRAVIS EVANS	500.00	388133	
JAN GIROUARD & ASSOCIATES	200.00	388139	
OFFICE DEPOT	438.12	388159	
UNITED STATES POSTAL SERVICE	1.90	388196	
THOMSON REUTERS-WEST	116.58	388256	2,707.60*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.53	388196	3.53*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	147.74	388196	147.74*
PURCHASING DEPARTMENT			
FRANK'S MEDICAL MART	29.75	388135	
HERNANDEZ OFFICE SUPPLY, INC.	19.96	388142	49.71*
GENERAL SERVICES			
USA MOBILITY WIRELESS, INC	3.00	388104	
JEFFERSON CTY. TAX DEPARTMENT	20.00	388146	
CASH ADVANCE ACCOUNT	738.41	388148	
OLMSTED-KIRK PAPER	321.00	388162	
TIME WARNER COMMUNICATIONS	1,913.30	388176	
CROWN CASTLE INTERNATIONAL	1,332.65	388216	
ERS - TEXAS SOCIAL SECURITY PROGRAM	35.00	388218	
JOHN PAUL'S	114.16	388242	
ROCHESTER ARMORED CAR CO INC	3,858.78	388244	
DYNAMEX INC	440.18	388264	8,776.48*
DATA PROCESSING			
USA MOBILITY WIRELESS, INC	12.05	388104	
GUARDIAN FORCE	36.00	388106	
DELL MARKETING L.P.	654.00	388131	
CDW COMPUTER CENTERS, INC.	714.54	388190	1,416.59*
VOTERS REGISTRATION DEPT			
CASH ADVANCE ACCOUNT	679.47	388148	
OFFICE DEPOT	459.98	388159	
UNITED STATES POSTAL SERVICE	24.96	388196	1,164.41*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	23.11	388198	23.11*
DISTRICT ATTORNEY			
GT DISTRIBUTORS, INC.	337.86	388136	
OFFICE DEPOT	1,260.08	388159	
OLD REPUBLIC SURETY COMPANY	100.00	388160	
UNITED STATES POSTAL SERVICE	155.28	388196	
LEXIS-NEXIS	98.00	388197	
RECALL TOTAL INFORMATION MANAGEMENT	466.49	388214	
THOMSON REUTERS-WEST	836.33	388256	
LESLIE JONES	105.66	388257	3,359.70*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	58.00	388152	
UNITED STATES POSTAL SERVICE	212.26	388196	270.26*
CRIMINAL DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	600.00	388107	
DAVID GROVE	600.00	388110	
JACK LAWRENCE	297.25	388111	
DAVID W BARLOW	4,167.00	388118	
JEFFERSON CTY. BAR ASSOCIATION	100.00	388147	
UNITED STATES POSTAL SERVICE	1.79	388196	
RAQUEL WEST	8,334.00	388210	14,100.04*
58TH DISTRICT COURT			
OFFICE DEPOT	39.94	388159	
SOUTHEAST TEXAS WATER	29.95	388172	69.89*
252ND DISTRICT COURT			
DAVID W BARLOW	250.00	388117	
DAVID W BARLOW	4,167.00	388118	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	388119	
THOMAS J. BURBANK, P.C.	750.00	388121	
MIKE VAN ZANDT	8,334.00	388180	
RICARDO VEGA	100.00	388181	
BRACK JONES JR.	8,333.33	388188	
JOHN D WEST	1,025.00	388193	
UNITED STATES POSTAL SERVICE	18.89	388196	
LEXIS-NEXIS	51.00	388197	
SHEIGH SUMMERLIN	8,333.33	388226	
CULLEN KIKER	3,555.00	388239	
SOUTHEAST TEXAS PSYCHIATRY PA	1,190.00	388249	36,357.55*
279TH DISTRICT COURT			
LEXIS-NEXIS	51.00	388197	51.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	21.66	388196	21.66*
JUSTICE COURT-PCT 2			
MARC DEROUEN	343.44	388245	343.44*
JUSTICE COURT-PCT 4			
THOMSON REUTERS-WEST	50.50	388256	50.50*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	27.05	388196	27.05*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	103.06	388159	103.06*
COUNTY COURT AT LAW NO.1			
SIERRA SPRING WATER CO. - BT	60.45	388199	60.45*
COUNTY COURT AT LAW NO. 2			
TERRENCE HOLMES	300.00	388143	
CASH ADVANCE ACCOUNT	1,070.23	388148	
UNITED STATES POSTAL SERVICE	25.34	388196	1,395.57*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	21.89	388196	
DUSTIN R. GALMOR	250.00	388246	271.89*
COURT MASTER			
JUDGE LARRY GIST	1,253.96	388138	
UNITED STATES POSTAL SERVICE	3.62	388196	1,257.58*
MEDIATION CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	6.14	388196	6.14*
COMMUNITY SUPERVISION			
DELL MARKETING L.P.	7,194.00	388131	7,194.00*
SHERIFF'S DEPARTMENT			
CARPENTER'S TIME CENTER INC.	296.00	388122	
CITY OF NEDERLAND	73.40	388126	
DELL MARKETING L.P.	654.36	388131	
FED EX	103.05	388134	
GALL'S, INC.	120.00	388137	
CASH ADVANCE ACCOUNT	1,184.39	388148	
KAY ELECTRONICS, INC.	1,597.65	388150	
OFFICE DEPOT	4,624.80	388159	
AT&T	317.70	388173	
WASTE MGT. GOLDEN TRIANGLE, INC.	65.55	388182	
KEESHA GUILLORY	300.00	388189	
ADVANCED SYSTEMS & ALARM SERVICES,	270.00	388191	
UNITED STATES POSTAL SERVICE	110.38	388196	
BEAUMONT OCCUPATIONAL SERVICE, INC.	149.25	388201	
CHILD ABUSE & FORENSIC SERVICES	950.00	388202	
LONE STAR UNIFORMS, INC.	318.40	388207	
FIVE STAR FEED	78.75	388213	
TASER INTERNATIONAL	6,784.74	388221	
3 L PRINTING	75.00	388243	
COBAN TECHNOLOGIES INC	600.00	388247	
RITA HURT	1,100.00	388251	19,773.42*
CRIME LABORATORY			
SOUTHEAST TEXAS WATER	2.00	388172	
VERIZON WIRELESS	38.01	388194	
UNITED STATES POSTAL SERVICE	13.01	388196	53.02*
JAIL - NO. 2			
AMERICAN CORRECTIONAL ASSOCIATION	70.00	388112	
BEAUMONT TRACTOR COMPANY	1,653.40	388120	
COASTAL WELDING SUPPLY	37.20	388128	
ENTERGY	39,717.27	388141	
AT&T	915.84	388173	
TEXAS DEPT OF LICENSING &	40.00	388177	
DANIELS MANUFACTURING CORPORTATION	279.59	388237	
EPIC CARD SERVICES LLC	460.00	388254	
KROPP HOLDINGS INC	1,699.92	388262	44,873.22*
JUVENILE PROBATION DEPT.			
USA MOBILITY WIRELESS, INC	48.20	388104	
WILLIE DAVIS	109.05	388109	
FED EX	29.06	388134	
CHERYL ROEBUCK	101.70	388187	
UNITED STATES POSTAL SERVICE	1.92	388196	
SHANNA CITIZEN	46.90	388209	
SHARON STREETMAN	45.20	388228	
RASHUNDA FLETCHER	40.12	388234	422.15*
JUVENILE DETENTION HOME			
ENTERGY	7,266.72	388141	
SHERWIN-WILLIAMS	190.80	388170	
AT&T	726.70	388173	8,184.22*
CONSTABLE PCT 1			
DELL MARKETING L.P.	1,271.28	388131	
M&D SUPPLY	89.97	388153	
UNITED STATES POSTAL SERVICE	27.44	388196	1,388.69*
CONSTABLE-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	4.98	388196	4.98*
CONSTABLE PCT. 7			
PHILPOTT MOTORS, INC.	124.56	388164	124.56*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	8,500.00	388115	
BJ TRANSPORT SERVICE, INC.	9,500.00	388116	18,000.00*
HEALTH AND WELFARE NO. 1			
USA MOBILITY WIRELESS, INC	22.82	388104	
CLAYBAR FUNERAL HOME, INC.	1,968.00	388127	
PETTY CASH - N C WELFARE	96.83	388163	
UNITED STATES POSTAL SERVICE	75.64	388196	2,163.29*
HEALTH AND WELFARE NO. 2			
USA MOBILITY WIRELESS, INC	7.69	388104	7.69*
CHILD WELFARE UNIT			
DISA, INC.	662.00	388132	
TARGET STORES DIVISION	8,274.59	388192	
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,774.55	388201	
J.C. PENNEY'S	2,448.67	388203	
SEARS COMMERCIAL CREDIT	1,198.19	388204	
K-MART #7912	370.49	388205	14,728.49*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	47.57	388159	
AT&T	29.39	388173	76.96*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	23,779.17	388260	23,779.17*
MAINTENANCE-BEAUMONT			
GUARDIAN FORCE	36.00	388106	
COBURN'S, BEAUMONT BOWIE (1)	65.93	388129	
HYDRO-CLEAN SERVICES, INC.	435.00	388144	
ISI COMMERCIAL REFRIGERATION	533.61	388145	
M&D SUPPLY	148.15	388153	
RALPH'S INDUSTRIAL ELECTRONICS	924.76	388167	
ACE IMAGEWEAR	425.95	388169	
AT&T	935.49	388173	
WORTH HYDROCHEM	250.00	388185	
ACADIAN HARDWOODS, BEAUMONT	564.04	388208	
OTIS ELEVATOR COMPANY	2,756.00	388215	
FIRETROL PROTECTION SYSTEMS, INC.	920.00	388236	
A1 FILTER SERVICE COMPANY	732.70	388250	8,727.63*
MAINTENANCE-PORT ARTHUR			
AT&T	1,217.97	388173	1,217.97*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	60.70	388126	
AT&T	742.84	388173	
W. JEFFERSON COUNTY M.W.D.	81.26	388183	884.80*
SERVICE CENTER			
ACTION AUTO GLASS	195.21	388108	
GULF COAST SCREW & SUPPLY	26.58	388140	
KINSEL FORD, INC.	614.06	388151	
M&D SUPPLY	72.11	388153	
PHILPOTT MOTORS, INC.	186.31	388164	

NAME	AMOUNT	CHECK NO.	TOTAL
TRI-CON, INC.	14,474.56	388179	
PETROLEUM SOLUTIONS, INC.	228.00	388219	
BUMPER TO BUMPER	201.40	388220	
AMERICAN TIRE DISTRIBUTORS	1,027.08	388235	
UNIFIRST HOLDINGS INC	17.46	388240	
MIGHTY OF SOUTHEAST TEXAS	31.32	388248	
SPANKY'S WRECKER SERVICE INC	95.00	388253	
VETERANS SERVICE			17,169.09*
UNITED STATES POSTAL SERVICE	3.18	388196	
HILARY GUEST	244.24	388211	
			247.42*
MOSQUITO CONTROL FUND			245,471.49**
DELL MARKETING L.P.	981.00	388131	
M&D SUPPLY	133.38	388153	
MUNRO'S	98.95	388154	
AT&T	29.39	388173	
TIME WARNER COMMUNICATIONS	73.66	388175	
LAW LIBRARY FUND			1,316.38**
JONES MCCLURE PUBLISHING, INC.	102.00	388149	
STATE BAR OF TEXAS	162.50	388174	
THOMSON REUTERS-WEST	5,243.56	388256	
JUVENILE TJPC-A-2012-123			5,508.06**
USA MOBILITY WIRELESS, INC	19.74	388104	
COMMUNITY SUPERVISION FND			19.74**
CASH ADVANCE ACCOUNT	407.18	388148	
OFFICE DEPOT	207.87	388159	
OLMSTED-KIRK PAPER	218.25	388162	
UNITED STATES POSTAL SERVICE	52.37	388196	
JEFF. CO. WOMEN'S CENTER			885.67**
USA MOBILITY WIRELESS, INC	16.38	388104	
LAW OFFICER TRAINING GRT			16.38**
LEXISNEXIS MATTHEW BENDER	1,719.73	388206	
COUNTY CLERK - RECORD MGT			1,719.73**
AT&T	110.65	388173	
COUNTY RECORDS MANAGEMENT			110.65**
BEAUMONT HERITAGE SOCIETY	100.00	388212	
LINDA MCMAHEN	100.00	388227	
UNCLAIMED FUNDS MGMT FUND			200.00**
MICHAEL JOSEPH ZENO	85.00	388265	
HOTEL OCCUPANCY TAX FUND			85.00**
CITY OF BEAUMONT - WATER DEPT.	79.75	388124	
MUNRO'S	86.50	388154	
UNITED STATES POSTAL SERVICE	6.57	388196	
KATHI HUGHES	5.16	388229	
CAPITAL PROJECTS FUND			177.98**
TOM-MAC INC	36,415.00	388238	
LJA ENGINEERING INC	150.00	388252	
BASCO CONSTRUCTION INC	11,086.61	388255	
AIRPORT FUND			47,651.61**

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	798.72	388126	
ADVANCE COMMUNICATIONS SYSTEM	2,147.47	388224	
SE TX EMP. BENEFIT POOL			2,946.19**
MEDCO HEALTH SOLUTIONS INC	104,226.95	388232	
CHLIC-CHICAGO	100,197.89	388241	
SETEC FUND			204,424.84**
DELL MARKETING L.P.	3,122.40	388131	
TEXAS DEPT OF TRANSPORTATION	95,850.00	388178	
LIABILITY CLAIMS ACCOUNT			98,972.40**
REGIS J POUILLARD	75.00	388266	
WORKER'S COMPENSATION FD			75.00**
TRISTAR RISK MANAGEMENT	5,761.16	388222	
TRISTAR RISK MANAGEMENT	14,155.58	388223	
SHERIFF'S FORFEITURE FUND			19,916.74**
CDW COMPUTER CENTERS, INC.	89.79	388190	
PAYROLL FUND			89.79**
JEFFERSON CTY. - FLEXIBLE SPENDING	10,246.00	388075	
CLEAT	360.00	388076	
JEFFERSON CTY. TREASURER	19,028.39	388077	
RON STADTMUELLER - CHAPTER 13	1,717.50	388078	
INTERNAL REVENUE SERVICE	150.00	388079	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,020.00	388080	
JEFFERSON CTY. COMMUNITY SUP.	9,469.89	388081	
JEFFERSON CTY. TREASURER - HEALTH	385,635.79	388082	
JEFFERSON CTY. TREASURER - GENERAL	25.00	388083	
JEFFERSON CTY. TREASURER - PAYROLL	1,612,588.14	388084	
JEFFERSON CTY. TREASURER - PAYROLL	638,199.31	388085	
MONY/MLOA	275.61	388086	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,283.88	388087	
TGSLC	278.28	388088	
UNITED WAY OF BEAUMONT& N JEFFERSON	47.72	388089	
JEFFERSON CTY. TREASURER - TCDRS	575,660.01	388090	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,243.31	388091	
JEFFERSON COUNTY TREASURER	2,336.44	388092	
JEFFERSON COUNTY - TREASURER -	4,600.74	388093	
NECHES FEDERAL CREDIT UNION	68,980.38	388094	
DEPARTMENT OF SOCIAL SERVICES	140.76	388095	
JEFFERSON COUNTY - NATIONWIDE	45,499.98	388096	
TENNESSEE CHILD SUPPORT	115.38	388097	
FMS DMS PIONEER	34.62	388098	
SBA - U S DEPARTMENT OF TREASURY	168.49	388099	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	388100	
U S DEPARTMENT OF TREASURY	157.99	388101	
WILLIAM E HEITKAMP	639.00	388102	
JOHN TALTON	327.69	388103	
ORCA - IKE			3,387,347.53**
H.B. NEILD & SONS, INC.	15,167.70	388156	
MARINE DIVISION			15,167.70**
RITTER @ HOME	70.39	388166	
NEDERLAND HARDWARE SUPPLY	146.25	388184	
2009 PORT SECURITY ARRA			216.64**
LJA ENGINEERING INC	2,591.74	388252	
			2,591.74**
			4,041,417.96***

JEFFERSON COUNTY UNIFORM TAX ABATEMENT POLICY-2014

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Appraisal District (JCAD), an agency autonomous from Jefferson County. The Procedures used by JCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention.

DEFINITIONS

SECTION II

(a) "**Abatement**" means the full or partial exemption from ad valorem taxes of certain real property values and/or tangible personal property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) "**Agreement**" means a contractual agreement between a property owner and/or lessee and the County.

(c) "**Base Year**" means the calendar year in which the abatement contract is executed (signed).

(d) "**Base Year Value**" means the assessed value of eligible property January 1 preceding the

execution of the agreement plus the value of eligible property improvements and Tangible Personal Property made after January 1, but before the execution of the Agreement, and which property is owned by the owner, co-owner, and/or its parent companies, subsidiaries, partners, co-venturers, or any entity exercising legal control over the owner or subject to control by the owner.

(e) **"Deferred Maintenance"** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(f) **"Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(g) **"Eligible Facilities"** or **"Eligible Projects"** means new, expanded or modernized buildings and structures, tangible personal property as defined in the Texas Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(h) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(i) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(j) **"Facility"** means property improvements completed or in the process of construction which together comprise and integral whole.

(k) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(l) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

(m) **"Tangible Personal Property"** means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property

that was located in the investment or enterprise zone at any time before the period covered by the agreement with the County.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

- (1) Existing improvements, if any;
- (2) Type and value of proposed improvements;
- (3) Productive life of proposed improvements;
- (4) Number of existing jobs to be retained by proposed improvements;
- (5) Number and types of new jobs to be created by proposed improvements;
- (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;
- (7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;
- (8) The amount of local taxes to be generated directly;
- (9) The amount the property tax base valuation will be increased during term of abatement and after abatement;
- (10) The amount of economic impact the Eligible Facility will provide to the local community;

- (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
- (13) The population growth of the County projected to occur directly as a result of new improvements;
- (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;
- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact of the proposed project on the business opportunities of existing businesses;
- (17) The attraction of other new businesses to the area as a result of the project;
- (18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions;
- Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral

obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials.

(d) Historically Underutilized Businesses/Disadvantaged Business Enterprises.

The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities.

A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy.

Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description with specific metes and bounds; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than seventh (7th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (7th) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body

referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT SECTION VI

(a) Not later than the seventh (7th) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging

development or redevelopment of the zone during the period that property tax exemptions are in effect;

(8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner

of the property fails to make the improvements or repairs as provided by the agreement;

(9) Provision that all permanent jobs be registered with the Texas Workforce Commission and

that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.

(10) Contain each and every term agreed to by the owner of the property;

(11) Requirement that the owner or lessee of the property certify annually to the governing

body of each taxing unit that the owner or lessee is in compliance with each applicable term of

the agreement; and

(12) All terms required by Texas Tax Code §312.205, as amended;

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

RECAPTURE SECTION VII

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

ADMINISTRATION SECTION VIII

(a) The Chief Appraiser of the Jefferson County Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction, the designated representative of the Owner shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided

that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of 1% may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION

SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY

SECTION XI

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement;
or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

(1) Is your project within a city limit? _____. Name of City

(2) Is your project within an ETJ? . Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ _____

Number of Acres: _____ or Square Feet: _____

(6) Type and value of proposed improvements:

Type of construction:

(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

Value of Personal Property:

Value of Pollution Control Devices: It is understood and agreed that Applicant will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: _____ years, or term of initial lease: _____

(8) Number of existing jobs to be retained by proposed improvements:

(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: _____

Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: _____.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? _____

(12) Amount property tax base valuation will be increased:

During term of abatement: _____

After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: _____

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

EXHIBIT "A"

JEFFERSON COUNTY APPRAISAL DISTRICT PROCEDURE FOR CALCULATING ABATEMENTS

Purpose

The purpose of this procedure is to clarify the method used in calculating the tax abatement under the attached Contract. This requires calculation of the current market Value, Base Year Value, and taxable Value as these terms are defined below. By deducting the abatable value from the current market Value the Taxable Value may be determined. However, in accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner's Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

Calculation of "Current Market Value"

“Current Market Value” is determined by calculating for that Tax Year the market value of all industrial realty improvements of a property owner that comprise the “Base year Value” of each taxing entity.

Calculation Base Year Value”

“Base Year Value” for each taxing entity executing an abatement contract is the market value of all industrial realty improvements of a property owner located within that entity for the tax period defined as the “Base Year” less the abated value of all projects granted by that entity for the “Base year.” “Base year” is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of “Taxable Value”

“Taxable Value” for each taxing entity is determined by deducting from the appraised market value of all industrial realty improvements of a property owner the amount of any applicable abatements granted for that Tax Year.

Calculation of Value Potentially Eligible for Abatement

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

1. The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount determine the project value subject to abatement.
2. The Base Year Value is subtracted from the current Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement to the extent that it does not exceed the project value subject to abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

Calculation of Abated Value

Each project that remains potentially eligible for abatement is then tested for each taxing entity granting the abatement on an individual basis in chronological order based on the date the contract was executed.

1. For the project being tested, the Base year Value plus the value potentially eligible for

abatement for all other projects is subtracted from the Current Market Value. If the difference is greater than zero (0), then the remaining value is the value of the project to be abated to the extent that it does not exceed the project value subject to abatement for that year. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

If a subsequent project being tested is determined to be ineligible for the full value potentially eligible for abatement calculated previously after performing the calculation stated above, then the test process must be redone for all prior projects using the actual value subject to abatement for the subsequent project to determine if there is any effect on the abatement for each project and each taxing entity for that Tax Year.

Coast2Coast Rx Card County Marketing Agreement

THIS MARKETING AGREEMENT dated this _____ day of _____, 2013, by and between **Financial Marketing Concepts, Inc.**, hereinafter "FMC" a Florida corporation, with its principal place of business at: 1102 North A1A, Suite 202, Ponte Vedra Beach, Florida 32082, and JEFFERSON County, a political subdivision in the State of TEXAS, hereinafter "COUNTY" with its principal place of business at 1149 PEARL ST, 4TH FLOOR, BEAUMONT, TX 77701

WITNESSETH:

WHEREAS, FMC has created a discount prescription card, to-wit: the **Coast2Coast Rx** Card, which provides discounts on prescription drugs to individuals and families, and

WHEREAS, FMC can provide COUNTY the opportunity to offer its **Coast2Coast Rx** discount prescription card to its residents at no cost to the COUNTY, and

WHEREAS, COUNTY is desirous of providing the **Coast2Coast Rx** discount prescription card to its residents at no cost to the COUNTY:

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, it is agreed as follows:

1. **Benefits.** FMC will provide its **Coast2Coast Rx** discount prescription card at no cost to COUNTY and its residents, and will pay COUNTY a Royalty for each prescription filled that results in a paid claim as listed on Schedule "A" hereof. In addition to the discounts on prescriptions, the card will also offer discounts on dental; vision; hearing; Diabetes Savings Program; imaging and lab tests and discounted veterinary services and other complimentary discounted services that might be added in the future.

2. **Term.** This Agreement will automatically renew every year for another one (1) year term unless COUNTY gives FMC thirty days (30) written notice to terminate, or unless earlier terminated by default. Royalty to COUNTY will continue to be paid as long as COUNTY's residents continue to fill prescriptions under this program, as long as FMC receives its compensation for those prescriptions, and as long as this Agreement is not terminated by COUNTY. In the event COUNTY terminates this Agreement or endorses another discount Rx card, then Royalty will be paid as listed in paragraph 2 of Schedule "A." In any event COUNTY may cancel this Agreement with thirty days (30) written notice to terminate.

3. **FMC's Obligations.**

a. FMC will provide to COUNTY and its residents the **Coast2Coast Rx** discount prescription card at no cost to its residents or COUNTY, and will pay a Royalty to COUNTY based on the use thereof. The Royalty will be paid at its full rate as listed on Schedule "A" so long as COUNTY has not endorsed another discount prescription card after the execution of this Agreement. In the event COUNTY does execute an agreement with another discount prescription card after the execution of this Agreement, the Royalty will be paid as set forth in paragraph 3 of Schedule "A."

b. FMC will print and distribute the prescription cards for the COUNTY at FMC's cost. COUNTY will approve the card design prior to FMC's printing of the card.

c. FMC will handle all administration of the card including the providing of monthly usage reports to COUNTY. FMC will assign a unique Group Code to COUNTY for cards printed by FMC so that COUNTY's usage can be tracked when the card is used at participating pharmacies.

d. FMC will distribute its **Coast2Coast Rx** Cards to participating pharmacies in the COUNTY and to other such governmental offices (such as libraries, health departments, etc.) designated by the COUNTY.

e. FMC will create a private label website for the COUNTY to link to from its website that will describe the **Coast2Coast Rx** Card program. Using the website, COUNTY residents will have the opportunity to print a card, search for participating pharmacies, and search for the price of their specific medication(s).

f. FMC, with COUNTY's approval, will promote the Rx card in all appropriate media formats, including newspaper, radio, television and internet.

g. FMC and its Pharmacy Benefit Manager will not use any resident's information except as necessary to process prescriptions, and for no other purpose whatsoever. Neither FMC nor its Pharmacy Benefit Manager will contact, transfer or sell resident information to any third party, and both FMC and its Pharmacy Benefit Manager are HIPAA compliant. FMC nor its Pharmacy Benefit Manager will solicit cardholders to use Pharmacy Benefit Manager's mail order unless directed to do so by COUNTY.

4. **Indemnification.** FMC shall indemnify COUNTY and hold the COUNTY harmless from any loss, claim, liability or expense resulting from FMC's negligence.

5. **COUNTY's Obligations:** COUNTY will provide the opportunity for its residents to receive FMC's **Coast2Coast Rx** discount prescription card, and COUNTY shall receive a Royalty as specifically set forth on Schedule "A" hereof.

6. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of TEXAS and venue for any proceedings shall be JEFFERSON County.

7. **Use of County Seal.** For the consideration to be paid by FMC under this Agreement, COUNTY grants to FMC, and FMC accepts, a nonexclusive, nontransferable, limited and revocable license to use the County Seal in connection with the **Coast2Coast Rx** Discount card program as described in this agreement, and specifically, but not by way of limitation, that FMC has the right to use the County Seal on the discount card, on the private label county website and in FMC's letter provided to participating pharmacies that educates pharmacies about the program.

8. **Notice.** Any notice required by this Agreement shall be in writing, by certified mail, to the address of each party first set forth above, or at such other address as may hereafter be designated by either party in writing.

9. **Entire Agreement.** This Agreement contains all the rights, duties and obligations of each party, and this Agreement may not be modified or amended except in writing, signed by both parties.

IN WITNESS WHEREOF the parties have hereunto signed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

JEFFERSON COUNTY, TEXAS (State)

Date: _____

BY _____
JEFF R. BRANICK, COUNTY JUDGE

Financial Marketing Concepts, Inc.

Date: _____

By: _____
Edward W. Rahn
President

FOR INTERNAL USE:

C2C Rep:

Implementation team headed by:

Schedule "A" FOR _____ COUNTY, (STATE)

Coast2Coast Rx Card. FMC has offered the opportunity for COUNTY to provide its residents, at no cost to COUNTY or its residents, with FMC's **Coast2Coast Rx Card**, and FMC agrees to pay COUNTY a royalty as follows:

1. As long as this Agreement is in full force, then every time a member purchases a prescription through a participating pharmacy, and FMC receives compensation for that prescription, FMC will pay COUNTY one dollar and twenty-five cents (\$1.25) per paid claim on a monthly basis.
2. In the event COUNTY terminates this Agreement for any reason, from and after the termination date, the Royalty will be paid at the rate of Twenty-five cents (.25) per filled prescription that FMC has received compensation for.
3. In the event COUNTY endorses another discount prescription card after the execution of this Agreement, then the Royalty will be paid at the rate of Twenty-five cents (.25) per filled prescription that FMC has received compensation for.

Name & title of person(s) to receive reports and royalty check every month:

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

If County Contact for ongoing matters is different than above, please provide the contact's name:

Name & title of contact

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

SHIPPING OF MATERIALS: Please provide name, address, phone and email (if not the person above) for the shipping of materials to the County and our implementation team will pick them up when doing the program launch.

Name & title of contact

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

ADDITIONAL ITEMS NEEDED FROM COUNTY:

We would appreciate the scanning of the executed agreement so that it can be forwarded via email to Alexandra Miller (our Director of Communications): Ali@c2crx.com at Coast2Coast. At the same time please send a high resolution of the county seal/logo to Ali in a jpg, tif, eps or similar file (please don't send county seal/logo in Word).

The document (County distribution form) that Coast2Coast will need is a list of all County Departments, facilities and social/community organizations that Coast2Coast needs to distribute cards. Coast2Coast will distribute to pharmacies and libraries automatically. While we don't need the County distribution form at the time of the execution of the agreement, we do need the County to identify the person that will be completing this form in the near future and we would like it completed as soon as possible.

It will take about 5-6 weeks to print cards and have our distribution team come to the County to do the implementation. For Counties in an area that have television stations or they're nearby – we will hold a press conference to announce the program at which one or more Board Members and one or more Coast2Coast representatives will attend. The press conference is a great way to educate the public about the program and it only takes about twenty minutes of time. For Counties not in an area with television stations, while a press conference may be held, at the very least a press release will be issued to let residents know that the program is being launched.

Name & Title of Person Completing the County Distribution Form

Contact's Phone Number & email address

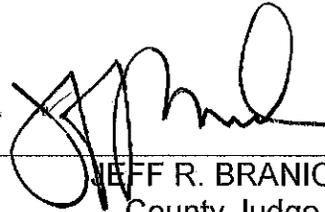
FMC Initials: _____
County Initials: _____

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

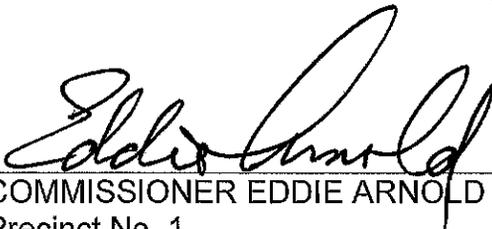
Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 2nd day of December, 2013.



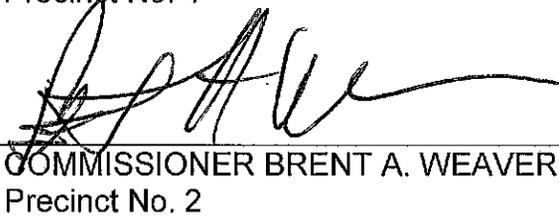
JEFF R. BRANICK
County Judge



COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

Surveyor's Field Note Description:

BEING a 7.000 acre (304,920.00 square feet) tract of land out of and a part of that certain Crenshaw Corporation tract of land, more fully described and recorded in Volume 1694, Page 135 of the Deed Records of Jefferson County, Texas and being out of and a part of Blocks 113 and 114 of the Gladys City Oil and Gas Manufacturing Subdivision recorded in Volume 1, Page 55 of the Map Records of said Jefferson County. Said 7.000 acre (304,920.00 square feet) tract of land being situated in the John A. Veatch League, Abstract No. 55, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the South corner of said Crenshaw tract, same being the West corner of that certain XL Systems, Inc. called 9.598 acre tract of land, more fully described as Tract B recorded in Clerk's File No. 9433636 of the Official Public Records of said Jefferson County and being in the Northeast right-of-way line of Gorman Road (80 feet wide public right-of-way);

THENCE North 27 deg. 40 min. 00 sec. West along and with the Southwest line of said Crenshaw tract, same being the Northeast right-of-way line of said Gorman Road, a distance of 712.25 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner, from which a concrete monument found at the West corner of said Crenshaw tract and Block 115, same being the South corner of said Block 116 and that certain Billy Van Nguyen and Nancy Thi Nguyen called 1.166 acre tract of land, more fully described in Clerk's File No. 2000047535 of said Official Public Records, bears North 27 deg. 40 min. 00 sec. West a distance of 596.67 feet;

THENCE North 62 deg. 42 min. 44 sec. East a distance of 391.69 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner;

THENCE South 27 deg. 38 min. 15 sec. East a distance of 355.25 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner;

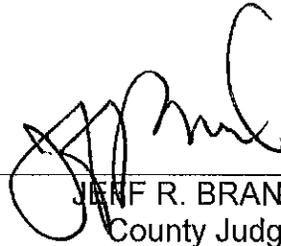
THENCE North 64 deg. 36 min. 57 sec. East a distance of 72.85 feet to a point for an ell corner of said Crenshaw tract, same being the West corner of that certain S. E. Ford and wife, Marcia Ford tract of land, more fully described and recorded in Volume 1699, Page 441 of said Deed Records, from which a 3/4 inch iron rod found bears North 18 deg. 47 min. 35 sec. East a distance of 0.17 feet;

THENCE South 27 deg. 47 min. 41 sec. East along and with the most Southerly Northeast line of said Crenshaw tract, same being the Southwest line of said Ford tract and that certain Virgil Edward Werner and wife, Mary Werner tract of land, more fully described and recorded in Volume 1332, Page 437 of said Deed Records, a distance of 354.59 feet to a 1/2 inch iron rod found at the most Southerly East corner of said Crenshaw tract, same being the North corner of said 9.598 acre tract;

THENCE South 62 deg. 42 min. 44 sec. West along and with the most Southerly Southeast line of said Crenshaw tract, same being the Northwest line of said 9.598 acre tract, a distance of 465.10 feet to the **PLACE OF BEGINNING**, containing 7.000 acres (304,920.00 square feet) of land, more or less.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

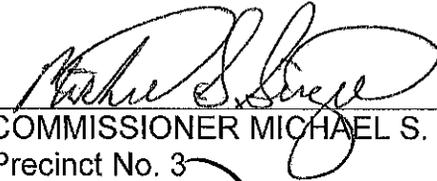
Signed this 2nd day of December, 2013.



JEFF R. BRANICK
County Judge



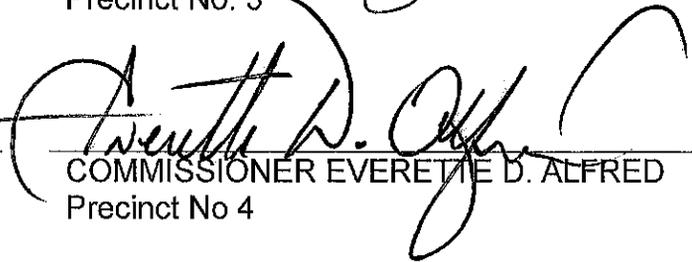
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

Exhibit "A"

TRACT I (Fee Simple)

BEING a 4.6344 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being the remainder of Lots 8, 9, & 10 of the Resubdivision of the Daniel Lewis Land in the Phelam Humphry League as recorded in Volume 1, Page 44, Map Records, Jefferson County, Texas and also being all of that certain called 4.6453 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 4.6344 acre tract, identified as TRACT ONE, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 4.6344 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northerly line of the said Lot 8 and the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 44°20'08" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 714.22 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of that certain called 4.960 acre tract of land, identified as Tract Two, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°24'51" WEST, for the boundary between the tract herein described and the said 4.960 acre Deep South Crane & Rigging Co. tract, for a distance of 432.78 feet to a 1/2" iron rod found for corner, said corner being the most Westerly corner of the said 4.960 acre Deep South Crane & Rigging Co. tract, the most Northerly corner of that certain called 0.846 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas and also being the most Easterly corner of that certain called 0.2153 acre tract of land as described in a "Warranty Deed" from MKC Energy Investments, Inc. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2004003596, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°55'06" WEST, for the boundary between the tract herein described and the said 0.2153 acre Deep South Crane & Rigging Co. tract, for a distance of 114.58 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347, and said corner also being the beginning of a curve to the right having a radius of 410.58 feet and being subtended by a chord bearing NORTH 37°01'37" EAST with a chord length of 120.77 feet;

THENCE NORTHEASTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 121.21 feet to a Texas Department of Transportation concrete monument (broken) found for corner;

THENCE NORTH 46°02'51" EAST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 58.28 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°11'29" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 247.57 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE SOUTH 46°33'32" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 30.50 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°17'20" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 339.48 feet to a 5/8" iron rod found for corner, said corner being in the common line between the said Lot 8 and Lot 1 of the said Resubdivision of the Daniel Lewis Land;

THENCE NORTH 45°43'05" EAST, for the boundary between the said Lots 1 and 8, for a distance of 230.50 feet to the POINT OF BEGINNING and containing 4.6344 ACRES, more or less.

TRACT II (Fee Simple)

BEING a 21.1268 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 62.71 acre tract of land as described in a "Warranty Deed" by J.T. Shelby to Texas Gulf Sulphur Company as recorded in Volume 812, Page 470, Deed Record, Jefferson County, Texas and also being all of that certain called 21.1253 acre tract, identified as Tract Two, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 21.1268 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas and said corner also being in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°05'45" WEST, for the boundary between the tract herein described and the said 20.0281 acre TX ENERGY, LLC tract, for a distance of 1203.93 feet to a 1/2" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347 and being the most Westerly corner of the said 20.0281 acre TX ENERGY, LLC tract and said corner also being the beginning of a curve to the right having a radius of 3685.83 feet and being subtended by a chord bearing

NORTH 35°50'30" WEST with a chord length of 621.42 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 622.16 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to right having a radius of 1910.08 feet and being subtended by a chord bearing NORTH 29°42'58" WEST with a chord length of 81.50 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve with a curve, for an arc length of 81.51 feet to a 1/2" iron rod found for corner, said corner being in the Southeasterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 47°37'34" EAST, along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 583.89 feet to a 5/8" iron rod found for corner;

THENCE NORTH 02°27'15" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 532.70 feet to a 5/8" iron rod found for corner;

THENCE NORTH 47°09'58" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 119.76 feet to a 5/8" iron rod found for corner, said corner also being in the Westerly right-of-way line of the said Kansas City Southern Railroad;

THENCE SOUTH 44°19'05" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 1065.14 feet to the POINT OF BEGINNING and containing 21.1268 ACRES, more or less.

TRACT III, Parcel A (Fee Simple)

BEING a 5.8766 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 5.8735 acre tract of land, identified as Tract Three-A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 5.8766 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates ".

BEGINNING at a "T" rail found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 3.1638 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 04°31'42" EAST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 225.31 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 41°37'56" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 485.69 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 10°09'26" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 230.28 feet to a 5/8" iron rod set for corner;

THENCE SOUTH 45°26'32" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 3.82 feet to a 5/8" iron rod set for corner, said corner also being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 1292.67 feet to a 5/8" iron rod set for corner, said corner being in the Northwest line of the said Phelam Humphry League;

THENCE NORTH 45°28'30" EAST, along and with the Northwest line of the said Phelam Humphry League, for a distance of 299.95 feet to the POINT OF BEGINNING and containing 5.8766 ACRES, more or less.

TRACT III, Parcel B (Fee Simple)

BEING a 23.5668 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 23.5505 acre tract, identified as Tract Three -B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Triangle Railyard, L.P. as recorded in Clerk's File No. 1999043482, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real

Property, Jefferson County, Texas, said 23.5668 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20 '08 " EAST. All set 5/8 " iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at a "T" rail found for the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the said 5.8766 acre and the said 3.1638 acre TX ENERGY, LLC tracts, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 44°09'59" EAST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 156.02 feet to a 5/8" iron rod found for the most Northerly corner and the POINT OF BEGINNING of the tract herein described, said corner also being an exterior ell corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 44°20'33" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 192.5857 acre TX ENERGY, LLC tract and also being the most Westerly corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°19'21" EAST, for the boundary between the tract herein described and the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2715.60 feet to a 2" iron pipe found for corner, said corner being in the North line of the McFaddin Canal No. 2 as recorded on Partition Map No. 1 of the McFaddin-Wiess- Kyle Land Co. as recorded in Volume 4, Page 198, Map Records, Jefferson County, Texas;

THENCE SOUTH 86°54'33" WEST, along and with the North line of the McFaddin Canal No. 2, for a distance of 399.19 feet to a 5/8" iron rod found for corner, said corner being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 3058.46 feet to a 5/8" iron rod found for corner, said corner being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE NORTH 45°26'32" EAST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 56.38 feet to a 5/8" iron found for corner;

THENCE NORTH 10°09'26" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 311.77 feet to a 5/8" iron rod found for corner;

THENCE NORTH 41°37'56" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 480.20 feet to a 5/8" iron rod found for corner;

THENCE NORTH 04°43'06" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 71.72 feet to the POINT OF BEGINNING and containing 23.5668 ACRES, more or less.

TRACT IV, Parcel A (Fee Simple)

BEING a 22.8591 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Jefferson County, Texas, the same being a portion of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camelia B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, E.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and also being all of that certain called 22.8199 acre tract of land, identified as Tract Four-A as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 22.8591 acre tract, identified as TRACT FOUR A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 22.8591 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8 " iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as

recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 89°56'43" WEST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, and for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 100.13 feet to a 5/8" iron rod found for the Southeast corner and POINT OF BEGINNING of the tract herein described;

THENCE NORTH 89°56'31" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 382.40 feet to a 1" iron pipe found for corner;

THENCE NORTH 89°52'32" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 496.09 feet to a 1" iron pipe found for corner, said corner also being an exterior ell corner of that certain called 318.35 acre tract of land as described in a "Corrected Sheriffs Deed" from G. Mitch Woods, Sheriff of Jefferson County, Texas, to LaMonica Ltd. as recorded in Clerk's File No. 2003038403, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 01°20'03" EAST, for the boundary between the tract herein described and the said 318.35 acre LaMonica Ltd. tract, for a distance of 995.53 feet to a 1" iron pipe found for corner, said corner being in the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 70°27'51" EAST, along and with the South line of the said Canal, for a distance of 198.41 feet to a 1" iron pipe found for corner;

THENCE NORTH 72°45'38" EAST, continuing along and with the South line of the said Canal, for a distance of 324.39 feet to a 5/8" iron rod found for corner;

THENCE NORTH 82°00'17" EAST, continuing along and with the South line of the said Canal, for a distance of 400.87 feet to a 5/8" iron rod set for corner, said corner being the intersection of the South line of the said Canal and the West line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 01°48'50" WEST, along and with the West line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1215.58 feet to the POINT OF BEGINNING and containing 22.8591 ACRES, more or less.

TRACT IV, Parcel B (Fee Simple)

BEING a 121.3652 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Pierre Lemane Survey, Abstract No. 163 and the W.P.H. McFaddin Survey, Abstract No. 689,

Jefferson County, Texas, and out of and part of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camelia B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, E.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and being out of and part of that certain called 123.9203 acre tract of land, identified as Tract Four B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being out of and part of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 121.3652 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M.W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 01°48'50" EAST, along and with the East line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1228.38 feet to a 5/8" iron rod found for corner, said corner being the intersection of the said 100 foot wide Texas Department of Transportation drainage ditch and the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 84°30'51" EAST, along and with the South line of the said Canal, for a distance of 5095.88 feet to a 1" iron pipe found for corner, said iron pipe being located the old bank of the Neches River;

THENCE SOUTH 25°57'41" EAST, along and with the old bank of the Neches River, for a distance of 1148.77 feet to a point for corner (unable to find or set corner), said corner being the Northeast corner of that certain called 0.7526 acre tract of land as described in a "Special Warranty Deed" from Chevron U.S.A. Inc. to TX ENERGY, LLC as recorded in Clerk's File No. 2009011357, Official Public Records of

Real Property, Jefferson County, Texas, the same being the Northeast corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°55'27" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 644.65 feet to a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" found for corner;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 201.22 feet to a point for corner, and said corner being the Northeast corner of the said 192.5857 acre TX ENERGY, LLC tract and in the common line between the W.P.H. McFaddin Survey and the said Phelam Humphry League;

THENCE NORTH 89°08'02" WEST, for the boundary between the tract herein described and the remainder of the said 192.5857 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said W. P.H. McFaddin Survey, the said Pierre Lemane Survey and the said Jeff and James Chaison Survey, for a distance of 4571.06 feet to a point for corner (unable to find or set corner), said corner being an exterior ell corner of the remainder of the said 192.5857 acre TX ENERGY, LLC tract and also an exterior ell corner of the said Phelam Humphry League and an interior ell corner of the said Jeff and James Chaison Survey;

THENCE SOUTH 00°37'20" WEST, for the boundary between the tract herein described and the said 192.5857 acre T tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey for a distance of 550.66 feet to the POINT OF BEGINNING and containing 121.3652 ACRES, more or less.

TRACT V, Parcel A (Fee Simple)

BEING a 3.1638 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being a portion of the 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas, and also being all of that certain called 3.1656 acre tract of land, identified as Tract Five A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 3.1638 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20 '08 " EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at a "T" rail found for the most Westerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County,

Texas, also being the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°28'30" EAST, along and with the Northwesterly line of the said Phelam Humphry League, for a distance of 672.47 feet to a 5/8" iron rod found for corner, said corner being in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 01°58'31" WEST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 161.21 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 23°40'34" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 448.39 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 04°30'21" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 218.62 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of the said 300 foot strip and also being an exterior ell corner of the said 5.8766 acre TX ENERGY, LLC tract;

THENCE NORTH 44°20'52" WEST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 5.8766 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to the POINT OF BEGINNING and containing 3.1638 ACRES, more or less.

TRACT V, Parcel B (Fee Simple)

BEING a 171.2645 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas and being all of that certain called 203.2524 acre tract of land, identified as Tract Five B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, save and except that certain called 10.6679 acre tract of land as described in a "Special Warranty Deed" from Palmera Properties, Inc. to Martin Gas Sales, Inc. as recorded in Clerk's File No. 98-9814112, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, save and except a portion of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas said 171.2645 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 00°37'20" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, for a distance of 550.66 feet to a point for corner (unable to find or set corner), said corner being an interior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°08'02" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, the Pierre Lemane Survey, Abstract No. 163 and the W. P.B.L McFaddin Survey, Abstract No. 689, Jefferson County, Texas, for a distance of 4571.06 feet to a point for corner, said corner being in the West line of the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1004.19 feet to a 5/8" iron rod with a cap stamped "M. W. Whiteley & Associates", said corner being in the North line of the remainder of that certain called 461.42 acre tract, identified as TRACT A, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°01'40" WEST, for the boundary between the tract herein described and the remainder of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract, passing at a distance of 1326.31 feet a found 3" aluminum pipe, passing at a distance of 1738.01 feet a 3" aluminum pipe and continuing for a total distance of 2202.70 feet to a 5/8" iron rod found for corner, said corner also being an exterior ell corner of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract and the Northwest corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°25'18" WEST, continuing for the boundary between the tract herein described and the Northwesterly line of the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas and said corner also being in the Northeasterly line of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 44°20'33" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of the said 23.5668 acre TX ENERGY, LLC tract and also

being in the Easterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 04°26'05" WEST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 313.59 feet to a 5/8" iron rod found for corner;

THENCE NORTH 23°40'23" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 442.57 feet to a 5/8" iron rod found for corner;

THENCE NORTH 01°56'02" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 285.61 feet to a 5/8" iron rod found for corner, said corner being in the Northwesterly line of the Phelam Humphry League;

THENCE NORTH 45°21'25" EAST, along and with the Northwesterly line of the Phelam Humphry League, for a distance of 566.11 feet to the POINT OF BEGINNING and containing 181.9324 acres, more or less save and except the above referenced 10.6679 acre Martin Gas Sales, Inc. thereby leaving a net acreage of 171.2645 acres, more or less.

TRACT VI, PARCEL A (Fee Simple)

BEING a 24.6091 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 461.42 acre tract of land, identified as tract A, as described in a "Special Warranty Deed" from BP Pipelines (North America) inc. to Oil Tanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from Oil Tanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas, said 24.6091 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No, 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Westerly corner of the tract herein described, said corner also being the most Southerly corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Northeast line of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°25'18" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being an interior ell corner of the said 192.5857 acre TX ENERGY, LLC tract and also being an exterior ell corner of the said 461.42 acre Oil Tanking Beaumont Partners, LP tract;

THENCE SOUTH 89°01'40" EAST, for the boundary between the tract herein described and the said

192.5857 acre TX ENERGY, LLC tract, for a distance of 394.38 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 784.53 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 49°57'07" EAST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 118.98 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 2235.32 feet to a 5/8" iron rod found for corner, said corner being in the Northeast line of said 23.5668 acre TX ENERGY, LLC tract;

THENCE NORTH 44°19'21" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 400.00 feet to the POINT OF BEGINNING and containing 24.6091 ACRES, more or less.

TRACT VI, Parcel B (Easement Estate)

BEING a 0.3818 acre pipeline right-of-way and easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, being out of and part of that certain called 2.440 acre tract of land, also identified as TRACT D, Save and Except that certain called 0.332 acres lying within the Kansas City Southern railroad 100' wide strip, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No, 20050069725 Official Public Records of Real Property of Jefferson County, Texas, and being out of and part of that certain called 6.4 acre tract of land, also identified as TRACT E, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2005006972, Official Public Records of Real Property, Jefferson County, Texas, said 0.3818 acre pipeline right-of-way and easement being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 20070474160 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 5/8" iron rod found for the most Southwesterly corner of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Northeast right-of-way line of Kansas City Southern Railroad (based on a width of 100 feet), and also said corner being an exterior ell corner of said OilTanking Beaumont Partners, L.P. Tract D;

THENCE NORTH 86°54'33" EAST, for the boundary between said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 85.00 feet to the most Westerly corner and the POINT OF BEGINNING of the tract therein described;

THENCE NORTH 86°54'33" EAST, continuing for the boundary between the said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 100.00 feet to a point for corner;

THENCE SOUTH 44°19'21" EAST, over and across the said OilTanking Beaumont Partners, L.P. TRACT D and TRACT E for a distance of 238.25 feet to a point for corner, said corner being in the most

Westerly North line of that certain called 46.796 acre tract of land, also identified as TRACT ONE, as described in a deed from E. I. DU PONT DE NEMOURS AND COMPANY to EASTMAN CHEMICAL COMPANY as recorded in Clerk's File No. 2007038287, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 81°14'31" WEST, for the boundary between the said OilTanking Beaumont Partners, L.P. TRACT E and the said Eastman Chemical Company 46.796 acre tract for a distance of 125.20 feet;

THENCE NORTH 44°19'21" WEST, over and across the said OilTanking Beaumont Partners, L.P. TRACT E and TRACT D for a distance of 204.06 feet to the POINT OF BEGINNING and containing 0.3818 ACRES, more or less.

TRACT VI, Parcel C (Easement Estate)

BEING a 1.2396 acre road easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 27.18 acre tract of land, identified as Tract B, as described in a "Special Warranty Deed" form BP Pipelines (North America) Inc. to Oil Tanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, said 1.2396 acre road easement being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 2" iron pipe found for the North corner of said OilTanking Beaumont Partners, L.P. tract, said corner being the most Easterly corner of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX Energy, LLC. as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Southwesterly right-of-way line of Kansas City Southern Railroad (bases on a width of 100 feet);

THENCE SOUTH 44°18'38" EAST, along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 429.22 feet to a point for the most Northerly corner and the POINT OF BEGINNING of the tract herein described;

THENCE SOUTH 44°18'38" EAST, continuing along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 50.00 feet to point for corner;

THENCE SOUTH 45°27'11" WEST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1071.13 feet to a point for corner, said corner being in the Northeasterly right-of-way line of State Highway 347;

THENCE NORTH 63°42'49" WEST, along and with the Northeasterly right-of-way line of the said State Highway 347 for a distance of 52.93 feet to a point for corner;

THENCE NORTH 45°27'11" EAST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1088.71 feet to the POINT OF BEGINNING and containing 1.2396 ACRES, more or less.

TRACT VII, Parcel A (Fee Simple)

BEING 46.8010 Acres of land described and being out of and a part of those certain tracts deed to E. I. du Font de Nemours and Company more fully described as 3.224 acres described as McFaddin Access Strip No. 1, 3.189 acres described as Weiss Access Strip, 124.708 acres recorded in Volume 845, Page 63, 23.70 acres recorded in Volume 1865, Page 58, 10.270 acres recorded in Volume 1865, Page 68, 23.70 acres described as Tract "A" recorded in Volume 1865, Page 120 and 10.270 acres recorded in Volume 1865, Page 128 of the Deed Records of Jefferson County, Texas. Said 46.796 acres of land also being a part of the DuPont-Beaumont Industrial Site No. 1 Subdivision recorded in Volume 15, Page 4 of the Map Records and part of the DuPont-Beaumont Works Industrial park Subdivision recorded in Clerk's File No. 2006048240 and being Lot 4 of the Replat of DuPont-Beaumont Industrial Site No. 1 in Clerk's File No. 2007037934 of the said Jefferson County and being situated in the Pelham Humphries League, Abstract No. 32, and the J. S. Johnston Survey, Abstract No. 34, Jefferson County, Texas.

TRACT VII, PARCEL B (Easement Estate) – Beaumont-Dupont:

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Font de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Font de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.

TRACT VIII (Fee Simple) - DELETED**TRACT IX (Fee Simple)**

BEING a 20.0281 acre or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd. as recorded in Clerk's File No. 97-9731390, Official Public Records of Real Property, Jefferson County, Texas, the same being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Suzanne R. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd. as recorded in Clerk's File No. 97-9731389, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas said 20.0281 acre tract being more particularly described as follows:

NOTE: All bearing are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L. P., as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST

BEGINNING at a 2" iron pipe found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of the remainder of that certain called 27.18 acre tract of land, identified as TRACT B, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L,P, as recorded in Clerk's File No. 2001014848, Official Public

Records of Real Property, Jefferson County, Texas and in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°02'52" WEST, for the boundary between the tract herein described and the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1188.10 feet to a small nail in concrete at the base of a fence post found for corner, said corner being the most Westerly corner of the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract and in the Northeasterly right-of-way line of State Highway No. 347;

THENCE NORTH 48°06'40" WEST, along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 248.11 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to the right having a radius of 3685.93 feet and being subtended by a chord bearing NORTH 44°16'27" WEST having a chord length of 477.60 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 477.94 feet to a 1/2" iron rod found for corner, said corner being the most Southerly corner of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°05'45" EAST, for the boundary between the tract herein described and the said 21.1268 acre TX ENERGY, LLC tract for a distance of 1203.93 feet to a 5/8" iron rod found for corner, said corner being the most Easterly corner of the said 21.1268 acre TX ENERGY, LLC tract and in the Westerly right-of-way line of the Kansas City Southern Railroad;

THENCE SOUTH 44°20'18" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 723.78 feet to the POINT OF BEGINNING and containing 20.0281 ACRES, more or less.

TRACT X Parcel A (Fee Simple)

Lot One (1) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 12.8175 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to E. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 12.8175 acre tract being sometimes also known as Lot No. 1 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel B (Fee Simple)

Lot Two (2) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 13.5247 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to E. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 13.5237 acre tract being sometimes also known as Lot No. 2 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel C (Easement Estate)

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Pont de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Pont de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.



**AN ORDER SETTING THE TERMS OF THE COMMISSIONERS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**

WHEREAS, Sec. 775.034(c) of the Texas Health and Safety Code requires that the Commissioners' Court set the initial terms of the Commissioners of the Jefferson County Emergency Services District No. 4 for the years of 2014 and thereafter; and

WHEREAS, two Commissioners of the Jefferson County Emergency Services District No. 4 are to serve initial terms of one year and three of the Commissioners are to serve initial terms of two years; and

IT IS THEREFORE ORDERED that the Commissioners of Jefferson County Services District No. 4 will serve the initial terms of:

Place 1 – Jeff Roebuck, President: __ year term
 Place 2 – Charlie Reneau, Vice President: __ year term
 Place 3 – Sandra Duhon, Secretary: __ year term
 Place 4 – Sandra Melton, Treasurer: __ year term
 Place 5 – Charlie Cox, Assistant Treasurer: __ year term

IT IS FURTHER ORDERED that the terms of the two Commissioners designated to serve for one year terms will expire on January 1, 2015 and the terms of the three Commissioners designated to serve for 2 year terms will expire on January 1, 2016

SIGNED this ____ day of _____, 2013.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE ALFRED
Precinct No. 4

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Det. #1

December 02, 2013

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for the Jefferson County Commissioners' Court meeting scheduled for December 09, 2013.

Consider and possibly approve exempting the following groups from paying for security during their scheduled events for the year 2014, Dispute Resolution Center, Jefferson County Bar Association, Jefferson County Democratic Party, Jefferson County Republican Party, Jefferson County Libertarian Party, Jefferson County Green Party, Election School, Jefferson County Clerk's office for meetings and training related to Elections, Jefferson County Coalition for Victims of Crime, Family Services, and Jefferson County Deputy Constable Association. The security expense will be paid via budgeted funds.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold
County Commissioner, Pct. #1

*Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704*



*Office (409) 833-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us*

*Eddie Arnold
Jefferson County
Commissioner Pct. #1*

December 02, 2013

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for December 09, 2013.

Consider and possible approve, execute, receive and file the reappointment of Brandon Rose and Terence Simon to the Jefferson County Emergency Services District #3 Board of Commissioners for a 2 year term effective January 01, 2015.

Thank you,

A handwritten signature in cursive script that reads "Eddie Arnold".

Eddie Arnold
County Commissioner, Pct. #1



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

December 3, 2013

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of November 30, 2013, including interest earnings.

The weighted average yield to maturity on the County's investments is .729%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on November 30, 2013 was .06% and the interest on your checking accounts for the month of November was .190%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda December 9, 2013, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for November, 2013,
 including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END NOVEMBER 30, 2013 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.
POOLED CASH ACCOUNT	01-Nov-13	\$7,653.90	\$7,653.90	100	0.150%	30-Nov-13	NONE	30	7580310386	WELLS FARGO	\$7,653.90			\$7,653.90
CDs and Securities														
FNMA .52%	24-Dec-12	\$2,000,000.00	\$2,000,000.00	100	0.520%	24-Dec-15	24-Dec-13	754	3135GOSL8	COASTAL SECURITIES	\$2,000,400.00	\$4,535.56	\$5,200.00	\$2,004,935.56
FNMA .60%	04-Mar-13	\$2,000,000.00	\$2,000,000.00	100	0.600%	04-Mar-16	04-Sep-13	825	3135GQUQ4	MORGAN STANLEY	\$2,000,000.00	\$2,900.00	\$6,000.00	\$2,007,900.00
FNMA .45%	30-Oct-12	\$1,000,000.00	\$1,000,000.00	100	0.450%	30-Oct-15	30-Apr-13	699	3135GQGR7	MORGAN STANLEY	\$1,000,400.00	\$386.11	\$4,800.00	\$1,005,786.11
FNMA .50%	26-Aug-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	26-Aug-16	28-Jan-15	789	3134G34B3	COASTAL SECURITIES	\$2,000,800.00	\$3,418.67	\$5,000.00	\$2,004,218.67
FNMA .90%	20-Jun-13	\$2,000,000.00	\$2,000,000.00	100	0.900%	26-Aug-16	26-Feb-14	1000	3136G1T14	COASTAL SECURITIES	\$2,002,800.00	\$4,750.00	\$0.00	\$2,007,550.00
FNMA .80%	08-Jul-13	\$2,000,000.00	\$2,000,000.00	100	0.500%	20-Jun-16	20-Dec-13	933	313333ED9	COASTAL SECURITIES	\$1,998,800.00	\$4,472.22	\$0.00	\$2,003,272.22
FNMA .82%	15-Jul-13	\$1,000,000.00	\$1,000,000.00	100	0.820%	08-Jul-16	08-Jan-14	961	3136G1PN3	WELLS SECURITIES	\$1,000,800.00	\$100.08	\$0.00	\$1,000,857.22
FNMA .85%	22-Jul-13	\$2,000,000.00	\$2,000,000.00	100	0.850%	16-Jul-16	15-Jan-14	958	3134G4BQ0	WELLS SECURITIES	\$2,001,800.00	\$8,422.22	\$0.00	\$2,008,022.22
FNMA 1.0%	18-Sep-13	\$2,000,000.00	\$2,000,000.00	100	1.000%	22-Jul-16	22-Jul-14	965	3134G4BY3	COASTAL SECURITIES	\$2,007,800.00	\$7,166.67	\$0.00	\$2,014,966.67
FNMA 1.06%	29-Aug-12	\$2,480,000.00	\$2,480,000.00	100	1.050%	18-Sep-16	19-Mar-14	1024	3136G1UF4	COASTAL SECURITIES	\$2,003,000.00	\$4,200.00	\$0.00	\$2,007,200.00
ICD-Sovereign Bk. 7.5%*		\$248,000.00	\$248,000.00	100	0.750%	29-Aug-14	None	272	84603M2L9	WELLS SECURITIES	\$248,000.00	\$479.01	\$1,985.09	\$248,479.01
* (Investment CDs)														
INVESTMENT ACCT		\$7,653.90	\$7,653.90											
CDs and Securities		\$18,294,200.00	\$18,248,000.00		0.729%	0.385%		888	DAYS					\$18,313,349.56
TOTALS ALL ACCTS:		\$18,294,200.00	\$18,255,653.90											
PLEDGE COLLATERAL REPORT WELLS FARGO														
ALL COUNTY FUNDS AS OF NOVEMBER 30, 2013														
COMPLIANCE STATEMENT														
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act. The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.														
<i>Tom Finckel</i> Tom Finckel, Jefferson County Investment Officer														

NOVEMBER 2013 JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	CALLLED
POOLED CASH ACCOUNT												
INVESTMENT ACCT	01-Nov-13	\$7,653.90	\$7,653.90		0.150%	30-Nov-13	28-Aug-13	30	7580310386	WELLS FARGO	\$0.85	CALLLED
F.L.B. 55%	26-Feb-13	\$2,000,000.00	\$2,000,000.00	100	0.550%	26-Feb-16		1095	3133824G3	COASTAL SECURITIES	\$2,750.00	
CHECKING INTEREST												
POOLED CASH ACCT					0.130%					WELLS FARGO	\$8,109.70	
OTHER COUNTY ACCTS					0.190%					WELLS FARGO	\$845.34	
TAX LICENSE ACCT					0.210%					WELLS FARGO	\$83.19	
TOTAL		\$2,007,653.90	\$2,007,653.90								\$11,889.03	\$11,889.03

FISCAL YEAR 2013-2014			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.04%	\$17,637.25	0.210%
NOVEMBER	0.06%	\$11,889.08	0.190%
DECEMBER			
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 29,526.33	

**J.D. MURPHREE WILDLIFE MANAGEMENT AREA MEMORANDUM OF
AGREEMENT BETWEEN JEFFERSON COUNTY AND TEXAS PARKS AND
WILDLIFE DEPARTMENT**

This Memorandum of Agreement (MOA) is made and entered into by Jefferson County and Texas Parks and Wildlife Department (TPWD) on this 20th day of November, 2013 for the purpose of granting access rights to the J.D. Murphree Wildlife Management Area, to conduct mitigation actions on TPWD-owned property, as described herein, and to authorize implementation of the mitigation project as described in the attached U.S. Army Corps of Engineers permit #SWG-2005-01838 (formerly 23995), Compensatory Mitigation Plan.

Recitals

WHEREAS, TPWD owns a tract of real property located in Jefferson County, Texas, referred to as the J.D. Murphree Wildlife Management Area, hereafter referred to as the "WMA" and generally depicted in the attached U.S. Army Corps of Engineers permit #SWG-2005-01838, Mitigation Plan and Monitoring Conditions, hereafter referred to as "Corps Permit;"

WHEREAS, the Corps Permit requires Jefferson County to implement a mitigation project on the WMA in Jefferson County, Texas;

WHEREAS, this mitigation project is more fully described herein and in the attached Corps Permit;

WHEREAS, TPWD has acknowledged the value and benefit of the mitigation project to the WMA, and has indicated a desire that the mitigation project be implemented on the WMA;

WHEREAS, to implement the mitigation project, Jefferson County must receive authorization from TPWD to access the WMA for the purpose of performing the work required by the Corps Permit;

Agreements

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained and subject to the terms and conditions set forth below, TPWD and Jefferson County do hereby agree and contract as follows:

1. TPWD and Jefferson County hereby acknowledge and agree that the recitals set forth above are true and accurate.
2. TPWD has the authority to grant Jefferson County, its employees, contractors, subcontractors, agents, and representatives access to the WMA for the purpose of preparing for and implementing the mitigation project on the WMA including any necessary maintenance and/or monitoring activities.
3. Subject to the terms contained in Paragraph 4 below, TPWD shall provide access to the WMA to Jefferson County, its employees, contractors, subcontractors, agents, and representatives, as necessary for the sole purpose of preparing for, implementing and

supervising construction of the mitigation project on the WMA described in Exhibits A and B, including necessary maintenance and/or monitoring activities associated with the mitigation project. Said access shall include, but not be limited to, the right of Jefferson County, its employees, contractors, subcontractors, agents, and representatives to bring equipment, supplies, materials or other items necessary to the mitigation project onto or across the WMA and to use such items on the WMA for the sole purpose of preparing for, implementing, maintaining and/or monitoring the mitigation project.

4. Prior to entering onto the WMA and prior to undertaking any activities on the WMA that are necessary to prepare for, implement, maintain and/or monitor the mitigation project, Jefferson County shall coordinate with and obtain permission for access and commencement of such activities from Mr. James Sutherlin, TPWD's Area Manager ("Area Manager") or his successor or designee. Failure to adhere to any of the provisions of this Agreement by Jefferson County or Jefferson County employees, contractors, subcontractors, agents, or representatives shall render this Agreement subject to cancellation. Specifically,
 - i. Jefferson County shall notify the Area Manager at least 48 hours in advance of its intent to enter onto the WMA to prepare for or commence implementation, maintenance and/or monitoring of the mitigation project and shall again notify the Area Manager when it commences each major task or phase of the mitigation project. The notice shall describe the location and the general nature of the activities Jefferson County intends to undertake on the WMA. In no instance shall Jefferson County, its employees, contractors, subcontractors, agents, or representatives enter onto the WMA or begin activities prior to receiving approval from the Area Manager. At all times while on the WMA, Jefferson County, its employees, contractors, subcontractors, agents, and representatives shall comply with the instructions of the Area Manager, including an instruction to stop work. However, the Area Manager shall not unreasonably withhold or delay approval to enter onto the WMA or to perform activities required by the Corps Permit, nor shall the Area Manager unreasonably request a work stoppage. The notice required by this section may be given via telephone (409.736.2551 x22) or facsimile (409.736.0382). Jefferson County shall not be required to provide said 48-hour notice for each day Jefferson County anticipates accessing or conducting activities on the WMA. Rather, Jefferson County may provide a single notification that anticipates conducting specific component tasks on the WMA over a given specified time period (e.g., several days, a week, two weeks, etc.) and said single notification for each major task or phase of the mitigation project shall be deemed sufficient notification for that task for that given period of time.
 - ii. All work shall be conducted during hours and days as designated by the Area Manager; however the Area Manager shall not impose unreasonable hour and day restrictions or requirements. Specifically, it is contemplated by TPWD and Jefferson County that work may be conducted Monday through Sunday during daylight hours.
 - iii. Entrance to and travel within the WMA shall be over established routes or as authorized by the Area Manager. Additional service roads shall not be constructed unless authorized by the Area Manager.

- iv. Existing gates shall be used and shall remain closed and secured, unless otherwise authorized by the Area Manager. Where access to the WMA is through a locked gate, Jefferson County may use its own lock and shall provide gate security at its own expense. Only authorized Jefferson County employees, contractors, subcontractors, agents or representatives shall be allowed access to the WMA. All Jefferson County vehicular and personnel activities on the WMA shall be directly related to the preparation for, implementation, maintenance and/or monitoring of the mitigation project.
5. In order to ensure the success of the mitigation project during the period of implementation and for as long thereafter as deemed necessary by the Area Manager, TPWD shall make reasonable efforts to restrict or eliminate access by third parties (i.e., persons not affiliated with TPWD or Jefferson County, its contractors, subcontractors, agents and representatives) to the areas on the WMA where the mitigation project is being prepared for, implemented, maintained, and/or monitored. Specifically, TPWD shall, if deemed necessary, close public access to these specific areas of the WMA where the mitigation project is being conducted by appropriate notice and signage. Additional efforts may be undertaken by Jefferson County upon mutual agreement between TPWD and Jefferson County.
6. Jefferson County agrees to notify and obtain access from any and all holders of rights-of-way or easements on the WMA as may be necessary for the purpose of preparing for, implementing, maintaining, and/or monitoring and any other activities associated with the mitigation project. TPWD agrees to provide reasonable assistance to Jefferson County, if necessary, in securing such access.
7. Hunting, fishing, trapping and the carrying of firearms on the WMA by Jefferson County employees, contractors, subcontractors, agents or representatives is strictly prohibited at all times. Jefferson County will include this restriction in its site safety plan.
8. This Agreement does not grant any right or approval other than the right of access and use of the WMA as necessary to prepare for, implement, maintain and/or monitor the mitigation project on the WMA. Jefferson County must comply with all federal, state, and local laws and must secure all applicable permits and regulatory approvals as well as all property use approvals before initiating any mitigation project on the WMA.
9. For the duration of the effective period of this Agreement, Jefferson County's contractors and/or subcontractors shall maintain insurance coverage sufficient to protect TPWD against any and all claims that may arise out of or result from their presence on the WMA or from their preparation for, implementation, maintenance and/or monitoring of the mitigation project and shall maintain Workers Compensation Insurance that complies with Texas statutory requirements. Said contractors or subcontractors shall name TPWD as an additional insured party on the described required insurance coverage. Jefferson County shall furnish proof of such insurance to TPWD prior to allowing their contractors or subcontractors to enter onto the WMA for the first time after the effective date of this Agreement and annually thereafter.
10. Nothing in this Agreement is intended or should be construed as releasing Jefferson County of any legal claim for damages to the WMA that TPWD may be able to assert as a result of acts on the part of Jefferson County employees, contractors, subcontractors, agents or representatives and no express or implied waiver of any claim is intended.

- a. Upon permanent cessation, for whatever reason, by Jefferson County of activities governed by this Agreement, Jefferson County shall remove from the WMA all equipment, material, supplies, trash or debris placed, stored, or used on the WMA and shall ensure that the WMA is otherwise left in a condition satisfactory to the Area Manager.

11. Warranties: For the mitigation project implemented on the WMA, Jefferson County shall ensure that its contractor(s) guarantees all work against defects in materials, equipment, or workmanship for a period of one (1) year from completion of the mitigation project on the WMA in accordance with the requirements of the Corps Permit. Specifically, Jefferson County shall require its contractor(s) to repair all defects in materials, equipment or workmanship appearing within one (1) year from completion of the mitigation project on the WMA in accordance with the requirements of the Corps Permit. Upon receipt of written notice from TPWD of the discovery of any defects, Jefferson County shall require its contractor(s) to promptly and at no additional cost to TPWD, remedy the defects and replace any property damaged there-from. In case of emergency where delay would cause serious risk of loss or damage to TPWD or if Jefferson County after notice, fails to require its contractor(s) to proceed promptly and remedy any such defects within thirty (30) days or within another period of time which has been agreed to in writing, in compliance with the terms of this warranty and guarantee, TPWD may have the defects corrected and Jefferson County shall be liable for all expenses incurred.

12. This Agreement shall be governed by and construed under the laws of the State of Texas.
13. This Agreement shall terminate upon Jefferson County's completion of the mitigation project as completion is defined in the Corps Permit and its attachments or sooner if terminated in writing by both Parties.
14. This Agreement, along with all Exhibits previously referenced and incorporated herein, constitutes the entire agreement between TPWD and Jefferson County relating to access to and use of the WMA. This Agreement may not be changed, amended or modified except by instrument in writing signed by all the parties hereto.
15. The effective date of this Agreement shall be the date upon which the last of TPWD and Jefferson County sign this Agreement.
16. Addresses of the parties for the purposes of this agreement are as follows and may be changed by written notice to the other parties. Any communications sent shall be effective upon deposit in the U.S. Mail, postage prepaid, addressed as follows or upon hand or courier delivery to the following addresses.

Texas Parks and Wildlife Dept.
10 Parks and Wildlife Drive
Port Arthur, TX 77642

The Honorable Jeff Branick,
Jefferson County Judge
1149 Pearl Street
Beaumont, Texas 77701

Texas Parks and Wildlife Dept.
WMA Coordinator
4200 Smith School Road
Austin, Texas 78744

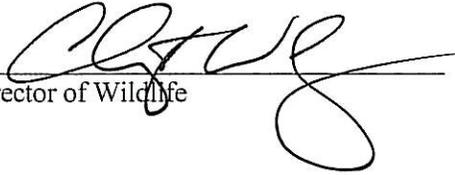
List of Exhibits:

Exhibit A – Description of Mitigation Site

Exhibit B – U.S. Army Corps. of Engineers Permit #SWG-2005-01838 , including Mitigation Plan and Monitoring Conditions

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, in accordance with their duly respective laws.

TEXAS PARKS & WILDLIFE DEPARTMENT


Director of Wildlife

Date: 11/20/2013

STATE OF TEXAS §

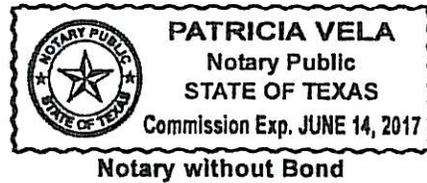
COUNTY OF Travis §

This instrument was acknowledged before me on Nov. 20, 2013 by Clayton Wolf, of Tx Parks & Wildlife on behalf of said company.

Notary Public in and for the State of TEXAS.

Print Name: Patricia Vela

My commission expires: 6/14/17



JEFFERSON COUNTY

[Signature]
Signature

Date: 11-12-2013

JEFF R. BRANICK
Name (Print)

Date: 11-12-2013

County Judge
Title

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on November 12,, 2013 by JEFF R. BRANICK
County Judge, of JEFFERSON County on behalf of said company.

[Signature]
Notary Public in and for the State of TEXAS.

Print Name: Loma C George

My commission expires: Feb. 7, 2015

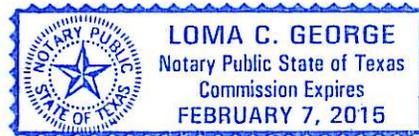


Exhibit A
Mitigation Site and Mitigation Project Plan

1. The mitigation project site is described as follows: Mitigation Site: Salt Bayou Unit of the J.D. Murphree Wildlife Management Area (“WMA”), Jefferson County, TX

Specific Location: See Exhibit B, U.S. Army Corps of Engineers permit #SWG-2005-01838 (formerly 23995), Compensatory Mitigation Plan.

Mitigation to be Performed: To deposit beneficial dredge spoil into 4.96 acres of estuarine emergent marsh wetland and to plant areas of restored marsh with selected plant species. To protect shoreline from erosion with installation of a bulkhead.

2. A copy of this signed MOA will be submitted to the Corps Galveston District, 404 Compliance Section.
3. Project to be monitored as directed in attached Exhibit B, U.S. Army Corps of Engineers permit #SWG-2005-01838 (formerly 23995), Compensatory Mitigation Plan.
4. JEFFERSON COUNTY HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE MITIGATION SITE AND ACCEPTS THE SAME “AS IS”, IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. TPWD DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. TPWD DOES NOT WARRANT THAT THE MITIGATION SITE IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. JEFFERSON COUNTY ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF TPWD, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF TPWD, WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING ON JEFFERSON COUNTY’S OWN EXAMINATION OF THE PROPERTY. NOTICE IS HEREBY GIVEN TO JEFFERSON COUNTY THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND JEFFERSON COUNTY IS ADVISED TO EXAMINE ALL LAND TITLE RECORDS OF THE COUNTY IN WHICH THE MITIGATION SITE IS LOCATED.

EXHIBIT B

DEPARTMENT OF THE ARMY PERMIT

Regular, December 09, 2013

There being no further business to come before the Court at this time,
same is now here adjourned on this date, December 09, 2013