

**SPECIAL, 12/16/2013 1:30:00 PM**

BE IT REMEMBERED that on December 16, 2013, there was begun and holden a SPECIAL 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

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

*Notice of Meeting and Agenda and Minutes*  
*December 16, 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 16, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **16th** 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 **Special** 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:

WORKSHOP: 11:00 a.m. To hear presentation relating to dredging on the Sabine Neches Waterway and adjacent to the channel and to consider proposals relating to potential cost savings for dredging activities.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two**

## **PURCHASING:**

1. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 18 - 20**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **COUNTY AIRPORT:**

2. Consider, possibly approve and authorize the County Judge to execute a Ground Lease Option with Accelerated Development Operating Company, LLC for property located at the Jack Brooks Regional Airport.

**County Judge made a few changes to proposed Ground Lease Option.**

**SEE ATTACHMENTS ON PAGES 21 - 61**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

3. Consider and approve FY 2013 budget amendment - Transfers Out - Capital Projects items. See attached schedule.

**SEE ATTACHMENTS ON PAGES 62 - 72**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

4. Regular County Bills - check #388267 through check #388569.

**SEE ATTACHMENTS ON PAGES 73 - 82**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

## **COUNTY CLERK:**

5. Consider and possibly approve the Notice of Early Voting locations and hours for the March 4, 2014, Joint Primary Election.

**SEE ATTACHMENTS ON PAGES 83 - 83**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

6. Receive and file the 2014 Jefferson County Tax Uniform 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 84 - 97**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

7. Consider and possibly approve and authorize the County to execute a tax abatement agreement between Jefferson County and BASF Corporation.

**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 16, 2013*

8. Consider, possibly approve and receive and file an Order merging the Pandora Methanol LLC Reinvestment Zone and the OCI-Firewater Reinvestment Zones to form the OCI Reinvestment Zone pursuant to Sec. 312.401, Texas Tax Code. (Property Redevelopment and Tax Abatement Act)

**SEE ATTACHMENTS ON PAGES 98 - 127**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

9. Receive and file executed Contract No.711281, between Jefferson County, Texas and the Texas Department of Agriculture (TDA) (TxCDBG) Amendment No.1.(Cheek Project)

**SEE ATTACHMENTS ON PAGES 128 - 132**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

10. Consider and possible approve, execute, receive and file the reappointment of Levon Jones, Larry Landry and Susan Haver to the Jefferson County Emergency Services District #1 Board of Commissioners effective January 01, 2014 through December 31, 2015.

**SEE ATTACHMENTS ON PAGES 133 - 133**

**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 16, 2013*

11. Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Thirteenth Supplemental Trust Indenture and Security Agreement and Relating to the Remarketing on December 19, 2013 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010 and related matters.

**SEE ATTACHMENTS ON PAGES 134 - 139**

**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 the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Thirteenth Supplemental Trust Indenture and Security Agreement and Relating to the Remarketing on December 30, 2014 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010 and related matters.

**SEE ATTACHMENTS ON PAGES 140 - 145**

**Action: TABLED**

## **ADDENDUMS**

13. Receive and file Jefferson County Precinct Annual Road Reports as required by Sec. 251.018, Texas Transportation Code and file a copy with the Grand Jury as required by Section 251.005, Texas Transportation Code.

**SEE ATTACHMENTS ON PAGES 146 - 149**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**DISTRICT CLERK:**

14. Consider and possibly approve a Proclamation for Celia B. Dominguez for 27 years of dedicated service to the District Clerks Office and to the citizens of Jefferson County and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 150 - 150**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

15. Consider and approve a Resolution for Charles "Charlie" Lee Melancon for 20 years of dedicated service as a Peace Officer in the Patrol Unit for the Jefferson County Sheriff's Office and wishes him well in his future endeavors.

**SEE ATTACHMENTS ON PAGES 151 - 151**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

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**Jeff R. Branick  
County Judge**

Budget Amendment  
Transfer to Capital Project Fund 311  
Fiscal Year 2012-2013

Account Number				Account Description	Increase	Decrease
120 0000	491	80	6	TRANSFERS OUT - CAPITAL PROJECTS	\$ 5,000,000	
110 2027	412	30	78	OFFICE SUPPLIES		\$ 8,826
110 2027	412	30	84	MINOR EQUIPMENT		3,000
110 2027	412	50	7	MEALS		2,589
110 2027	412	50	8	COURT REPORTER RELIEF		4,500
110 2027	412	50	20	GRAND JURORS		7,642
110 2027	412	50	55	PETIT JURORS		21,197
111 102	431	10	5	EXTRA HELP		12,145
111 102	431	10	28	LABORERS		38,799
111 102	431	20	1	F.I.C.A. EXPENSE		4,678
111 102	431	20	2	EMPLOYEES' RETIREMENT		8,123
111 102	431	20	3	EMPLOYEES' INSURANCE		14,464
111 102	431	30	1	ASPHALT		9,248
111 102	431	30	79	CRUSHED STONE		8,944
111 102	431	30	80	COVER STONE		3,364
111 105	431	30	34	DIESEL FUEL		6,958
111 105	431	40	9	BUILDINGS AND GROUNDS		2,389
111 105	431	40	18	ROAD MACHINERY		3,497
111 105	431	40	56	ELECTRICITY		2,548
112 202	431	10	5	EXTRA HELP		14,450
112 202	431	10	28	LABORERS		4,514
112 202	431	10	98	OVERTIME ALLOWANCE		3,945
112 202	431	20	1	F.I.C.A. EXPENSE		5,220
112 202	431	20	2	EMPLOYEES' RETIREMENT		5,961
112 202	431	20	3	EMPLOYEES' INSURANCE		3,983
112 205	431	30	34	DIESEL FUEL		5,279
112 205	431	30	37	GASOLINE		3,813
112 205	431	40	9	BUILDINGS AND GROUNDS		2,261
112 205	431	40	56	ELECTRICITY		2,445
113 301	431	10	98	OVERTIME ALLOWANCE		4,121
113 302	431	10	5	EXTRA HELP		5,289
113 302	431	10	28	LABORERS		54,395
113 302	431	20	1	F.I.C.A. EXPENSE		6,734
113 302	431	20	2	EMPLOYEES' RETIREMENT		9,672
113 302	431	20	3	EMPLOYEES' INSURANCE		19,987
113 302	431	30	15	CEMENT, CONCRETE, ETC.		2,500
113 302	431	30	74	SAND/DIRT		2,352
113 302	431	30	79	CRUSHED STONE		35,800
113 302	431	50	53	RENT-EQUIPMENT		5,971
113 305	431	30	34	DIESEL FUEL		2,532
113 305	431	30	84	MINOR EQUIPMENT		7,778
113 305	431	40	8	AUTOMOBILES AND TRUCKS		5,288

Budget Amendment  
 Transfer to Capital Project Fund 311  
 Fiscal Year 2012-2013

Account Number					Account Description	Increase	Decrease
113	305	431	40	11	EQUIPMENT- MISCELLANEOUS		2,625
113	305	431	40	18	ROAD MACHINERY		8,543
113	305	431	40	56	ELECTRICITY		2,233
113	306	431	30	15	CEMENT, CONCRETE, ETC.		4,904
113	306	431	30	99	MISCELLANEOUS SUPPLIES		2,955
113	307	431	20	5	UNEMPLOYMENT COMPENSATION		2,882
113	307	431	50	62	TRAVEL EXPENSE		3,184
114	401	431	10	2	ASSISTANTS & CLERKS		9,241
114	401	431	10	9	FOREMAN		31,533
114	401	431	20	1	F.I.C.A. EXPENSE		4,234
114	401	431	20	2	EMPLOYEES' RETIREMENT		6,463
114	401	431	20	3	EMPLOYEES' INSURANCE		6,059
114	402	431	10	5	EXTRA HELP		10,359
114	402	431	10	28	LABORERS		72,228
114	402	431	20	1	F.I.C.A. EXPENSE		8,159
114	402	431	20	2	EMPLOYEES' RETIREMENT		7,123
114	402	431	20	3	EMPLOYEES' INSURANCE		3,476
114	402	431	50	77	CONTRACTUAL SERVICE		2,749
114	407	431	50	99	MISCELLANEOUS		3,235
114	409	431	60	11	ROAD MACHINERY		13,364
115	501	431	10	1	DEPARTMENT HEAD		4,623
115	501	431	10	2	ASSISTANTS & CLERKS		17,198
115	501	431	20	1	F.I.C.A. EXPENSE		3,099
115	501	431	20	2	EMPLOYEES' RETIREMENT		3,382
115	501	431	20	3	EMPLOYEES' INSURANCE		16,719
115	501	431	50	77	CONTRACTUAL SERVICE		5,990
116	604	452	50	99	MISCELLANEOUS		4,756
116	606	452	40	9	BUILDINGS AND GROUNDS		6,392
116	606	452	40	56	ELECTRICITY		7,967
116	606	452	40	57	WATER AND SEWER		3,338
116	606	452	50	77	CONTRACTUAL SERVICE		9,100
116	611	452	30	1	ASPHALT		2,900
120	1011	415	10	2	ASSISTANTS & CLERKS		52,706
120	1011	415	10	94	LONGEVITY PAY		7,508
120	1011	415	20	1	F.I.C.A. EXPENSE		13,305
120	1011	415	20	2	EMPLOYEES' RETIREMENT		8,191
120	1011	415	20	3	EMPLOYEES' INSURANCE		26,604
120	1011	415	30	78	OFFICE SUPPLIES		3,812
120	1011	415	30	84	MINOR EQUIPMENT		2,575
120	1011	415	40	52	POSTAGE		16,184
120	1011	415	50	1	ADVERTISING		6,773
120	1011	415	50	77	CONTRACTUAL SERVICE		10,519

Budget Amendment  
Transfer to Capital Project Fund 311  
Fiscal Year 2012-2013

Account Number				Account Description	Increase	Decrease
120	1011	415	60	2 COMPUTER EQUIPMENT		3,682
120	1012	415	10	2 ASSISTANTS & CLERKS		18,509
120	1012	415	20	1 F.I.C.A. EXPENSE		2,830
120	1012	415	20	2 EMPLOYEES' RETIREMENT		3,601
120	1012	415	20	3 EMPLOYEES' INSURANCE		3,018
120	1012	415	50	77 CONTRACTUAL SERVICE		4,016
120	1013	415	10	2 ASSISTANTS & CLERKS		18,697
120	1013	415	10	5 EXTRA HELP		3,960
120	1013	415	50	62 TRAVEL EXPENSE		3,133
120	1013	415	50	77 CONTRACTUAL SERVICE		3,987
120	1014	414	10	2 ASSISTANTS & CLERKS		8,752
120	1014	414	10	5 EXTRA HELP		3,528
120	1014	414	10	94 LONGEVITY PAY		2,574
120	1014	414	20	1 F.I.C.A. EXPENSE		4,814
120	1014	414	20	3 EMPLOYEES' INSURANCE		9,578
120	1015	413	10	2 ASSISTANTS & CLERKS		5,102
120	1015	413	10	98 OVERTIME ALLOWANCE		3,731
120	1015	413	50	29 ATTORNEY		36,946
120	1015	413	50	77 CONTRACTUAL SERVICE		13,723
120	1017	415	10	1 DEPARTMENT HEAD		2,358
120	1017	415	10	2 ASSISTANTS & CLERKS		2,377
120	1017	415	40	52 POSTAGE		4,607
120	1017	415	50	62 TRAVEL EXPENSE		2,949
120	1018	419	30	78 OFFICE SUPPLIES		2,811
120	1018	419	50	77 CONTRACTUAL SERVICE		13,078
120	1022	415	10	2 ASSISTANTS & CLERKS		20,516
120	1022	415	20	1 F.I.C.A. EXPENSE		3,073
120	1022	415	20	2 EMPLOYEES' RETIREMENT		3,085
120	1022	415	50	1 ADVERTISING		6,617
120	1024	419	10	99 TERMINATION ALLOWANCE		10,396
120	1024	419	20	1 F.I.C.A. EXPENSE		9,069
120	1024	419	20	2 EMPLOYEES' RETIREMENT		5,309
120	1024	419	20	3 EMPLOYEES' INSURANCE		10,114
120	1024	419	20	5 UNEMPLOYMENT COMPENSATION		6,017
120	1025	415	10	2 ASSISTANTS & CLERKS		24,324
120	1025	415	20	1 F.I.C.A. EXPENSE		4,564
120	1025	415	20	2 EMPLOYEES' RETIREMENT		3,352
120	1025	415	30	78 OFFICE SUPPLIES		4,555
120	1025	415	60	2 COMPUTER EQUIPMENT		4,708
120	1031	415	10	2 ASSISTANTS & CLERKS		53,498
120	1031	415	10	5 EXTRA HELP		2,640
120	1031	415	20	1 F.I.C.A. EXPENSE		4,537

Budget Amendment  
Transfer to Capital Project Fund 311  
Fiscal Year 2012-2013

Account Number				Account Description	Increase	Decrease
120	1031	415	20	2 EMPLOYEES' RETIREMENT		8,492
120	1031	415	20	3 EMPLOYEES' INSURANCE		4,869
120	1031	415	30	78 OFFICE SUPPLIES		3,712
120	1034	414	10	2 ASSISTANTS & CLERKS		22,376
120	1034	414	10	5 EXTRA HELP		3,858
120	1034	414	10	98 OVERTIME ALLOWANCE		2,341
120	1034	414	20	1 F.I.C.A. EXPENSE		5,042
120	1034	414	20	2 EMPLOYEES' RETIREMENT		9,347
120	1034	414	20	3 EMPLOYEES' INSURANCE		5,108
120	1034	414	30	26 ELECTION SUPPLIES		3,238
120	1034	414	40	52 POSTAGE		2,313
120	1034	414	50	77 CONTRACTUAL SERVICE		9,509
120	2030	412	10	2 ASSISTANTS & CLERKS		41,671
120	2030	412	10	5 EXTRA HELP		29,675
120	2030	412	10	18 GRAND JURY BAILIFF		7,834
120	2030	412	10	24 ATTORNEY		15,147
120	2030	412	10	26 INVESTIGATOR		13,157
120	2030	412	10	94 LONGEVITY PAY		7,047
120	2030	412	10	98 OVERTIME ALLOWANCE		3,011
120	2030	412	20	1 F.I.C.A. EXPENSE		12,819
120	2030	412	20	3 EMPLOYEES' INSURANCE		57,442
120	2030	412	40	52 POSTAGE		3,209
120	2031	414	10	2 ASSISTANTS & CLERKS		65,831
120	2031	414	10	5 EXTRA HELP		14,338
120	2031	414	10	94 LONGEVITY PAY		2,545
120	2031	414	20	1 F.I.C.A. EXPENSE		9,258
120	2031	414	20	2 EMPLOYEES' RETIREMENT		12,513
120	2031	414	20	3 EMPLOYEES' INSURANCE		20,529
120	2031	414	30	78 OFFICE SUPPLIES		2,255
120	2031	414	40	52 POSTAGE		4,191
120	2032	412	10	98 OVERTIME ALLOWANCE		4,790
120	2032	412	20	3 EMPLOYEES' INSURANCE		21,947
120	2032	412	30	84 MINOR EQUIPMENT		5,000
120	2032	412	50	72 PAUPER ATTORNEY FEES		21,594
120	2032	412	50	73 TRANSCRIPT TESTIMONY		5,555
120	2037	412	50	14 MENTAL EXAMINATION		3,120
120	2037	412	50	62 TRAVEL EXPENSE		2,259
120	2037	412	50	72 PAUPER ATTORNEY FEES		19,036
120	2038	412	50	79 JUVENILE ATTORNEY FEES		10,790
120	2039	412	20	3 EMPLOYEES' INSURANCE		10,972
120	2039	412	50	77 CONTRACTUAL SERVICE		4,944
120	2039	412	50	79 JUVENILE ATTORNEY FEES		7,219

Budget Amendment  
Transfer to Capital Project Fund 311  
Fiscal Year 2012-2013

Account Number				Account Description	Increase	Decrease
120	2043	412	10	2 ASSISTANTS & CLERKS		21,400
120	2043	412	10	5 EXTRA HELP		3,782
120	2043	412	20	1 F.I.C.A. EXPENSE		2,570
120	2043	412	20	2 EMPLOYEES' RETIREMENT		3,918
120	2043	412	20	3 EMPLOYEES' INSURANCE		11,083
120	2045	412	10	2 ASSISTANTS & CLERKS		7,381
120	2045	412	10	5 EXTRA HELP		5,017
120	2047	412	10	5 EXTRA HELP		2,516
120	2048	412	10	2 ASSISTANTS & CLERKS		6,941
120	2049	412	10	2 ASSISTANTS & CLERKS		14,193
120	2049	412	20	2 EMPLOYEES' RETIREMENT		3,889
120	2049	412	20	3 EMPLOYEES' INSURANCE		4,235
120	2051	412	10	2 ASSISTANTS & CLERKS		5,544
120	2051	412	10	42 BAILIFF		16,360
120	2051	412	20	1 F.I.C.A. EXPENSE		3,388
120	2051	412	20	2 EMPLOYEES' RETIREMENT		3,505
120	2051	412	20	3 EMPLOYEES' INSURANCE		9,828
120	2052	412	50	62 TRAVEL EXPENSE		2,547
120	2052	412	50	72 PAUPER ATTORNEY FEES		10,565
120	2053	412	50	72 PAUPER ATTORNEY FEES		36,000
120	2053	412	50	73 TRANSCRIPT TESTIMONY		2,500
120	2055	412	50	21 DUES/SUBSCRIPTIONS		2,967
120	2055	412	50	62 TRAVEL EXPENSE		2,642
120	2055	412	50	77 CONTRACTUAL SERVICE		20,140
120	2060	412	10	1 DEPARTMENT HEAD		13,920
120	2060	412	10	2 ASSISTANTS & CLERKS		7,550
120	2060	412	20	2 EMPLOYEES' RETIREMENT		3,540
120	2060	412	20	3 EMPLOYEES' INSURANCE		2,553
120	3057	423	10	44 DETENTION OFFICERS		14,698
120	3057	423	10	95 EDUCATION PAY		5,012
120	3057	423	10	97 HOLIDAY PAY		2,364
120	3057	423	10	98 OVERTIME ALLOWANCE		3,522
120	3057	423	20	1 F.I.C.A. EXPENSE		2,886
120	3057	423	20	2 EMPLOYEES' RETIREMENT		4,057
120	3057	423	20	3 EMPLOYEES' INSURANCE		3,084
120	3058	424	50	53 RENT-EQUIPMENT		3,365
120	3059	421	10	2 ASSISTANTS & CLERKS		18,973
120	3059	421	10	5 EXTRA HELP		4,686
120	3059	421	10	40 DISPATCHER		44,497
120	3059	421	10	42 BAILIFF		12,180
120	3059	421	10	43 DEPUTIES		148,172
120	3059	421	10	45 SERGEANT		8,633

Budget Amendment  
Transfer to Capital Project Fund 311  
Fiscal Year 2012-2013

Account Number	Account Description	Increase	Decrease
120 3059 421 10 47	CAPTAIN		9,962
120 3059 421 10 50	CHIEF DEPUTY		19,263
120 3059 421 10 94	LONGEVITY PAY		16,417
120 3059 421 10 95	EDUCATION PAY		17,900
120 3059 421 10 97	HOLIDAY PAY		17,390
120 3059 421 20 1	F.I.C.A. EXPENSE		43,422
120 3059 421 20 2	EMPLOYEES' RETIREMENT		44,498
120 3059 421 20 3	EMPLOYEES' INSURANCE		62,899
120 3059 421 30 2	AMMUNITION		25,785
120 3059 421 30 11	COMPUTER - SOFTWARE		3,900
120 3059 421 30 17	CLOTHING		6,370
120 3059 421 30 57	IDENTIFICATION SUPPLIES		4,604
120 3059 421 30 78	OFFICE SUPPLIES		2,395
120 3059 421 30 84	MINOR EQUIPMENT		14,695
120 3059 421 30 90	EDUCATION & DEMONSTRATION		8,416
120 3059 421 40 15	COMMUNICATION EQUIPMENT		6,425
120 3059 421 40 54	TELEPHONE		2,778
120 3059 421 40 56	ELECTRICITY		3,038
120 3059 421 50 3	LIVESTOCK, FEED, ETC.		2,278
120 3059 421 50 16	CRIMINAL INVESTIGATION		21,438
120 3059 421 50 21	DUES/SUBSCRIPTIONS		5,581
120 3059 421 50 77	CONTRACTUAL SERVICE		28,542
120 3060 421 10 2	ASSISTANTS & CLERKS		47,074
120 3060 421 10 98	OVERTIME ALLOWANCE		3,685
120 3060 421 20 1	F.I.C.A. EXPENSE		5,263
120 3060 421 20 2	EMPLOYEES' RETIREMENT		7,531
120 3060 421 50 21	DUES/SUBSCRIPTIONS		3,225
120 3060 421 50 62	TRAVEL EXPENSE		3,489
120 3060 421 50 77	CONTRACTUAL SERVICE		6,534
120 3062 423 10 2	ASSISTANTS & CLERKS		9,060
120 3062 423 10 45	SERGEANT		17,433
120 3062 423 10 46	LIEUTENANT		7,639
120 3062 423 10 72	MAINTENANCE CREW		45,064
120 3062 423 10 94	LONGEVITY PAY		29,138
120 3062 423 10 95	EDUCATION PAY		42,375
120 3062 423 10 97	HOLIDAY PAY		131,513
120 3062 423 20 1	F.I.C.A. EXPENSE		82,148
120 3062 423 20 3	EMPLOYEES' INSURANCE		34,409
120 3062 423 30 33	FOOD		113,099
120 3062 423 30 84	MINOR EQUIPMENT		2,583
120 3062 423 40 9	BUILDINGS AND GROUNDS		7,205
120 3062 423 40 53	GAS- NATURAL AND BUTANE		13,105

Budget Amendment  
Transfer to Capital Project Fund 311  
Fiscal Year 2012-2013

Account Number					Account Description	Increase	Decrease
120	3062	423	40	56	ELECTRICITY		70,227
120	3062	423	40	57	WATER AND SEWER		4,377
120	3062	423	50	63	TRANSFER PRISONERS		5,287
120	3062	423	50	64	TRAINING & EDUC.		21,560
120	3062	423	60	14	BUILDINGS AND STRUCTURES		2,250
120	3063	424	10	1	DEPARTMENT HEAD		6,437
120	3063	424	10	2	ASSISTANTS & CLERKS		216,852
120	3063	424	10	94	LONGEVITY PAY		2,225
120	3063	424	20	1	F.I.C.A. EXPENSE		12,600
120	3063	424	20	2	EMPLOYEES' RETIREMENT		19,153
120	3063	424	20	3	EMPLOYEES' INSURANCE		10,339
120	3063	424	40	54	TELEPHONE		2,770
120	3063	424	50	5	MILEAGE		7,386
120	3063	424	50	14	MENTAL EXAMINATION		10,305
120	3063	424	50	53	RENT-EQUIPMENT		2,291
120	3063	424	50	81	RELIEF-BOARD & LODGING		26,671
120	3064	424	10	1	DEPARTMENT HEAD		6,437
120	3064	424	10	2	ASSISTANTS & CLERKS		82,747
120	3064	424	10	5	EXTRA HELP		6,151
120	3064	424	10	94	LONGEVITY PAY		2,765
120	3064	424	10	97	HOLIDAY PAY		5,128
120	3064	424	10	98	OVERTIME ALLOWANCE		4,210
120	3064	424	20	1	F.I.C.A. EXPENSE		9,737
120	3064	424	20	2	EMPLOYEES' RETIREMENT		14,482
120	3064	424	20	3	EMPLOYEES' INSURANCE		17,783
120	3064	424	40	9	BUILDINGS AND GROUNDS		5,176
120	3064	424	40	56	ELECTRICITY		21,769
120	3064	424	50	32	HOSPITAL SERVICE		3,000
120	3064	424	50	77	CONTRACTUAL SERVICE		3,354
120	3065	425	10	2	ASSISTANTS & CLERKS		2,668
120	3065	425	10	5	EXTRA HELP		16,859
120	3065	425	10	43	DEPUTIES		20,346
120	3065	425	10	94	LONGEVITY PAY		6,319
120	3065	425	10	95	EDUCATION PAY		13,475
120	3065	425	10	98	OVERTIME ALLOWANCE		4,732
120	3065	425	20	1	F.I.C.A. EXPENSE		6,953
120	3065	425	20	2	EMPLOYEES' RETIREMENT		4,355
120	3065	425	20	3	EMPLOYEES' INSURANCE		19,110
120	3066	425	10	5	EXTRA HELP		4,534
120	3066	425	10	43	DEPUTIES		9,474
120	3066	425	20	1	F.I.C.A. EXPENSE		2,415
120	3066	425	20	2	EMPLOYEES' RETIREMENT		2,683

Budget Amendment  
Transfer to Capital Project Fund 311  
Fiscal Year 2012-2013

Account Number				Account Description	Increase	Decrease
120	3066	425	20	3 EMPLOYEES' INSURANCE		7,043
120	3068	425	10	2 ASSISTANTS & CLERKS		2,535
120	3068	425	10	5 EXTRA HELP		5,481
120	3068	425	10	95 EDUCATION PAY		4,125
120	3068	425	20	1 F.I.C.A. EXPENSE		2,315
120	3068	425	20	2 EMPLOYEES' RETIREMENT		2,780
120	3070	425	10	2 ASSISTANTS & CLERKS		2,314
120	3070	425	10	5 EXTRA HELP		17,275
120	3070	425	10	98 OVERTIME ALLOWANCE		9,194
120	3070	425	20	1 F.I.C.A. EXPENSE		3,778
120	3070	425	20	2 EMPLOYEES' RETIREMENT		5,434
120	3070	425	20	3 EMPLOYEES' INSURANCE		4,566
120	3071	425	10	5 EXTRA HELP		7,933
120	3071	425	20	3 EMPLOYEES' INSURANCE		8,936
120	3072	425	10	95 EDUCATION PAY		2,700
120	3080	421	40	11 EQUIPMENT- MISCELLANEOUS		3,589
120	3080	421	50	77 CONTRACTUAL SERVICE		5,622
120	4071	461	10	2 ASSISTANTS & CLERKS		28,532
120	4071	461	10	5 EXTRA HELP		3,675
120	4071	461	20	1 F.I.C.A. EXPENSE		3,079
120	4071	461	50	5 MILEAGE		2,242
120	5074	441	10	2 ASSISTANTS & CLERKS		32,477
120	5074	441	10	4 SUPERVISOR		5,606
120	5074	441	10	5 EXTRA HELP		10,702
120	5074	441	10	35 NURSE		11,325
120	5074	441	20	1 F.I.C.A. EXPENSE		6,233
120	5074	441	20	2 EMPLOYEES' RETIREMENT		9,907
120	5074	441	20	3 EMPLOYEES' INSURANCE		18,700
120	5074	441	30	50 MEDICAL SUPPLIES		8,222
120	5074	441	50	21 DUES/SUBSCRIPTIONS		2,706
120	5075	441	10	2 ASSISTANTS & CLERKS		10,528
120	5075	441	10	4 SUPERVISOR		5,563
120	5075	441	10	35 NURSE		9,336
120	5075	441	20	1 F.I.C.A. EXPENSE		5,813
120	5075	441	20	2 EMPLOYEES' RETIREMENT		7,519
120	5075	441	20	3 EMPLOYEES' INSURANCE		6,079
120	5075	441	30	50 MEDICAL SUPPLIES		5,902
120	5075	441	50	81 RELIEF-BOARD & LODGING		2,478
120	5075	441	50	83 RELIEF-GAS		2,469
120	5076	441	10	35 NURSE		3,036
120	5077	444	50	99 MISCELLANEOUS		7,831
120	5078	446	10	2 ASSISTANTS & CLERKS		2,849

Budget Amendment  
Transfer to Capital Project Fund 311  
Fiscal Year 2012-2013

Account Number				Account Description	Increase	Decrease
120	5078	446	10	20 INSPECTORS		3,716
120	5079	442	10	5 EXTRA HELP		4,947
120	5079	442	20	2 EMPLOYEES' RETIREMENT		2,627
120	5079	442	20	3 EMPLOYEES' INSURANCE		2,860
120	5079	442	30	49 PHARMACEUTICAL SUPPLIES		173,706
120	5079	442	50	77 CONTRACTUAL SERVICE		5,958
120	5080	429	20	3 EMPLOYEES' INSURANCE		10,778
120	6083	416	10	1 DEPARTMENT HEAD		4,012
120	6083	416	10	5 EXTRA HELP		5,017
120	6083	416	10	72 MAINTENANCE CREW		109,274
120	6083	416	20	1 F.I.C.A. EXPENSE		10,731
120	6083	416	20	2 EMPLOYEES' RETIREMENT		19,349
120	6083	416	20	3 EMPLOYEES' INSURANCE		24,230
120	6083	416	30	34 DIESEL FUEL		27,568
120	6083	416	30	44 JANITOR SUPPLIES		4,933
120	6083	416	40	1 COOLING AND HEATING		12,576
120	6083	416	40	9 BUILDINGS AND GROUNDS		11,521
120	6083	416	40	53 GAS- NATURAL AND BUTANE		30,548
120	6083	416	40	54 TELEPHONE		27,540
120	6083	416	40	56 ELECTRICITY		39,328
120	6084	416	10	54 CARPENTERS		2,812
120	6084	416	10	72 MAINTENANCE CREW		28,268
120	6084	416	10	98 OVERTIME ALLOWANCE		3,427
120	6084	416	20	1 F.I.C.A. EXPENSE		4,021
120	6084	416	20	2 EMPLOYEES' RETIREMENT		9,410
120	6084	416	20	3 EMPLOYEES' INSURANCE		7,828
120	6084	416	40	9 BUILDINGS AND GROUNDS		6,502
120	6084	416	50	77 CONTRACTUAL SERVICE		3,898
120	8095	417	10	29 MECHANICS		6,622
120	8095	417	20	2 EMPLOYEES' RETIREMENT		3,660
120	8095	417	20	3 EMPLOYEES' INSURANCE		4,279
120	8095	417	40	8 AUTOMOBILES AND TRUCKS		2,712
120	8096	419	10	2 ASSISTANTS & CLERKS		2,584
120	8096	419	20	3 EMPLOYEES' INSURANCE		4,557
124	5081	448	10	1 DEPARTMENT HEAD		2,380
124	5081	448	10	9 FOREMAN		18,753
124	5081	448	10	12 OPERATORS		25,107
124	5081	448	10	29 MECHANICS		3,167
124	5081	448	10	98 OVERTIME ALLOWANCE		29,143
124	5081	448	20	1 F.I.C.A. EXPENSE		8,322
124	5081	448	20	2 EMPLOYEES' RETIREMENT		12,675
124	5081	448	20	3 EMPLOYEES' INSURANCE		8,207

Budget Amendment  
 Transfer to Capital Project Fund 311  
 Fiscal Year 2012-2013

Account Number				Account Description	Increase	Decrease
124	5081	448	20	5 UNEMPLOYMENT COMPENSATION		5,000
124	5081	448	30	16 CHEMICALS, SPRAYS, ETC.		35,096
124	5081	448	40	7 AIRPLANE		7,623
124	5081	448	40	8 AUTOMOBILES AND TRUCKS		10,096
124	5081	448	40	53 GAS- NATURAL AND BUTANE		3,155
124	5081	448	40	56 ELECTRICITY		2,456
TOTAL					<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>

COUNT            384



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark   
Purchasing Agent

Date: December 11, 2013

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

December 16, 2013

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COMMISSIONER PCT. 4	BROTHER INTELLIFAX 2820 FAX MACHINE	U61325A6J707237	29702
COMMISSIONER PCT. 4	HP LASERJET 3050 FAX MACHINE	CNRK262379	
<i>contact person: Natalie Roberts</i>			
CONSTABLE PCT. 2	BLACK OFFICE CHAIR		30424
<i>contact person: Linda Cormier</i>			
COURT AT LAW #1	SOUND SYSTEM	83091322	
COURT AT LAW #1	SOUND SYSTEM	B955867	
COURT AT LAW #1	EQUALIZER MODEL 4220	1512	
COURT AT LAW #1	EQUALIZER MODEL 4320	609	
COURT AT LAW #1	AMPLIFIER MODEL 75	83J1090	
COURT AT LAW #1	ELECTRICAL PARTS		
COURT AT LAW #1	MICROPHONE W/ STAND (PLAINTIFF)	8631	
COURT AT LAW #1	MICROPHONE W/ STAND (DEFENDANT)	8604	
COURT AT LAW #1	MICROPHONE W/ STAND (JUDGE)	8604	
COURT AT LAW #1	MIRCOPHONE (WITNES)	8604	
<i>contact person: Effie Keffer</i>			
DISTRICT ATTORNEY	SWIVEL DESK CHAIR		31125
<i>contact person: Emily Beaugh</i>			
DISTRICT CLERK	BLACK DESK CHAIR		
DISTRICT CLERK	BLACK DESK CHAIR		
<i>contact person: Helen Bielecki</i>			
FORD PARK	(97) BROKEN CHAIRS		
<i>contact person: Danny Broussard</i>			

Approved by Commissioners' Court: \_\_\_\_\_

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

December 16, 2013

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
TAX OFFICE - BEAUMONT	PITNEY BOWES MAIL MACHINE MODEL DM1000		32218
<i>contact person: Debbie Bevilacqua</i>			
PURCHASING	SWIVEL SECRETARIAL CHAIR		
<i>contact person: Sylvia Moore</i>			
SHERIFF	CANON CAMERA	042021052473	
SHERIFF	POLAROID CAMERA		9616
SHERIFF	CANON CAMERA	2422116155	
SHERIFF	CANON CAMERA	4122143532	
SHERIFF	CANON CAMERA	4822115151	
SHERIFF	CANON CAMERA	2522102390	
SHERIFF	CANON CAMERA	4122151946	
<i>contact person: Dana Aguilard</i>			

Approved by Commissioners' Court: \_\_\_\_\_

**GROUND LEASE  
OPTION**

THIS GROUND LEASE OPTION is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between:

OPTIONEE - LANDLORD: JEFFERSON COUNTY, TEXAS ("**Optionee - Landlord**"), having its notice address at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, and

OPTIONOR - TENANT: ACCELERATED DEVELOPMENT OPERATING COMPANY, LLC ("**Optionor - Tenant**"), having its notice address at:  
2415 E. Camelback Road, Suite 400  
Phoenix, Arizona 85016  
602.682.6020,

Whereas, Optionee-Landlord is the owner of the real property hereinafter described.

Whereas, Optionor-Tenant desires to ground lease the property from Optionee-Landlord for real estate development whereby improvements are constructed thereon by Optionor-Tenant and/or its subtenants.

Whereas the parties intend that Optionor-Tenant exercise its options with respect to each of the property's parcels by tendering to Optionee-Landlord an individual lease for each such parcel in the manner set forth herein.

Now therefore, in consideration of the mutual covenants herein contained, Optionee - Landlord and Optionor - Tenant enter into this option agreement for the Leased Area (herein called the "**Option**").

**1. FUNDAMENTAL PROVISIONS**

**1.01. Provisions.**

**(a) Property Descriptions:**

**(i) Leased Area:**

The parcels (individually, "Parcel" collectively, "Parcels") indicated on the attached Exhibit A-1 and Exhibit A-2 as Parcels A, B, C, D, E, F, G, H and/or I ("Outparcel") and the Parcels indicated on Exhibit A-1 and Exhibit A-2 as Parcels J, K, L and/or M ("Retail Parcel").

**(ii) Development:**

Jack Brooks Regional Airport, Nederland, Jefferson County, Texas  
as described in the attached Exhibit B.

**(b) Option Period:** Two (2) years from the date of the execution of this Option, provided that the Option Period shall be extended by one (1) year for each Ground Lease entered into by the parties.

**(c) Option Fee:** \$50,000 shall be deposited by Optionor - Tenant with the Optionee - Landlord upon the execution of this Option as consideration hereof. The Option Fee shall be returned to Optionor - Tenant upon the first to occur of (i) the Commencement Date of the first Lease entered into by the parties as hereinafter contemplated and (ii) the expiration or termination of the Option Period.

**2. Option.*****2.01. Option to Optionor - Tenant.***

Subject to and with the benefit of the terms, covenants, and conditions of this Option, at any time during the Option Period, Optionor - Tenant may give notice to Optionee - Landlord of its desire to Lease any Parcel or Parcels and within thirty (30) days of such notice, Optionee - Landlord and Optionor - Tenant or Optionor-Tenant's designated special purpose entity shall enter into a Lease of such Parcel or Parcels the form of which is attached hereto as Exhibit B. The terms of the form Lease referring to Outparcels shall be used for the lease of the Outparcels and the terms of the form Lease referring to Retail Parcels shall be used for the lease of the Retail Parcels.

**3. Inspection*****3.01 Inspection***

Commencing upon the date of execution hereof and ending on the date two hundred seventy days (270) thereafter ("Inspection Period"), Optionor-Tenant and its agents and representatives shall be entitled to go upon the Leased Area at reasonable times to inspect the condition of the real property, perform investigations, determine the status of utilities and access, conduct zoning investigations, feasibility studies and other studies or tests that Optionor-Tenant shall deem necessary or appropriate to determine if, in Optionor-Tenant's sole discretion, the Leased Area are suitable for Optionor-Tenant's intended use. Optionor-Tenant may terminate this Option for any reason without further liability prior to 5:00 o'clock p.m., Nederland, Texas time on the date the Inspection Period shall expire. If Optionor-Tenant deems the Leased Area as unsuitable for Optionor-Tenant's intended use, Optionee-Landlord shall return the Deposit to Optionor-Tenant in

its entirety within three (3) days of such Notice. Upon the waiver of all contingencies to the commencement of a Lease and provided such additional time shall be necessary for Optionor-Tenant to secure and complete its lease negotiations with its tenants, Optionor-Tenant may, upon the Optionee-Landlord's approval, extend the Inspection Period for one hundred eighty (180) days. Should Optionor-Tenant fail to notify Optionee-Landlord of its election to continue the Option on or before the expiration of the Inspection Period or the extended Inspection Period, this Option shall be deemed to have terminated as of the date of such expiration, in which event, the Option Fee shall be refunded to Optionor-Tenant, and all obligations, except those specifically intended to survive the termination hereof, shall be deemed void and of no further force or effect.

Optionor-Tenant shall indemnify and hold Optionee-Landlord harmless from and against any loss, claim or liability arising or resulting from the inspections made by Optionor-Tenant which indemnification shall survive the expiration or termination of this Option.

#### **4. MISCELLANEOUS.**

##### ***4.01. Waivers.***

No waiver of any condition or covenant in this Option by either party shall constitute a future waiver of the same or any other condition or covenant of this Option.

##### ***4.02. Notices.***

Unless otherwise provided in this Option, all notices required under this Option to Optionee-Landlord or Optionor-Tenant shall be in writing and shall be addressed to the addresses indicated on page 1 hereof or to any other address that Optionee-Landlord or Optionor-Tenant may designate in a notice to the other party given at least thirty (30) days in advance. All notices shall be deemed to be properly served if delivered to the appropriate address by hand delivery, registered or certified mail (with postage prepaid and return receipt requested), courier, telegram, electronic transmission or similar methods of communication (provided that there is independent verification of delivery). Date of service of a notice served by mail shall be the date of receipt or refusal of receipt.

##### ***4.03. Relationship of Parties.***

Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any relationship between the parties hereto other than that of Optionee-Landlord and Optionor-Tenant.

**4.04. Construction.**

Whenever a word appears herein in its singular form, such word shall include the plural; and the masculine gender shall include the feminine and neuter genders. This Option shall be construed without reference to the titles of Articles, Sections or Clauses, which are inserted for convenient reference only. This Option shall be construed without regard to any presumption or other rule permitting construction against the party causing this Option to be drafted and shall not be construed more strictly in favor of or against either of the parties hereto.

**4.05. Consent.**

Whenever it is necessary under the terms of this Option for either party to obtain the consent or approval of the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**4.06. Governing Law.**

This Option shall be construed and enforced in accordance with the laws of the State of Texas.

**4.07. Invalidity or Inapplicability of Clause.**

If any term or provision of this Option or the application thereof is invalid or unenforceable, the remainder of this Option, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision shall be valid and enforceable to the fullest extent permitted by law.

**4.08. Force Majeure.**

If either party hereto is delayed or prevented from the performance of any act required hereunder or the satisfaction of any condition contained herein by reason of an act of God, strike, lockout, labor troubles, plan approval delay, inability to procure materials, restrictive governmental laws or regulations, adverse weather, unusual delay in transportation, delay by the other party or other cause beyond the control of the party obligated to perform (financial inability excepted), then upon notice to the other party the period for the performance of such act or the satisfaction of such condition shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall make good faith efforts to remedy the cause of delay and to resume performance. Nothing in this Section shall excuse Optionor-Tenant from the prompt payment of any rental or other charges required of Optionor-Tenant hereunder, except as

may be expressly provided elsewhere in this Option and except where the Commencement Date of this Option is delayed, in which latter case rent and other Option charges shall not begin to accrue until the date of such delayed Commencement Date.

**4.09. *Successors or Assigns.***

Except as otherwise specified in this Option, the provisions contained in this Option shall run with the land and bind and inure to the benefit of Optionee-Landlord and Optionor-Tenant and their respective successors and assigns. Any references in this Option to Optionee-Landlord and Optionor-Tenant shall be deemed to include their respective successors and assigns.

**4.10. *Entire Agreement; Representations.***

This Option embodies the entire agreement between Optionee-Landlord and Optionor-Tenant with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Optionee-Landlord and Optionor-Tenant have neither made nor relied upon any promises, representations or warranties in connection with this Option that are not expressly set forth in this Option. In entering into this Option, Optionee-Landlord and Optionor-Tenant have relied on the representations and warranties contained in this Option.

**4.11. *Modification.***

This Option may not be modified except by a written agreement signed by both of the parties, which in Optionor-Tenant's case shall require the signature of the president or a corporate vice president of Optionor-Tenant.

**4.12. *No Broker.***

Optionee-Landlord and Optionor-Tenant represent and warrant that they have not dealt with any real estate agent or broker in connection with this transaction and each agrees to indemnify and save the other harmless from and against all liability, damage, loss, cost and expense incurred by reason of the indemnitor's breach of said representation and warranty.

**4.13. *Confidentiality.***

Optionee-Landlord and Optionor-Tenant covenant that to the extent possible, each will keep confidential any financial information concerning the other party's business and affairs pursuant to this Option and the economic terms of this Option and will not disclose any such information to the public or any competitor of the other party; provided, however, either party may disclose such information as necessary in litigation between Optionee-Landlord and Optionor-Tenant or as required by law or court order.

**4.14. Date of Option.**

All references to the "date of this Option," the "date hereof," and the like shall be deemed to be the date on which this Option is executed by the last party to sign the Option. If Optionee-Landlord and Optionor-Tenant execute this Option on different dates, the party that signs on the later date shall enter that date by hand in the preamble of this Option on page 1 hereof.

(END OF TEXT – SIGNATURES FOLLOW)

EXECUTED:

**OPTIONEE - LANDLORD:**

\_\_\_\_\_, 20\_\_

JEFFERSON COUNTY, TEXAS

ATTEST:

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

\_\_\_\_\_

\_\_\_\_\_  
(Title)

EXECUTED:

**OPTIONOR - TENANT:**

\_\_\_\_\_, 20\_\_

ACCELERATED DEVELOPMENT OPERATING  
COMPANY, LLC

ATTEST:

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

\_\_\_\_\_

**EXHIBIT A-1**  
**PARCELS**

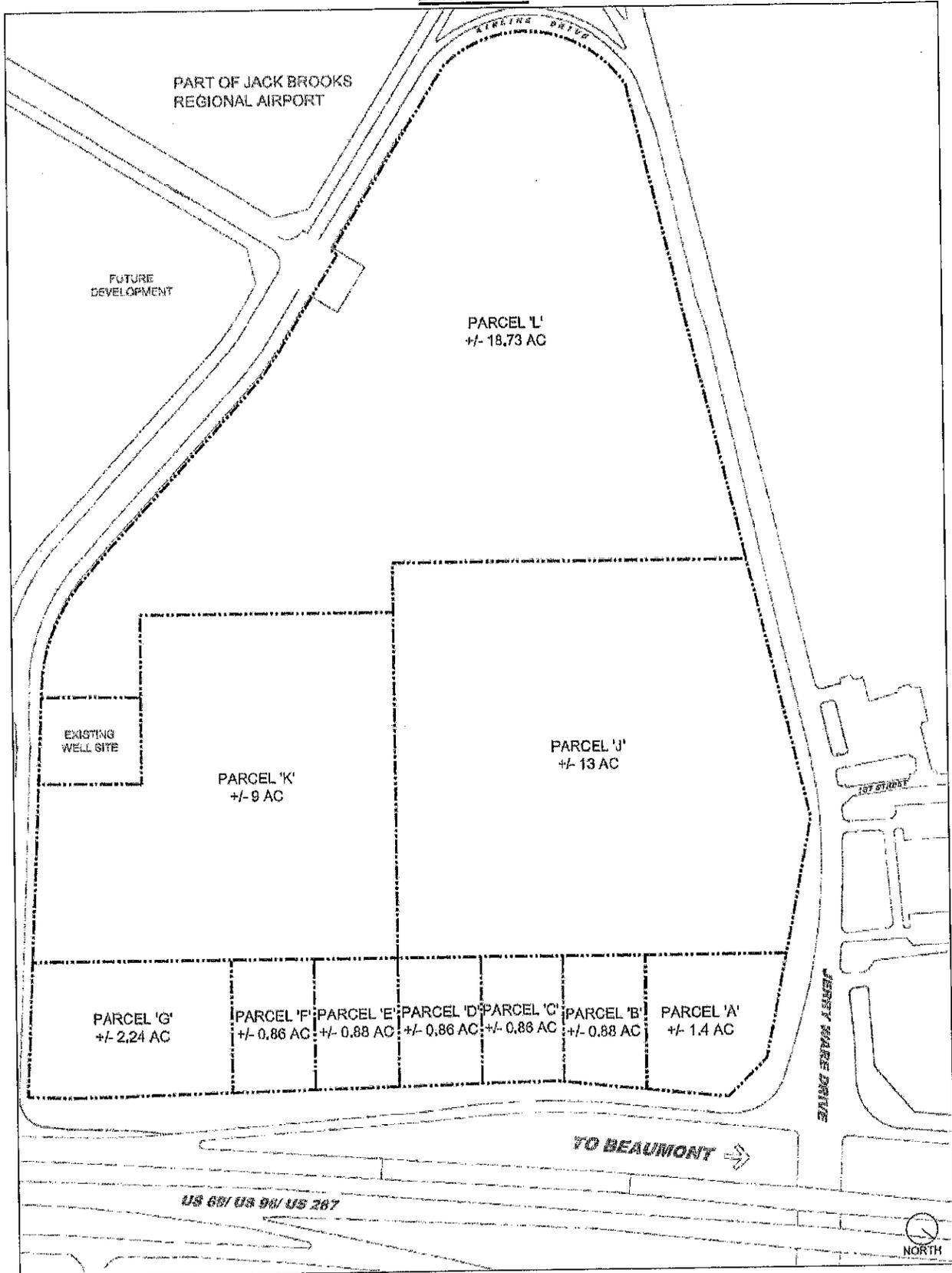
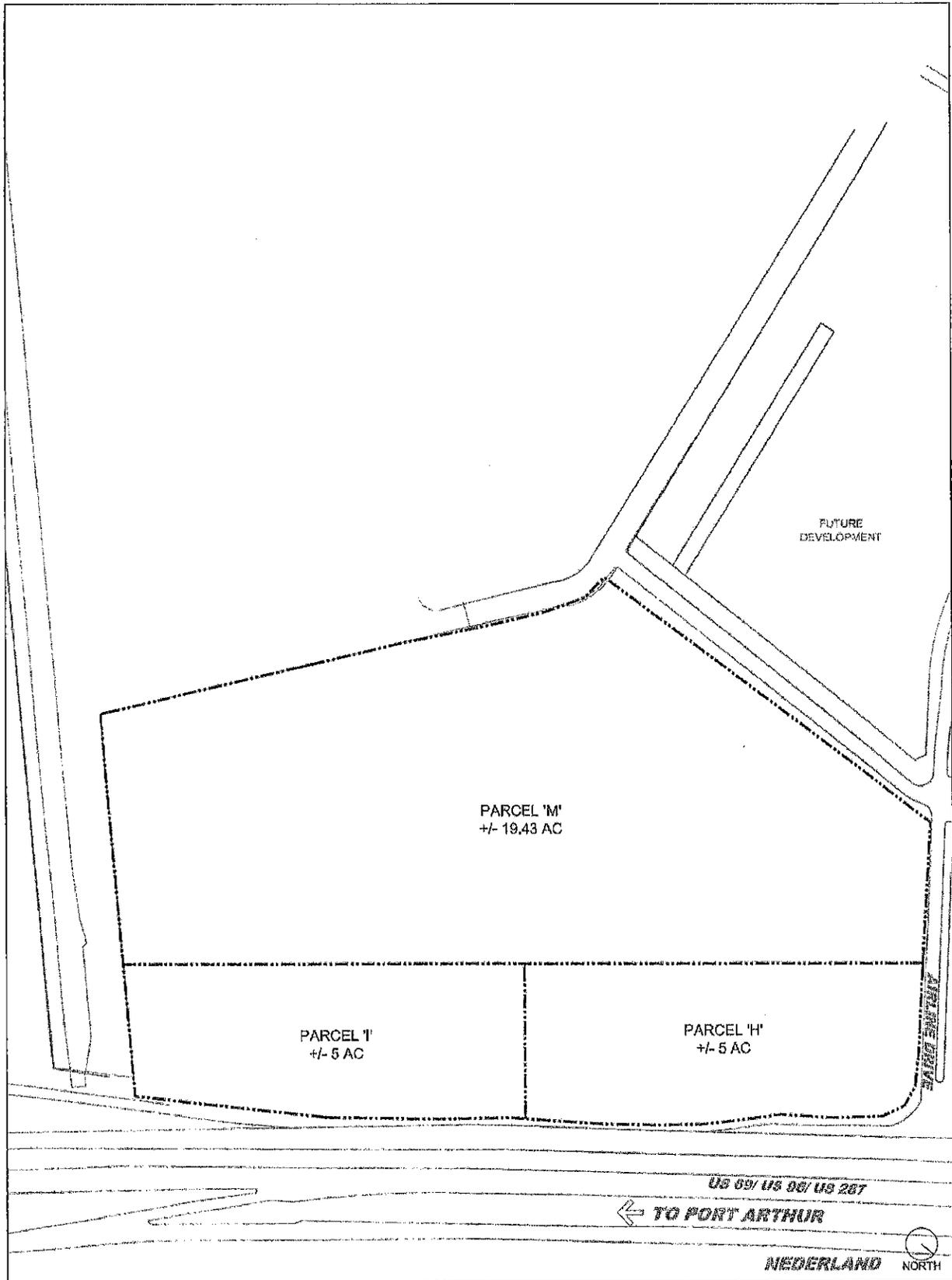


EXHIBIT A-2  
PARCELS



**EXHIBIT B**  
**LEGAL DESCRIPTION OF DEVELOPMENT**

[NOTE: TO BE PREPARED BY  
OPTIONEE - LANDLORD AND  
ATTACHED AT A LATER DATE BY  
MUTUAL AGREEMENT OF THE  
PARTIES.]

**EXHIBIT C  
FORM OF INDIVIDUAL**

**GROUND L E A S E**

THIS LEASE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between:

LANDLORD: JEFFERSON COUNTY, TEXAS ("**Landlord**"), having its notice address at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, and

TENANT: ACCELERATED DEVELOPMENT OPERATING COMPANY, LLC ("**Tenant**"), having its notice address at:  
2415 E. Camelback Road, Suite 400  
Phoenix, Arizona 85016  
602.682.6020,

See *Section 16.02* regarding notices sent pursuant to this Lease and changes to a party's notice address.

In consideration of the mutual covenants herein contained, Landlord and Tenant enter into the following lease agreement (herein called the "**Lease**").

**1. FUNDAMENTAL LEASE PROVISIONS**

**1.01. Fundamental Lease Provisions.**

Certain fundamental lease provisions ("**Fundamental Lease Provisions**") are set forth below:

**(a) Property Descriptions:**

**(i) Leased Area:**

An outparcel area containing a Gross area of approximately \_\_\_\_\_ acres ("**Outparcel**") OR  
A retail parcel area containing a Gross area of approximately \_\_\_\_\_ acres ("**Retail Parcel**"). (See Sec. 2.02)

**(ii) Development:**

Jack Brooks Regional Airport, Nederland, Jefferson County, Texas

**(b) Inspection Period:** 210 days from the date of the execution of this Lease.

**(c) Original Term:**

Thirty-nine (39) years (See Sec. 3.02)

**(d) Renewal Term:**

One (1) Renewal Term of ten (10) years (See Sec. 3.03)

**(e) Base Rent:**

A minimum annual rental for the Outparcel in accordance with the following schedule:

<b>Term</b>	<b>Years</b>	<b>Annual Base Rent</b>
Original Term	1-5	\$0.30 per sq. ft.
	6-10	\$0.31 per sq. ft.
	11-15	\$0.32 per sq. ft.
	16-20	\$0.33 per sq. ft.
	21-25	\$0.34 per sq. ft.
	26-30	\$0.35 per sq. ft.
Renewal Term	31-35	\$0.36 per sq. ft.
	36-39	\$0.37 per sq. ft.

OR

(See Sec. 4.01)

A minimum annual rental for the Retail Parcel in accordance with the following schedule:

<b>Term</b>	<b>Years</b>	<b>Annual Base Rent</b>
Original Term	1-5	\$0.20 per sq. ft.
	6-10	\$0.21 per sq. ft.
	11-15	\$0.22 per sq. ft.
	16-20	\$0.23 per sq. ft.
	21-25	\$0.24 per sq. ft.
	26-30	\$0.25 per sq. ft.
Renewal Term	31-35	\$0.26 per sq. ft.
	36-39	\$0.27 per sq. ft.

**(f) Security Deposit:** \$\_\_\_\_\_ shall be deposited by Tenant with the Title Company upon the execution of this Lease.

Some references appearing in this *Section 1.01* designate some of the other places in the Lease where additional provisions applicable to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the foregoing Fundamental Lease Provisions shall be construed to incorporate all of the terms provided for under such additional provisions, and the Fundamental Lease Provision shall be read in conjunction with all other provisions of this Lease applicable thereto. Unless the context otherwise requires, all terms contained in this Section shall have the same meaning when used in this Section as when they are used or defined elsewhere in this Lease.

**1.02. Exhibits.**

The following exhibits are attached to and made a part of this Lease for all purposes:

- (a) Exhibit A. Plot plan showing schematically the Leased Area
- (b) Exhibit B. Legal Description of Leased Area
- (c) Exhibit C. Legal Descriptions of the Development
- (d) Exhibit D. Form of Tenant Subordination, Attornment and Non-Disturbance Agreement
- (e) Exhibit E. Construction

(END OF ARTICLE 1)

## 2. PREMISES.

### *2.01. Demise to Tenant.*

Subject to and with the benefit of the terms, covenants, and conditions of this Lease, Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord, certain premises (the “**Leased Area**”), to have and to hold during the Demised Term of this Lease, together with the use, in common with Landlord and other tenants of the Development, of the Common Area of the Development.

### *2.02. Description of Leased Area.*

The Leased Area shall consist of the land described in subsection 1.01(a) hereof. The Leased Area is depicted in Exhibit A and is more particularly described in the legal description that is attached hereto as Exhibit B (or that will be attached hereto as Exhibit B).

### *2.03. Common Areas.*

Entrances to the Development and access routes to the Leased Area shall not be closed or materially rearranged during the Demised Term unless necessary for maintenance of infrastructure or airport operations, and then only on a temporary basis.

### *2.04. Restrictions Affecting the Leased Area.*

Landlord represents and warrants that there are no easements, covenants, conditions or restrictions affecting the Leased Area that (i) are in conflict with any provision of this Lease or (ii) require the consent or approval of this Lease or any provision contained herein by any third party.

### *2.05. Construction of the Leased Area.*

The improvements constructed by Tenant or Tenant’s lessees on the Leased Area (“**Tenant’s Improvements**”) shall be constructed in accordance with Exhibit E and shall be and remain the property of Tenant or Tenant’s lessees, as applicable. Upon the expiration of the Terms or Renewal Terms hereof, the Tenant’s Improvements shall be deemed the property of and owned by Landlord. Landlord will cooperate with Tenant in obtaining the approvals necessary to construct the Tenant Improvements, pylon signs, tombstone signs, direction signs and such other improvements as are to be constructed upon the Leased Property

### *2.06. Delivery of Possession of the Leased Area.*

(a) Landlord shall tender possession of the Leased Area to Tenant on or before \_\_\_\_\_ (the “**Pad Delivery Deadline**”). The date on which

Landlord actually tenders possession of the Leased Area to Tenant in compliance with Exhibit E is referred to herein as the “**Tender Date.**”

(b) If Landlord fails to tender possession of the Leased Area to Tenant on or before the Pad Delivery Deadline and if Tenant has obtained any building permit by such time, then Tenant may terminate this Lease by giving written notice of termination to Landlord, in which event Landlord shall reimburse Tenant on demand for Tenant’s development costs incurred in connection with this Lease, including, without limitation, real estate, legal, architectural, engineering and permitting costs.

**2.07. Intentionally Deleted.**

**2.08. Inspection Period - Conditions to Lease.**

(a) Commencing upon the date of execution hereof and ending on the date \_\_\_\_\_ thereafter (“Inspection Period”), Tenant and its agents and representatives shall be entitled to go upon the Leased Area at reasonable times to inspect the condition of the real property, perform investigations, determine the status of utilities and access, conduct zoning investigations, feasibility studies and other studies or tests that Tenant shall deem necessary or appropriate to determine if, in Tenant’s sole discretion, the Leased Area are suitable for Tenant’s intended use. Tenant may terminate this Lease for any reason without further liability prior to 5:00 o’clock p.m., Nederland, Texas time on the date the Inspection Period shall expire. Upon the waiver of all contingencies to the commencement of this Lease and provided such additional time shall be necessary for Tenant to secure and complete its lease negotiations with its tenants, Tenant may, upon the landlord’s approval, extend the Inspection Period for \_\_\_\_\_ days. Should Tenant fail to notify Landlord of its election to continue this Lease on or before the expiration of the Inspection Period or the extended Inspection Period, this Lease shall be deemed to have terminated as of the date of such expiration, in which event, the Security Deposit shall be refunded to Tenant, and all obligations, except those specifically intended to survive the termination hereof, shall be deemed void and of no further force or effect.

(b) Tenant’s obligations under this Lease shall be subject to the satisfaction of each of the following conditions:

(i) existence of zoning for the Leased Area permitting the construction and operation of retail stores, hotel, conference facilities, general offices, medical offices and/or restaurants serving mixed alcoholic beverages, beer and wine, bars and such other uses as Tenant or Tenant’s subtenant shall deem appropriate, but in no event a flea market, second-hand store, “sex,” “head” or “pawn” shop use or an adults-only bookstore or adults-only video store);

(ii) existence of a valid access and exit point to the Leased Area to and from a public road (with appropriate curb cuts approved by all governmental bodies having jurisdiction thereover) together with duly recorded easements or rights-of-way, if necessary, which may be used without restrictions by Tenant and its customers, employees, suppliers and invitees;

(iii) the availability of utility services (including natural or propane gas) to the Leased Area;

(iv) approval of this Lease by Tenant's Board of Directors;

(v) execution and recording of the memorandum of lease referred to in *Section 15.01* hereof;

(vi) Tenant's receipt of the non-disturbance agreement(s) referred to in *Section 15.02* hereof;

(vii) Tenant's obtaining, and/or being satisfied as to the availability of, all licenses and permits by the appropriate State and local authorities for the sale to the public by Tenant (or an entity controlled by Tenant) of mixed alcoholic beverages, beer and wine on all seven (7) days of the week and for the maximum hours of operation; and

(viii) Tenant's receipt of a final building permit for the construction of Tenant's Improvements on the Leased Area.

(ix) Tenant's satisfaction that the environmental condition of the Leased Area is acceptable. Tenant may, in so determining, conduct Phase I and/or Phase II tests and/or conduct soils testing, all of which shall be conducted in accordance with standard procedures. Tenant or its subtenant shall provide Landlord a copy of all tests results and reports on the expiration of the Inspection Period, regardless of whether or not the Lease shall terminate.

(x) The relocation of existing well and underground pipes servicing the oil well located upon the Development.

(c) Tenant may waive any condition at any time in its sole discretion, but any such waiver must be in writing to be effective. All of the foregoing conditions shall be deemed to have been satisfied, and Tenant's right to terminate this Lease pursuant to this *Section 2.08* shall lapse, upon Tenant's commencement of construction at the Leased Area, but Landlord's liability with respect to any covenants contained in this Lease shall not be released or otherwise affected thereby. None of the foregoing conditions shall be deemed to be satisfied prior to Tenant's commencement of construction at the Leased Area unless satisfaction of a condition is either acknowledged by Tenant or in fact occurs.

(d) Tenant or its subtenant shall diligently pursue the satisfaction of the conditions set forth above. The date on which Tenant satisfies (or is deemed to have satisfied) all of the conditions set forth in this Section 2.08 shall be referred to herein as the "Conditions Satisfaction Date."

(e) Tenant shall indemnify and hold Landlord harmless from and against any loss, claim or liability arising or resulting from the inspections made by Tenant which indemnification shall survive the expiration or termination of this Lease.

### 3. THE DEMISED TERM.

#### 3.01. Commencement Date.

(a) Subject to the terms and conditions contained herein, this Lease shall be effective on the date hereof, but the Demised Term shall not commence until the date on which Tenant opens the improvements of the Leased Area for business with the public, ("**Commencement Date**").

(b) Notwithstanding anything to the contrary, if Tenant is ready, willing and able to open for business at the Leased Area but is prevented from opening because of Landlord's fault, then the Commencement Date will be the date on which Tenant opens for business.

#### 3.02. Original Term.

The "Original Term" of this Lease shall begin on the Commencement Date and extend for the number of years specified in *Subsection 1.01(c)* from (i) the Commencement Date, if the Commencement Date is the first day of the month, or (ii) from the first day of the month following the Commencement Date if the Commencement Date is not the first day of the month. It is understood that the Original Term will be exactly thirty-nine (39) years in length only if the Commencement Date falls on the first day of the month; in all other cases the Original Term will be thirty-nine (39) years plus the partial month that begins on the Commencement Date.

#### 3.03. Renewals.

Landlord grants to Tenant one (1) option ("**Option**") to extend the Original Term for each Parcel for the number of ("**Renewal Term**") years as set forth in *Subsection 1.01(d)* hereof, on the same terms and conditions as herein set forth. Should Tenant elect to exercise its Option, it shall do so by written notice to Landlord at least one hundred eighty (180) days before the expiration of the Original Term.

#### 3.04. Demised Term.

The Original Term and the Renewal Term for which an Option is exercised by Tenant are collectively referred to in this Lease as the “**Demised Term.**”

**3.05. Holding Over.**

If Tenant remains in possession of the Leased Area after the expiration of the Demised Term, Tenant or its subtenant shall be deemed to be occupying the Leased Area as a tenant from month-to-month at one hundred and twenty-five percent (125%) of the Base Rent herein specified (prorated and paid on a monthly basis), subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

**4. RENT: BASE RENT.**

**4.01. Base Rent.**

Tenant shall pay to Landlord, without any prior demand therefore, minimum rent (the “**Base Rent**”) in the amount specified in *subsection 1.01(e)* hereof. Tenant’s obligation to pay rent shall commence on the Commencement Date, (“Rent Commencement Date”). The Base Rent shall be payable in advance in equal monthly installments on the first day of each full month of the Demised Term or Renewal Term. If the Rent Commencement Date is not the first day of a calendar month, Tenant shall pay the Base Rent for the partial month in which the Demised Term begins on the first day of the calendar month immediately following the Commencement Date for such Parcel. Base Rent for any partial month at the beginning or end of the Demised Term for such Parcel shall be prorated on the basis of a 365-day year regardless of the actual number of days in such month.

**4.02. Intentionally Deleted.**

**4.03. Lease Year.**

The term “Lease Year” shall mean a period of twelve (12) consecutive calendar months, the first Lease Year commencing on the first January 1st following the Commencement Date and each succeeding Lease Year commencing on the anniversary of the first Lease Year. The term “Partial Lease Year” shall mean (i) the period from the Commencement Date through the first December 31st following the Commencement Date, or (ii) the portion of the Demised Term subsequent to the last December 31st of the Demised Term. References to a Lease Year shall be deemed to refer to a Partial Lease Year where appropriate.

**4.04. Address for Rent Payments.**

All payments by Tenant may be made by either a check made payable to Landlord and mailed to its notice address (or to such other address as may be designated by Landlord from time to time pursuant to *Section 16.02* hereof) or by Electronic Funds Transfer (EFT) to Landlord's designated bank account. No later than thirty (30) days prior to Tenant's scheduled opening for business at the Leased Area, Landlord shall provide Tenant with the identifying information needed to set up payments by EFT. The Federal Identification Number of the payee must be furnished to Tenant. Landlord's Federal Identification Number is \_\_\_\_\_.

**5. TAXES AND ASSESSMENTS.**

**5.01 Tenant's Obligation**

Tenant shall pay all real estate, ad valorem and/or personal property taxes imposed by any governmental authorities having jurisdiction over the Leased Area (collectively, "**Real Estate Taxes**") that (i) are assessed against the Leased Area or the improvements or personal property located thereon, and (ii) that accrue during the Demised Term, and any other taxes imposed on the Leased Area in lieu of such Real Estate Taxes during the Demised Term.

**5.02 Manner of Assessment**

If as of the date of this Lease the Leased Area is not separately assessed for Real Estate Taxes, Landlord shall use its best efforts to have the Leased Area separately assessed. If the Leased Area is assessed with some other portion of the Development for the purpose of Real Estate Taxes, then until the Leased Area is separately assessed Tenant shall pay a pro rata share of the Real Estate Taxes determined by multiplying the Real Estate Taxes for the entire Development by a fraction, the numerator of which is the number of square feet in the Leased Area and the denominator of which is the total number of square feet of gross leasable area in the Development. The parties agree that they shall make their best efforts in any re-appraisal of the Development any portion thereof such that only the Leased Area and other leased areas pursuant to separate leases between the parties shall be subject to Real Estate Taxes.

**5.03. Payment of Taxes**

Tenant agrees to pay all Real Estate Taxes for the Leased Area prior to their due date, provided that statements for such taxes and copies of the actual tax bills are received by Tenant so as to permit timely payment. If the Leased Area is separately assessed and local practice permits, Landlord shall cause the taxing authority to send the bill for the Real Estate Taxes on the Leased Area to Tenant, and Tenant shall pay directly to the taxing authority the Real Estate Taxes

on the Leased Area. If the taxing authority requires that payment be made by Landlord, Tenant shall pay to Landlord the amount of Tenant's tax obligation prior to the date on which such taxes are due. If the tax statement for the Real Estate Taxes on the Leased Area is sent to Landlord, Landlord shall forward the statement to Tenant promptly. Tenant shall not be liable for any penalties, surcharges or interest that may be incurred by Landlord or result from Landlord's failure to forward any tax bill to Tenant at least twenty (20) days before the date due. Landlord or Tenant shall, within thirty (30) days after written request from the other, provide satisfactory evidence of such payment. Landlord and Tenant may take the benefit of any law allowing taxes or assessments to be paid in installments.

#### ***5.04 Proration of Taxes***

The Real Estate Taxes for which Tenant is responsible shall be prorated between Landlord and Tenant as of the Commencement Date and the end of the Demised Term. For the year in which the Demised Term ends, Real Estate Taxes shall be prorated on the basis of one hundred percent (100%) of the previous Lease Year's taxes. Upon final assessment of Real Estate Taxes for the year in which the Demised Term ends, the tax proration will be adjusted to reflect the tax obligation of Tenant. If any Real Estate Taxes that are payable in periodic installments are levied on the Leased Area, Tenant shall pay only those installments or portions thereof that are attributable to the Demised Term.

#### ***5.05 Landlord's Obligation***

Landlord shall be responsible for the payment of all real estate taxes, assessments, taxes on rentals, charges and the like that may be imposed or become a lien on any portion of the Development other than the Leased Area. Nothing contained in this Lease shall be construed to require Tenant to pay or be liable for any gift, inheritance, estate, franchise, succession, transfer, income, profits, capital or similar tax, or any tax in lieu of any of the foregoing, imposed upon Landlord or the successors or assigns of Landlord. Tenant shall not be liable for any special assessments that are proposed, pending, laid, levied, assessed, imposed or due on the Leased Area or the Development as of the date of this Lease.

#### ***5.06 Right to Contest***

Tenant may in good faith, by appropriate proceedings and at Tenant's expense, contest any taxes for which Tenant is liable under this Lease or any valuation of property on which such taxes are based. Pursuant to Section 31.071 of the Texas Property Tax Code, Tenant may pay any contested taxes under protest. Any documents required to enable Tenant to effect the foregoing shall be executed and delivered by Landlord upon reasonable demand by Tenant and approval by Landlord.

## 6. COMMON AREA MAINTENANCE.

### 6.01. *Definition of Common Area.*

The term "Common Area" as used herein, shall mean and include the vehicle parking and other common areas of the Development, including, without limitation, any common roadways, service areas, driveways, areas of ingress and egress, sidewalks and other pedestrian ways, landscaped areas, utility systems and other facilities or areas in the Development that are designed and/or available for common use, but such term shall not include the Leased Area.

### 6.02. *Landlord's Obligations.*

(a) Landlord, at its sole cost and expense, shall install, maintain, repair and keep the Common Area in a neat, clean, and orderly condition consistent with the standards applicable to first-class retail or mixed-use developments within the trade area in which the Development is located. Landlord shall keep the Common Area properly lighted and secure until one (1) hour after Tenant's normal close of business each day. Landlord's obligations with respect to the Common Area shall include, without limitation, maintaining all common area parking and drive surfaces in a level, smooth and evenly colored condition and (as applicable) resurfacing same, painting, restriping, cleaning, sweeping, and removing snow and ice, mud and sand, papers, debris, filth and refuse. Landlord shall install, maintain, repair and (as necessary or appropriate) replace (i) all irrigation, fire protection, lighting, sewage, drainage and other systems and utilities as needed to service the Common Area, (ii) all reasonably necessary or appropriate pylon signs, tombstone signs, directional signs, markers, traffic islands, curbs and bumpers within the Common Area, and (iii) plants and other landscaping in the Common Area. Landlord shall repair any damage to the facilities in the Common Area and provide adequate security for the Common Area, including, to the extent necessary and/or appropriate, security guards.

(c) Subject to *Section 6.04* hereof, Landlord shall promptly pay all Common Area expenses and any and all amounts due to governmental bodies in connection with the Common Area.

(d) Notwithstanding anything to the contrary contained in this Lease, if, within thirty (30) days after written notice to Landlord, Landlord shall fail to fulfill its obligations in

connection with any Common Area lighting, landscaping, parking areas, or access routes within the Protected Area and/or the Development, Tenant may (but shall not be obligated to) perform such obligations on Landlord's behalf, in which event Tenant may recover from Landlord or (at Tenant's option) offset against subsequent payments to Landlord the amounts reasonably expended by Tenant for said purposes, together with interest thereon at the Interest Rate; but any such offset shall be subject to the "**Offset Limit**" as defined in *Section 10.02* hereof.

**6.03. Common Area Expenses.**

The term "Common Area Expenses" as used herein shall mean the amounts reasonably and actually expended by Landlord in performing Landlord's obligations under *Section 6.02* hereof.

**6.04. Tenant's Share of Common Area Expenses.**

(a) Tenant's share of Common Area Expenses ("**Tenant's Share of Common Area Expenses**") during the Term of this Lease shall be a pro rata share of the Common Area Expenses determined by multiplying the Common Area Expenses for the entire Development by a fraction, the numerator of which is the number of square feet in the Leased Area and the denominator of which is the total number of square feet of gross leasable area in the Development. Tenant's Share of Common Area Expenses for any partial Lease Year shall be prorated on the basis of a 365-day year.

**6.05. Intentionally Deleted.**

**6.06. Intentionally Deleted.**

**6.07. Common Maintenance Assessments.**

Landlord represents and warrants that the Leased Area is and as of the Commencement Date shall be subject to no covenants, conditions, deed restrictions, operating agreements, landowner agreements or other requirements, easements or the like that impose any assessment, impact fee or other charge for the amortization, use or common maintenance of any property, roadways, utility installations, landscaping or other improvements. If any such charge shall be imposed or apply during the Demised Term, it shall be paid by Landlord and shall not be included in Common Area Expenses.

**7. USE.**

**7.01. Use.**

The Leased Area may be used by Tenant for any lawful use.

**7.02. *Other Uses in the Development.***

Landlord shall not permit any other development in the Development other than Tenant's.

**8. DEMISED PREMISES MAINTENANCE, ALTERATIONS AND UTILITIES.**

**8.01. *Leased Area Maintenance.***

Tenant, at its sole cost and expense, shall keep the Leased Area, including all portions of the building, landscaping and equipment, in good condition and repair throughout the Demised Term. Tenant's liability for any single item of maintenance or repair during the last two (2) years of the Original Term, or, if Tenant exercises an Option, during the last two (2) years of the last actual Renewal Term, shall be limited to making such repairs as may be necessary to maintain the Leased Area and improvements in good condition by repairing or patching as opposed to making capital improvements or replacements.

**8.02. *Intentionally Deleted.***

**8.03. *Alterations by Tenant.***

Any alterations and additions to the Leased Area that Tenant may deem necessary during the Demised Term may be made by Tenant, at Tenant's sole cost and expense.

**8.04. *Utilities.***

Tenant shall pay for all utility usage by Tenant in the Leased Area during the Demised Term. Landlord shall not interrupt any utility services to the Leased Area unless (i) such interruption is necessitated by the need to make emergency repairs or (ii) Landlord schedules any necessary repair work with Tenant's general manager at the Leased Area at least seventy-two (72) hours in advance. Such repairs shall, to the extent possible, be made only during hours when Tenant is not open for business to the public. Landlord shall immediately give notice to Tenant of an impending interruption of any utility services to the Leased Area. Landlord shall use its best efforts to minimize and promptly cure all utility interruptions that are caused by Landlord or subject to Landlord's control. Notwithstanding anything to the contrary contained in this Lease, if Landlord fails to cure a utility interruption within twenty-four (24) hours after it occurs, and if such interruption is caused by Landlord or subject to Landlord's control, Tenant may (but shall not be obligated to) take such steps as are necessary to cure such interruption, in which event Tenant shall be entitled to recover from Landlord or deduct from subsequent rent payments the amounts reasonably expended by Tenant for said purposes, together with interest thereon at the Interest Rate

specified in *Section 16.13*; but any such offset shall be subject to the Offset Limit (as defined in *Section 10.02*).

**8.05. Hazardous Substances.**

A "Hazardous Substance" shall mean any petroleum product, asbestos product or any other material, substance or waste that is recognized as being hazardous or dangerous to health or the environment by any federal, state or local agency having jurisdiction over the Leased Area. Landlord represents and warrants (i) that it has never placed, generated, stored, handled or disposed of any Hazardous Substance in or about the Leased Area; and (ii) that, to the best of its knowledge, Landlord is not aware of the existence, placement, generation, storage, handling or disposal of any Hazardous Substance in or upon the Leased Area at any time by anyone else. Landlord shall indemnify and hold Tenant harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorney's fees, arising out of any Hazardous Substance in existence in or upon the Leased Area prior to the date of this Lease. Tenant agrees not to generate, store, handle or dispose of any Hazardous Substance in or upon the Leased Area during the Demised Term of the Lease. In the event, however, that any substance used in Tenant's business shall, during the Demised Term, become designated as a Hazardous Substance, then Tenant shall, to the extent practicable, discontinue use of the substance in or upon the Leased Area. If it is not practicable for Tenant to discontinue such use, then Tenant agrees that it shall only continue use of the Hazardous Substance in or upon the Leased Area in a manner consistent with all standards and regulations. Tenant shall indemnify and hold Landlord harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorney's fees, arising out of the use of any Hazardous Substance by Tenant at the Leased Area.

**8.06. Liens.**

Landlord and Tenant shall use their best efforts to prevent the creation of any lien against the Leased Area on account of labor or materials furnished in connection with any construction, maintenance, repairs or alterations each shall undertake. If any such lien is filed against the Leased Area, the party contracting for such work (the "**Contracting Party**") shall cause such lien to be released within ninety (90) days after actual notice of the filing thereof or shall furnish to the other party a bond or other security reasonably satisfactory to the other, conditioned to indemnify the other against the foreclosure of such lien. The Contracting Party shall have the right, after notice to the other, to contest in good faith and with due diligence any such lien and shall not be required to

pay any claim secured by such lien; provided that (i) such lien would not impair the rights or be satisfied out of the interest of the other in the Leased Area by reason of such delay, and (ii) the Contracting Party will at its expense defend the other and pay all costs reasonably incurred by the other relating to the contest.

## 9. INSURANCE AND LIABILITY.

### 9.01. *Tenant's Insurance Coverage.*

#### (a) *Intentionally Deleted.*

(b) *Liability Insurance.* Tenant shall maintain or cause to be maintained commercial general liability insurance), covering loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property by reason of the use and occupancy of the Leased Area by Tenant, Tenant's subtenant and Invitees. Such insurance shall have limits of at least One Million Dollars (\$1,000,000.00) per occurrence primary coverage, bodily injury and property damage combined, with Three Million Dollars (\$3,000,000.00) excess coverage.

(c) *Property Insurance.* Tenant shall maintain or cause to be maintained all-risk property insurance on all improvements constructed by Tenant on the Leased Area (excluding footings, foundations, paved areas and Tenant's Fixtures and Equipment) in amounts equal to one hundred percent (100%) of their full replacement cost.

### 9.02. *Additional Insured/Loss Payee.*

Landlord shall be named as an additional insured party, as Landlord's interest may appear, under Tenant's policies of commercial general liability insurance for the Leased Area.

### 9.03. *Certificates of Insurance.*

Tenant shall furnish or cause to be furnished a certificate from Tenant's insurance carrier(s) certifying that the insurance coverage that Tenant is required to maintain under this Lease is in force.

### 9.04. *Cancellation of Policies.*

Tenant's insurance coverage shall not be subject to cancellation or termination without at least thirty (30) days prior written notice to Landlord.

### 9.05. *Mutual Waiver of Subrogation.*

Landlord and Tenant and their successors in interest hereby waive any legal rights each may later acquire against the other party for the loss of or damage to their respective property or to

property in which they may have an interest, which loss or damage is caused by an insured hazard arising out of or in connection with the Leased Area during the Demised Term.

**9.06. Indemnification of Landlord.**

Tenant shall defend and save Landlord harmless from any and all losses which may occur with respect to any person or persons, property or chattels on the Leased Area, or to the property itself, resulting from Tenant's acts or omissions, except (i) when such loss results from a default by Landlord under this Lease or the willful conduct or negligent act or omission of Landlord, its agents, employees, or contractors, or (ii) to the extent of any insurance proceeds received (or receivable) by Landlord or payable under Landlord's insurance. Tenant shall have the right to select and direct the attorneys handling such proceedings.

9.07. Intentionally Deleted.

**10. DEFAULT AND REMEDIES.**

**10.01. Default by Tenant.**

(a) Tenant shall be in default under this Lease if: Tenant fails to make any payment or to perform any of its other obligations as required by this Lease or if Tenant otherwise breaches any of its covenants, representations or warranties, and Tenant does not cure such failure or breach within the Applicable Grace Period (as defined in *Section 10.03*).

**10.02. Default by Landlord.**

If Landlord fails to perform any of its obligations as required by this Lease or if Landlord has otherwise breached any covenant, representation or warranty, and if Landlord shall fail to cure such misrepresentation or failure within the Applicable Grace Period, then Tenant shall have its rights and remedies at law or in equity.

**10.03. Applicable Grace Period.**

Except as may be provided elsewhere in this Lease, the grace period for curing a party's failure to perform its obligations under this Lease (the "**Applicable Grace Period**") shall be:

(i) for failure to perform any covenant to pay money or for any breach that adversely affects the normal operation of Tenant's or its subtenant's business at the Leased Area, ten (10) days after the non-performing or breaching party's receipt of notice from the other party specifying such nonperformance or breach; and

(ii) for failure to perform any other obligation under this Lease, thirty (30) days after the non-performing party's receipt of notice specifying such nonperformance; provided, however, failure to perform any such obligation which may not reasonably be cured within thirty (30) days shall not be considered a default if the nonperforming party, within said thirty (30) day period, institutes good faith efforts to cure said non-performance and diligently prosecutes said efforts to completion.

***10.04. Intentionally Deleted.***

**11. DAMAGE TO DEMISED PREMISES.**

***11.01. Restoration of the Leased Area.***

If the improvements on the Leased Area are damaged or destroyed during the Demised Term, then, except as otherwise provided in *Section 11.02* hereof, Tenant, shall cause the repair, restoration or rebuilding of the improvements constructed by Tenant or Tenant's tenants on the Leased Area to the extent of available insurance proceeds, to substantially the condition they were in immediately prior to such damage or destruction. All such repair, restoration or rebuilding shall be performed with due diligence in a good and workmanlike manner and in accordance with applicable law and plans and specifications for such work reasonably approved by Landlord and Tenant.

***11.02. Option Not to Restore.***

Notwithstanding *Section 11.01* hereof, if during the last two (2) years of the Original Term or during the last two (2) years of any Renewal Term the Leased Area is damaged in an amount equal to fifty percent (50%) or more of the replacement cost of the improvements constructed by Tenant on the Leased Area (exclusive of footings, foundations and paved areas), Tenant shall not be required to rebuild or restore the improvements on the Leased Area, and any amounts payable under Tenant's insurance policies shall belong to Tenant. Tenant may terminate this Lease by giving Landlord written notice of termination within sixty (60) days after the occurrence of such damage or destruction; provided that Tenant shall raze the building, remove all scrap and debris and return the Leased Area to a cleared and level-graded condition..

## 12. EMINENT DOMAIN.

### *12.01. The Taking.*

Landlord shall promptly notify Tenant if Landlord receives notice of the intention of any authority to appropriate, take or condemn any portion of the Leased Area and/or any improvements constructed thereon or the Development for public or quasi-public use under any right of eminent domain, condemnation or other law (collectively, a "Taking"). In the event of a Taking, any award, settlement or proceeds shall be distributed to the parties and Tenant's subtenant in proportion to the value of their respective interests in the Leased Area and the improvements constructed thereon. In any proceedings concerning a Taking, the parties and Tenant's subtenant shall represent their own interests and shall present and prosecute their own claims for damages insofar as possible. If the parties and subtenant are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their claim, and all costs thereof shall be paid by the parties and subtenant in proportion to the amount of the award, settlement or sale proceeds that each receives.

### *12.02. Settlement.*

Any apportionment of the final award or settlement of damages entered into by Landlord and Tenant shall be binding upon the parties. If no such apportionment is made, the parties shall agree on the value of their respective interests and distribution shall be made in accordance with such agreement. If the parties are unable to agree on the value of their respective interests, the parties agree to proceed forthwith to arbitrate the issue in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

### *12.03. Tenant's Option.*

Tenant shall have the right to terminate this Lease with respect to the portion of the Leased Area affected upon sixty (60) days' notice to Landlord if such Taking will result in (i) the loss of all of the building on the Leased Area or an exterior wall thereof; (ii) a limitation of access to the Leased Area or the Development preventing or materially affecting the operation of Tenant's business at the Leased Area; (iii) the loss of all or a portion of the parking area of the Leased Area, which loss prevents or substantially affects the operation of Tenant's business in the Leased Area; or (iv) the remaining portion of the Leased Area being, in Tenant's reasonable judgment, unusable by Tenant in the operation of its business. Such termination shall not be deemed to terminate this

Lease for purposes of Tenant's prosecuting and receiving an award or settlement for damages as provided for in this Article 12.

**12.04. Partial Taking.**

If a Taking is less than described in *Section 12.03* or if Tenant elects not to terminate this Lease in accordance with *Section 12.03*, this Lease shall continue and Tenant shall proceed diligently to restore the improvements on the Leased Area. All proceeds from the award or settlement (including any proceeds payable to Landlord) shall first be applied to the restoration of the improvements on the Leased Area and thereafter as described in *Section 12.01*. If such proceeds are not made available to Tenant for such restoration, Tenant shall have the right to terminate this Lease without further obligation. Rent shall be abated during any period in which the Tenant's business on the Leased Area is closed for restoration and thereafter reduced to fairly reflect any reduction in Tenant's business as a result of the Taking.

**12.05. Temporary Taking.**

If a Taking shall be for a period of less than six (6) months, this Lease shall continue in full force and effect, the rent and other charges shall abate, and any award or settlement shall belong solely to Tenant.

**13. TITLE TO PREMISES.**

**13.01. Warranty.**

Landlord represents and warrants to Tenant:

(a) That Landlord owns the Leased Area in fee simple absolute, free and clear of all encumbrances except such mortgages or deeds of trust (collectively "**Mortgages**") that Landlord may place on the Leased Area and that do not interfere with Tenant's rights under this Lease or Tenant's contemplated construction and/or use of the Leased Area;

(b) That there is no legal impediment to Tenant's contemplated construction and/or use of the Leased Area and Common Area as set forth in this Lease

(c) That the Leased Area is and shall be subject to no leases, easements, covenants, restrictions or the like which would prevent or interfere with Tenant's contemplated construction and/or use of the Leased Area; and

(d) That Landlord has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, and to

grant the estate herein demised, with no other person needing to join in the execution hereof in order for this Lease to be binding on Landlord.

**13.02. Title Review.**

(a) Upon execution of this Lease Landlord shall order from a title company acceptable to Tenant (the "**Title Company**"), for delivery to Tenant within twenty (20) days after the date of this Lease, a commitment for a policy of leasehold title insurance setting forth the state of title to the Leased Area and all exceptions thereto that would appear in such a policy. Tenant may advise Landlord of any unacceptable exceptions in the Commitment, and Landlord shall undertake to eliminate or modify such unacceptable exceptions to Tenant's reasonable satisfaction. If Landlord does not eliminate or modify such unacceptable exceptions within thirty (30) days after being advised of same, Tenant may terminate this Lease. Failure of Tenant to object to any exceptions in the Commitment shall not constitute a waiver of any of Tenant's rights under any other provision of this Lease.

(b) Landlord, at Landlord's sole cost and expense, shall procure an ALTA Form B policy of leasehold title insurance (the "**Title Policy**") insuring the leasehold estate to the Leased Area to Tenant and Tenant's rights under this Lease with respect to the use of the Common Areas or appurtenant easements, if applicable. The Title Policy shall be in an amount equal to Tenant's insurable interest in the Leased Area and shall be issued promptly after completion of Tenant's title review. If Landlord fails to pay for the Title Policy, Tenant shall have the right to pay the cost of the Title Policy and deduct the cost (together with interest thereon at the Interest Rate specified in *Section 16.13*) from the next due payment(s) of rent.

**13.03 Defense of Title and Quiet Enjoyment.**

Landlord warrants unto Tenant and agrees to defend the Leased Area against the claim of all persons whomsoever, and if Tenant shall discharge the obligations herein set forth to be performed by Tenant, Tenant shall, during the Demised Term, have lawful, quiet and peaceful possession and occupation of the Leased Area and shall enjoy all of the rights herein granted without any let, hindrance, ejection, molestation or interference by any person.

**13.04 Title to Tenant's Improvements.**

Notwithstanding any other provision of this Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that title to and ownership of the Tenant's Improvements shall be vested in Tenant during the Demised Term.

## 14. ASSIGNMENT AND SUBLETTING.

### *14.01. Assignment by Tenant.*

(a) Tenant may assign this Lease and sublease any part of the Leased Area or permit any other persons to occupy same without the prior written consent of Landlord.

### *14.02. Transfer by Landlord.*

In the event of the transfer and assignment by Landlord of its interest in this Lease to a person or other entity expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released prospectively from any further obligations hereunder, and Tenant agrees to look solely to Landlord's successor for performance of such obligations; provided, however, that Landlord shall remain liable for the performance of Landlord's obligations under Exhibit E of this Lease.

### *14.03. Right of First Refusal.*

Landlord hereby grants to Tenant a right of first refusal with respect to any sale by Landlord of all or a portion of the Leased Area. Landlord shall give Tenant at least forty-five (45) days' prior written notice of the proposed terms of any such sale, together with a copy of the proposed purchase and sale documents, and Tenant shall, if it elects to do so, exercise its first right of refusal by notifying Landlord in writing, within forty-five (45) days of Tenant's receipt of such purchase and sale documents, of Tenant's election to exercise its right of first refusal.

## 15. NON-DISTURBANCE, SUBORDINATION, AND ATTORNMENT.

### *15.01. Memorandum of Lease.*

This Lease shall not be recorded. Landlord and Tenant shall execute and acknowledge a memorandum of lease simultaneously with their execution of this Lease, and either party may record such memorandum at the recording party's expense. If it becomes necessary to revise the initial memorandum of lease after it is executed, Landlord and Tenant shall, within ten (10) days after request made by either party, execute, acknowledge and deliver to the requesting party an amended memorandum of lease, which either party may record at the recording party's expense. Within thirty (30) days after the Commencement Date, Landlord and Tenant shall execute, acknowledge and deliver a supplementary memorandum of lease, in recordable form, certifying the Commencement Date and Original Term. At the end of the Demised Term, Landlord and Tenant

shall execute, acknowledge and deliver the necessary documents to release of record any such memorandum of lease and any supplementary memorandum of lease.

**15.02. Non-Disturbance Agreement.**

Landlord shall cause (i) any party holding a mortgage or deed of trust on any portion of the Development and(ii) any party (if other than Landlord) owning the Leased Area or having a leasehold estate or interest therein that is superior to Tenant's leasehold estate in the Leased Area to execute and deliver to Tenant a non-disturbance, subordination and attornment agreement in the form attached hereto as Exhibit D within thirty (30) days of the date of this Lease (or within thirty (30) day's after the execution of a mortgage or deed of trust or conveyance that is entered into after the date of this Lease).

**16. MISCELLANEOUS.**

**16.01. Waivers.**

No waiver of any condition or covenant in this Lease by either party shall constitute a future waiver of the same or any other condition or covenant of this Lease.

**16.02. Notices.**

Unless otherwise provided in this Lease, all notices required under this Lease to Landlord or Tenant shall be in writing and shall be addressed to the addresses indicated on page 1 hereof or to any other address that Landlord or Tenant may designate in a notice to the other party given at least thirty (30) days in advance. Invoices, bills and the like from Landlord to Tenant shall be sent to the attention of the Treasurer of Tenant; all other notices from Landlord to Tenant shall be sent to the attention of Tenant's General Counsel. All notices shall be deemed to be properly served if delivered to the appropriate address by hand delivery, registered or certified mail (with postage prepaid and return receipt requested), courier, telegram, electronic transmission or similar methods of communication (provided that there is independent verification of delivery). Date of service of a notice served by mail shall be the date of receipt or refusal of receipt.

**16.03. Relationship of Parties.**

Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any relationship between the parties hereto other than that of landlord and tenant.

***16.04. Construction.***

Whenever a word appears herein in its singular form, such word shall include the plural; and the masculine gender shall include the feminine and neuter genders. This Lease shall be construed without reference to the titles of Articles, Sections or Clauses, which are inserted for convenient reference only. This Lease shall be construed without regard to any presumption or other rule permitting construction against the party causing this Lease to be drafted and shall not be construed more strictly in favor of or against either of the parties hereto.

***16.05. Consent.***

Whenever it is necessary under the terms of this Lease for either party to obtain the consent or approval of the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

***16.06. Certificate of Performance.***

Within twenty (20) days after receipt of a written request from the other, Landlord and Tenant shall execute, acknowledge and deliver a statement in writing certifying whether this Lease is unmodified and in full force and effect (or if modified, whether the same is in full force and effect as so modified), whether any conditions to the enforceability of this Lease remain unsatisfied, the dates to which rent, charges or other performances have been paid or completed, and such other facts as either party may reasonably request.

***16.07. Governing Law.***

This Lease shall be construed and enforced in accordance with the laws of the State of Texas.

***16.08. Invalidity or Inapplicability of Clause.***

If any term or provision of this Lease or the application thereof is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision shall be valid and enforceable to the fullest extent permitted by law.

***16.09. Force Majeure.***

If either party hereto is delayed or prevented from the performance of any act required hereunder or the satisfaction of any condition contained herein by reason of an act of God, strike, lockout, labor troubles, plan approval delay, inability to procure materials, restrictive governmental laws or regulations, adverse weather, unusual delay in transportation, delay by the other party or other cause beyond the control of the party obligated to perform (financial inability excepted), then upon notice to the other party the period for the performance of such act or the satisfaction of such condition shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall make good faith efforts to remedy the cause of delay and to resume performance. Nothing in this Section shall excuse Tenant from the prompt payment of any rental or other charges required of Tenant hereunder, except as may be expressly provided elsewhere in this Lease and except where the Commencement Date of this Lease is

delayed, in which latter case rent and other lease charges shall not begin to accrue until the date of such delayed Commencement Date.

**16.10. Successors or Assigns.**

Except as otherwise specified in this Lease, the provisions contained in this Lease shall run with the land and bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns. Any references in this Lease to Landlord and Tenant shall be deemed to include their respective successors and assigns.

**16.11. Disputes.**

If a dispute arises over any money to be paid by one party to the other or any work to be performed by either of them under the provisions of this Lease, the party against whom the obligation to pay or to perform is asserted shall have the right to make payment or perform such work and pay the cost thereof "under protest." Payment or performance "under protest" shall not be regarded as a voluntary payment or performance, and the right of the protesting party to institute suit to recover the amount paid "under protest" shall survive. Should any party be entitled to recover the amount paid "under protest" or any portion thereof, said amount shall bear interest at the Interest Rate specified in *Section 16.13* hereof, from the date on which such payment was made until the date on which reimbursement is received.

**16.12. Arbitration / Attorney's Fees.**

Any dispute, claim or controversy arising out of or relating to this Lease or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Lease to arbitrate, shall be determined by final and binding arbitration in San Antonio, Texas. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and this Lease shall be construed and enforced in accordance with the laws of the state of Texas. Judgment on any award may be entered in any court having appropriate jurisdiction. The foregoing provisions shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, including temporary restraining orders, injunctions or the like.

If Landlord or Tenant brings an action against the other in order to enforce any provision of this Lease or as a result of an alleged default under this Lease, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs of court from the other party. If the plaintiff in any such action unilaterally dismisses such an action or withdraws same prior to a final adjudication and without a settlement agreement between the parties, the defendant in such an action shall be deemed to be the prevailing party for purposes of this Section 16.12.

**16.13. Interest Rate.**

Except where a different rate of interest is expressly provided for elsewhere in this Lease, interest payable under this Lease shall be paid at an annual rate (the “**Interest Rate**”) equal to the lesser of (i) the prime interest rate charged by Citibank, N.A. plus two percent (2%), or (ii) the highest interest rate permitted by law.

***16.14. Entire Agreement; Representations.***

This Lease embodies the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Landlord and Tenant have neither made nor relied upon any promises, representations or warranties in connection with this Lease that are not expressly set forth in this Lease. In entering into this Lease, Landlord and Tenant have relied on the representations and warranties contained in this Lease.

***16.15. Modification.***

This Lease may not be modified except by a written agreement signed by both of the parties, which in Tenant’s case shall require the signature of the president or a corporate vice president of Tenant.

***16.16. No Broker.***

Landlord and Tenant represent and warrant that they have not dealt with any real estate agent or broker in connection with this transaction and each agrees to indemnify and save the other harmless from and against all liability, damage, loss, cost and expense incurred by reason of the indemnitor’s breach of said representation and warranty.

***16.17. Liquor License.***

Landlord and Tenant shall cooperate in obtaining and renewing the liquor license referred to in *Section 2.08* hereof, such cooperation to include, if required by law to enable Tenant to obtain or renew such license, the qualification of Landlord as an ancillary licensee.

***16.18. Intentionally Deleted.***

***16.19. Confidentiality.***

Landlord and Tenant covenant that to the extent possible, each will keep confidential any financial information concerning the other party’s business and affairs pursuant to this Lease and the economic terms of this Lease and will not disclose any such information to the public or any

competitor of the other party; provided, however, either party may disclose such information as necessary in litigation between Landlord and Tenant or as required by law or court order.

**16.20. Date of Lease.**

All references to the "date of this Lease," the "date hereof," and the like shall be deemed to be the date on which this Lease is executed by the last party to sign the Lease. If Landlord and Tenant execute this Lease on different dates, the party that signs on the later date shall enter that date by hand in the preamble of this Lease on page 1 hereof.

(END OF TEXT – SIGNATURES FOLLOW)

EXECUTED by Landlord:

**LANDLORD:**

\_\_\_\_\_, 20\_\_

JEFFERSON COUNTY, TEXAS

ATTEST:

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

\_\_\_\_\_

\_\_\_\_\_  
(Title)

EXECUTED by Tenant:

**TENANT:**

\_\_\_\_\_, 20\_\_

ACCELERATED DEVELOPMENT OPERATING  
COMPANY, LLC

ATTEST:

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

\_\_\_\_\_

**EXHIBIT B**  
**LEGAL DESCRIPTION OF DEMISED PREMISES**

[NOTE: TO BE PREPARED BY  
LANDLORD AND ATTACHED AT A LATER  
DATE BY MUTUAL AGREEMENT OF BOTH  
PARTIES]

THE DEMISED PREMISES SHALL CONSIST OF the area described by metes and bounds as follows:

[Here insert a metes and bounds description of the area within the dashed line shown on Exhibit A of this Lease.];

**EXHIBIT C**  
**LEGAL DESCRIPTION OF DEVELOPMENT**

[NOTE: TO BE PREPARED BY  
LANDLORD AND ATTACHED AT A  
LATER DATE BY MUTUAL  
AGREEMENT OF THE PARTIES.]

**EXHIBIT D**  
**SUBORDINATION, ATTORNMENMENT AND**  
**NON-DISTURBANCE AGREEMENT**

THIS AGREEMENT made and entered into the day of , 20\_, by and between (hereinafter called 'Tenant'), (hereinafter called "Ground Lessor"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter called "Lender"),

WITNESSETH:

WHEREAS, the Ground Lessor is owner of the fee simple title to the premises situated at known as and more particularly described in the Ground Lease dated \_\_\_\_\_, between Ground Lessor and \_\_\_\_\_, Ground Lessee (hereinafter called Landlord), for a term of \_\_\_\_\_ years, which Lease is recorded in \_\_\_\_\_ (hereinafter called Ground Lease), and

WHEREAS, Landlord entered into a Sublease with Tenant dated \_\_\_\_\_, by which Landlord leased to Tenant space located in the aforesaid premises, and

WHEREAS, Lender as a condition to making a mortgage loan on said premises has requested the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Lender to make said mortgage loan upon said premises and in consideration of the sum of \$1.00 by each of the parties hereto paid to the other, receipt of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Ground Lessor agrees that so long as Tenant is not in default in the payment of rent or additional rent, or in the performance of any of the terms, covenants and conditions of the Sublease on the Tenant's part to be performed, [in either event beyond any period given to cure such default Tenant's possession of the premises and its tights and privileges under the Sublease, or any renewal thereof, shall not be diminished or interfered with by Ground Lessor.
2. So long as Tenant is not in default (beyond any period given to cure such default) in the performance of any of the terms, covenants, or conditions of said Sublease on the Tenant's pan to be performed, Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under said Sublease in the event of default under the mortgage or otherwise.
3. Tenant agrees that in the event said Ground Lease is terminated for any reason other than the expiration of the term or any extension of the term thereof, or in the event any proceedings are brought for the foreclosure of said mortgage, it does hereby attorn to the Ground Lessor its successors and assigns (successors and assigns being herein defined to include Lender and/or purchaser at any foreclosure sale of the premises), said Ground Lessor, its successors and assigns being deemed to have assumed and agreed to be bound, as substitute lessor, by the terms and conditions of said Sublease until the resale or other disposition of the interest of the Ground Lessor, its successors and assigns in said premises, except that such assumption shall not be deemed of itself an

acknowledgment by the Ground Form prepared by other counsel in prior CLE materials several years ago; source no longer Lessor, its successors and assigns, of the validity of any then existing claims of Tenant against the prior Landlord; all rights and obligations under said Sublease to continue as though said Ground Lease had not terminated or such foreclosure proceedings had not been brought, except as aforesaid.

- 4. Tenant's attornment by these presents is effective and self-operative without the execution of any other instruments on the pan of the parties hereto immediately upon such substitute lessor succeeding to the interest of the Landlord under said Sublease provided however, that Tenant shall be under no obligation to pay rent to such substitute lessor until Tenant receives written notice from such substitute lessor that it has succeeded to the interest of the Landlord under the said Sublease.
- 5. Tenant hereby waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give it any right or election to terminate or otherwise adversely affect its said Sublease and the obligations of Tenant thereunder by reason of the termination of said Ground Lease or any foreclosure proceeding.
- 6. This agreement may not be altered, modified, or amended except in writing signed by all the parties hereto.
- 7. this agreement shall he binding upon the parties, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

\_\_\_\_\_

**LANDLORD:**

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

\_\_\_\_\_

**MORTGAGEE:**

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

**ATTEST:**

\_\_\_\_\_

**TENANT:**

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

**EXHIBIT E**  
**CONSTRUCTION**

1. General.

1.1. Landlord Construction. Landlord at its sole cost and expense shall be responsible for installing a mutually acceptable drainage system for the Leased Area and shall provide water and sewer connections to the Leased Area at mutually agreed locations.

1.2. Tenant Construction. Tenant shall construct or cause to be constructed improvements (hereinafter collectively referred to as the "**Tenant's Improvements**") on the Leased Area in accordance with the Airport Master Plan Design Standards attached hereto and the Federal Aviation Administration Grant Assurances Standards attached hereto.

2. Site Information.

2.1. Site Plan and Survey. Upon full execution of this Lease, Landlord shall, furnish Tenant, to the extent in Landlord's possession:

- (a) Site Plan. Any site plan, Survey or the like of the Leased Area
- (b) Survey. Any surveys of the Leased Area
- (c) Any Phase I, Phase II or other geotechnical soil reports of the Leased Area.
- (d) Any soil compaction reports or studies of the Leased Area.

3.2. Permits; Compliance. Tenant shall apply or cause the application to the appropriate governmental authorities for all permits and approvals necessary for the work to be done by Tenant within the Leased Area, for all permits and approvals necessary for the clearing and grading the Leased Area (including any demolition or tree removal permits), construction of the compacted soils on the Leased Area, extension of utilities to the Leased Area (including any easements, licenses or rights-of-way that must be granted or obtained in connection therewith), and construction of the Common Area and the remainder of the Development. All such applications shall be made in a timely manner so that the necessary permits and approvals may be obtained prior to the deadlines set forth in this Lease.

4. Course of Construction.

4.1. Access; Schedule; Storage. Tenant may enter the Leased Area for the purpose of inspecting, surveying, making engineering studies, doing soils tests or the like. Landlord shall provide Tenant adequate access to the Leased Area for the purpose of transporting personnel, equipment and supplies to the Leased Area (including, if necessary, a heavy-haul accessway consisting of gravel, rock or a binder course of paving).

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET ADMENDMENT  
**DATE:** DECEMBER 9, 2013

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The attached FY 2013 budget amendment for is necessary for the transfer to the Capital Project Fund 311 as discussed during budget hearing. Please call if you have any questions.

Budget Amendment  
 Transfer to Capital Project Fund 311  
 Fiscal Year 2012-2013

Account Number				Account Description	Increase	Decrease
120	0000	491	80	6 TRANSFERS OUT - CAPITAL PROJECTS	\$ 5,000,000	
110	2027	412	30	78 OFFICE SUPPLIES		\$ 8,826
110	2027	412	30	84 MINOR EQUIPMENT		3,000
110	2027	412	50	7 MEALS		2,589
110	2027	412	50	8 COURT REPORTER RELIEF		4,500
110	2027	412	50	20 GRAND JURORS		7,642
110	2027	412	50	55 PETIT JURORS		21,197
111	102	431	10	5 EXTRA HELP		12,145
111	102	431	10	28 LABORERS		38,799
111	102	431	20	1 F.I.C.A. EXPENSE		4,678
111	102	431	20	2 EMPLOYEES' RETIREMENT		8,123
111	102	431	20	3 EMPLOYEES' INSURANCE		14,464
111	102	431	30	1 ASPHALT		9,248
111	102	431	30	79 CRUSHED STONE		8,944
111	102	431	30	80 COVER STONE		3,364
111	105	431	30	34 DIESEL FUEL		6,958
111	105	431	40	9 BUILDINGS AND GROUNDS		2,389
111	105	431	40	18 ROAD MACHINERY		3,497
111	105	431	40	56 ELECTRICITY		2,548
112	202	431	10	5 EXTRA HELP		14,450
112	202	431	10	28 LABORERS		4,514
112	202	431	10	98 OVERTIME ALLOWANCE		3,945
112	202	431	20	1 F.I.C.A. EXPENSE		5,220
112	202	431	20	2 EMPLOYEES' RETIREMENT		5,961
112	202	431	20	3 EMPLOYEES' INSURANCE		3,983
112	205	431	30	34 DIESEL FUEL		5,279
112	205	431	30	37 GASOLINE		3,813
112	205	431	40	9 BUILDINGS AND GROUNDS		2,261
112	205	431	40	56 ELECTRICITY		2,445
113	301	431	10	98 OVERTIME ALLOWANCE		4,121
113	302	431	10	5 EXTRA HELP		5,289
113	302	431	10	28 LABORERS		54,395
113	302	431	20	1 F.I.C.A. EXPENSE		6,734
113	302	431	20	2 EMPLOYEES' RETIREMENT		9,672
113	302	431	20	3 EMPLOYEES' INSURANCE		19,987
113	302	431	30	15 CEMENT, CONCRETE, ETC.		2,500
113	302	431	30	74 SAND/DIRT		2,352
113	302	431	30	79 CRUSHED STONE		35,800
113	302	431	50	53 RENT-EQUIPMENT		5,971
113	305	431	30	34 DIESEL FUEL		2,532
113	305	431	30	84 MINOR EQUIPMENT		7,778
113	305	431	40	8 AUTOMOBILES AND TRUCKS		5,288

Budget Amendment  
 Transfer to Capital Project Fund 311  
 Fiscal Year 2012-2013

Account Number					Account Description	Increase	Decrease
113	305	431	40	11	EQUIPMENT- MISCELLANEOUS		2,625
113	305	431	40	18	ROAD MACHINERY		8,543
113	305	431	40	56	ELECTRICITY		2,233
113	306	431	30	15	CEMENT, CONCRETE, ETC.		4,904
113	306	431	30	99	MISCELLANEOUS SUPPLIES		2,955
113	307	431	20	5	UNEMPLOYMENT COMPENSATION		2,882
113	307	431	50	62	TRAVEL EXPENSE		3,184
114	401	431	10	2	ASSISTANTS & CLERKS		9,241
114	401	431	10	9	FOREMAN		31,533
114	401	431	20	1	F.I.C.A. EXPENSE		4,234
114	401	431	20	2	EMPLOYEES' RETIREMENT		6,463
114	401	431	20	3	EMPLOYEES' INSURANCE		6,059
114	402	431	10	5	EXTRA HELP		10,359
114	402	431	10	28	LABORERS		72,228
114	402	431	20	1	F.I.C.A. EXPENSE		8,159
114	402	431	20	2	EMPLOYEES' RETIREMENT		7,123
114	402	431	20	3	EMPLOYEES' INSURANCE		3,476
114	402	431	50	77	CONTRACTUAL SERVICE		2,749
114	407	431	50	99	MISCELLANEOUS		3,235
114	409	431	60	11	ROAD MACHINERY		13,364
115	501	431	10	1	DEPARTMENT HEAD		4,623
115	501	431	10	2	ASSISTANTS & CLERKS		17,198
115	501	431	20	1	F.I.C.A. EXPENSE		3,099
115	501	431	20	2	EMPLOYEES' RETIREMENT		3,382
115	501	431	20	3	EMPLOYEES' INSURANCE		16,719
115	501	431	50	77	CONTRACTUAL SERVICE		5,990
116	604	452	50	99	MISCELLANEOUS		4,756
116	606	452	40	9	BUILDINGS AND GROUNDS		6,392
116	606	452	40	56	ELECTRICITY		7,967
116	606	452	40	57	WATER AND SEWER		3,338
116	606	452	50	77	CONTRACTUAL SERVICE		9,100
116	611	452	30	1	ASPHALT		2,900
120	1011	415	10	2	ASSISTANTS & CLERKS		52,706
120	1011	415	10	94	LONGEVITY PAY		7,508
120	1011	415	20	1	F.I.C.A. EXPENSE		13,305
120	1011	415	20	2	EMPLOYEES' RETIREMENT		8,191
120	1011	415	20	3	EMPLOYEES' INSURANCE		26,604
120	1011	415	30	78	OFFICE SUPPLIES		3,812
120	1011	415	30	84	MINOR EQUIPMENT		2,575
120	1011	415	40	52	POSTAGE		16,184
120	1011	415	50	1	ADVERTISING		6,773
120	1011	415	50	77	CONTRACTUAL SERVICE		10,519

Budget Amendment  
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Account Number				Account Description	Increase	Decrease
120	1011	415	60	2 COMPUTER EQUIPMENT		3,682
120	1012	415	10	2 ASSISTANTS & CLERKS		18,509
120	1012	415	20	1 F.I.C.A. EXPENSE		2,830
120	1012	415	20	2 EMPLOYEES' RETIREMENT		3,601
120	1012	415	20	3 EMPLOYEES' INSURANCE		3,018
120	1012	415	50	77 CONTRACTUAL SERVICE		4,016
120	1013	415	10	2 ASSISTANTS & CLERKS		18,697
120	1013	415	10	5 EXTRA HELP		3,960
120	1013	415	50	62 TRAVEL EXPENSE		3,133
120	1013	415	50	77 CONTRACTUAL SERVICE		3,987
120	1014	414	10	2 ASSISTANTS & CLERKS		8,752
120	1014	414	10	5 EXTRA HELP		3,528
120	1014	414	10	94 LONGEVITY PAY		2,574
120	1014	414	20	1 F.I.C.A. EXPENSE		4,814
120	1014	414	20	3 EMPLOYEES' INSURANCE		9,578
120	1015	413	10	2 ASSISTANTS & CLERKS		5,102
120	1015	413	10	98 OVERTIME ALLOWANCE		3,731
120	1015	413	50	29 ATTORNEY		36,946
120	1015	413	50	77 CONTRACTUAL SERVICE		13,723
120	1017	415	10	1 DEPARTMENT HEAD		2,358
120	1017	415	10	2 ASSISTANTS & CLERKS		2,377
120	1017	415	40	52 POSTAGE		4,607
120	1017	415	50	62 TRAVEL EXPENSE		2,949
120	1018	419	30	78 OFFICE SUPPLIES		2,811
120	1018	419	50	77 CONTRACTUAL SERVICE		13,078
120	1022	415	10	2 ASSISTANTS & CLERKS		20,516
120	1022	415	20	1 F.I.C.A. EXPENSE		3,073
120	1022	415	20	2 EMPLOYEES' RETIREMENT		3,085
120	1022	415	50	1 ADVERTISING		6,617
120	1024	419	10	99 TERMINATION ALLOWANCE		10,396
120	1024	419	20	1 F.I.C.A. EXPENSE		9,069
120	1024	419	20	2 EMPLOYEES' RETIREMENT		5,309
120	1024	419	20	3 EMPLOYEES' INSURANCE		10,114
120	1024	419	20	5 UNEMPLOYMENT COMPENSATION		6,017
120	1025	415	10	2 ASSISTANTS & CLERKS		24,324
120	1025	415	20	1 F.I.C.A. EXPENSE		4,564
120	1025	415	20	2 EMPLOYEES' RETIREMENT		3,352
120	1025	415	30	78 OFFICE SUPPLIES		4,555
120	1025	415	60	2 COMPUTER EQUIPMENT		4,708
120	1031	415	10	2 ASSISTANTS & CLERKS		53,498
120	1031	415	10	5 EXTRA HELP		2,640
120	1031	415	20	1 F.I.C.A. EXPENSE		4,537

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Account Number				Account Description	Increase	Decrease
120	1031	415	20	2 EMPLOYEES' RETIREMENT		8,492
120	1031	415	20	3 EMPLOYEES' INSURANCE		4,869
120	1031	415	30	78 OFFICE SUPPLIES		3,712
120	1034	414	10	2 ASSISTANTS & CLERKS		22,376
120	1034	414	10	5 EXTRA HELP		3,858
120	1034	414	10	98 OVERTIME ALLOWANCE		2,341
120	1034	414	20	1 F.I.C.A. EXPENSE		5,042
120	1034	414	20	2 EMPLOYEES' RETIREMENT		9,347
120	1034	414	20	3 EMPLOYEES' INSURANCE		5,108
120	1034	414	30	26 ELECTION SUPPLIES		3,238
120	1034	414	40	52 POSTAGE		2,313
120	1034	414	50	77 CONTRACTUAL SERVICE		9,509
120	2030	412	10	2 ASSISTANTS & CLERKS		41,671
120	2030	412	10	5 EXTRA HELP		29,675
120	2030	412	10	18 GRAND JURY BAILIFF		7,834
120	2030	412	10	24 ATTORNEY		15,147
120	2030	412	10	26 INVESTIGATOR		13,157
120	2030	412	10	94 LONGEVITY PAY		7,047
120	2030	412	10	98 OVERTIME ALLOWANCE		3,011
120	2030	412	20	1 F.I.C.A. EXPENSE		12,819
120	2030	412	20	3 EMPLOYEES' INSURANCE		57,442
120	2030	412	40	52 POSTAGE		3,209
120	2031	414	10	2 ASSISTANTS & CLERKS		65,831
120	2031	414	10	5 EXTRA HELP		14,338
120	2031	414	10	94 LONGEVITY PAY		2,545
120	2031	414	20	1 F.I.C.A. EXPENSE		9,258
120	2031	414	20	2 EMPLOYEES' RETIREMENT		12,513
120	2031	414	20	3 EMPLOYEES' INSURANCE		20,529
120	2031	414	30	78 OFFICE SUPPLIES		2,255
120	2031	414	40	52 POSTAGE		4,191
120	2032	412	10	98 OVERTIME ALLOWANCE		4,790
120	2032	412	20	3 EMPLOYEES' INSURANCE		21,947
120	2032	412	30	84 MINOR EQUIPMENT		5,000
120	2032	412	50	72 PAUPER ATTORNEY FEES		21,594
120	2032	412	50	73 TRANSCRIPT TESTIMONY		5,555
120	2037	412	50	14 MENTAL EXAMINATION		3,120
120	2037	412	50	62 TRAVEL EXPENSE		2,259
120	2037	412	50	72 PAUPER ATTORNEY FEES		19,036
120	2038	412	50	79 JUVENILE ATTORNEY FEES		10,790
120	2039	412	20	3 EMPLOYEES' INSURANCE		10,972
120	2039	412	50	77 CONTRACTUAL SERVICE		4,944
120	2039	412	50	79 JUVENILE ATTORNEY FEES		7,219

Budget Amendment  
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Account Number				Account Description	Increase	Decrease
120	2043	412	10	2 ASSISTANTS & CLERKS		21,400
120	2043	412	10	5 EXTRA HELP		3,782
120	2043	412	20	1 F.I.C.A. EXPENSE		2,570
120	2043	412	20	2 EMPLOYEES' RETIREMENT		3,918
120	2043	412	20	3 EMPLOYEES' INSURANCE		11,083
120	2045	412	10	2 ASSISTANTS & CLERKS		7,381
120	2045	412	10	5 EXTRA HELP		5,017
120	2047	412	10	5 EXTRA HELP		2,516
120	2048	412	10	2 ASSISTANTS & CLERKS		6,941
120	2049	412	10	2 ASSISTANTS & CLERKS		14,193
120	2049	412	20	2 EMPLOYEES' RETIREMENT		3,889
120	2049	412	20	3 EMPLOYEES' INSURANCE		4,235
120	2051	412	10	2 ASSISTANTS & CLERKS		5,544
120	2051	412	10	42 BAILIFF		16,360
120	2051	412	20	1 F.I.C.A. EXPENSE		3,388
120	2051	412	20	2 EMPLOYEES' RETIREMENT		3,505
120	2051	412	20	3 EMPLOYEES' INSURANCE		9,828
120	2052	412	50	62 TRAVEL EXPENSE		2,547
120	2052	412	50	72 PAUPER ATTORNEY FEES		10,565
120	2053	412	50	72 PAUPER ATTORNEY FEES		36,000
120	2053	412	50	73 TRANSCRIPT TESTIMONY		2,500
120	2055	412	50	21 DUES/SUBSCRIPTIONS		2,967
120	2055	412	50	62 TRAVEL EXPENSE		2,642
120	2055	412	50	77 CONTRACTUAL SERVICE		20,140
120	2060	412	10	1 DEPARTMENT HEAD		13,920
120	2060	412	10	2 ASSISTANTS & CLERKS		7,550
120	2060	412	20	2 EMPLOYEES' RETIREMENT		3,540
120	2060	412	20	3 EMPLOYEES' INSURANCE		2,553
120	3057	423	10	44 DETENTION OFFICERS		14,698
120	3057	423	10	95 EDUCATION PAY		5,012
120	3057	423	10	97 HOLIDAY PAY		2,364
120	3057	423	10	98 OVERTIME ALLOWANCE		3,522
120	3057	423	20	1 F.I.C.A. EXPENSE		2,886
120	3057	423	20	2 EMPLOYEES' RETIREMENT		4,057
120	3057	423	20	3 EMPLOYEES' INSURANCE		3,084
120	3058	424	50	53 RENT-EQUIPMENT		3,365
120	3059	421	10	2 ASSISTANTS & CLERKS		18,973
120	3059	421	10	5 EXTRA HELP		4,686
120	3059	421	10	40 DISPATCHER		44,497
120	3059	421	10	42 BAILIFF		12,180
120	3059	421	10	43 DEPUTIES		148,172
120	3059	421	10	45 SERGEANT		8,633

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Account Number	Account Description	Increase	Decrease
120 3059 421 10 47	CAPTAIN		9,962
120 3059 421 10 50	CHIEF DEPUTY		19,263
120 3059 421 10 94	LONGEVITY PAY		16,417
120 3059 421 10 95	EDUCATION PAY		17,900
120 3059 421 10 97	HOLIDAY PAY		17,390
120 3059 421 20 1	F.I.C.A. EXPENSE		43,422
120 3059 421 20 2	EMPLOYEES' RETIREMENT		44,498
120 3059 421 20 3	EMPLOYEES' INSURANCE		62,899
120 3059 421 30 2	AMMUNITION		25,785
120 3059 421 30 11	COMPUTER - SOFTWARE		3,900
120 3059 421 30 17	CLOTHING		6,370
120 3059 421 30 57	IDENTIFICATION SUPPLIES		4,604
120 3059 421 30 78	OFFICE SUPPLIES		2,395
120 3059 421 30 84	MINOR EQUIPMENT		14,695
120 3059 421 30 90	EDUCATION & DEMONSTRATION		8,416
120 3059 421 40 15	COMMUNICATION EQUIPMENT		6,425
120 3059 421 40 54	TELEPHONE		2,778
120 3059 421 40 56	ELECTRICITY		3,038
120 3059 421 50 3	LIVESTOCK, FEED, ETC.		2,278
120 3059 421 50 16	CRIMINAL INVESTIGATION		21,438
120 3059 421 50 21	DUES/SUBSCRIPTIONS		5,581
120 3059 421 50 77	CONTRACTUAL SERVICE		28,542
120 3060 421 10 2	ASSISTANTS & CLERKS		47,074
120 3060 421 10 98	OVERTIME ALLOWANCE		3,685
120 3060 421 20 1	F.I.C.A. EXPENSE		5,263
120 3060 421 20 2	EMPLOYEES' RETIREMENT		7,531
120 3060 421 50 21	DUES/SUBSCRIPTIONS		3,225
120 3060 421 50 62	TRAVEL EXPENSE		3,489
120 3060 421 50 77	CONTRACTUAL SERVICE		6,534
120 3062 423 10 2	ASSISTANTS & CLERKS		9,060
120 3062 423 10 45	SERGEANT		17,433
120 3062 423 10 46	LIEUTENANT		7,639
120 3062 423 10 72	MAINTENANCE CREW		45,064
120 3062 423 10 94	LONGEVITY PAY		29,138
120 3062 423 10 95	EDUCATION PAY		42,375
120 3062 423 10 97	HOLIDAY PAY		131,513
120 3062 423 20 1	F.I.C.A. EXPENSE		82,148
120 3062 423 20 3	EMPLOYEES' INSURANCE		34,409
120 3062 423 30 33	FOOD		113,099
120 3062 423 30 84	MINOR EQUIPMENT		2,583
120 3062 423 40 9	BUILDINGS AND GROUNDS		7,205
120 3062 423 40 53	GAS- NATURAL AND BUTANE		13,105

Budget Amendment  
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Account Number					Account Description	Increase	Decrease
120	3062	423	40	56	ELECTRICITY		70,227
120	3062	423	40	57	WATER AND SEWER		4,377
120	3062	423	50	63	TRANSFER PRISONERS		5,287
120	3062	423	50	64	TRAINING & EDUC.		21,560
120	3062	423	60	14	BUILDINGS AND STRUCTURES		2,250
120	3063	424	10	1	DEPARTMENT HEAD		6,437
120	3063	424	10	2	ASSISTANTS & CLERKS		216,852
120	3063	424	10	94	LONGEVITY PAY		2,225
120	3063	424	20	1	F.I.C.A. EXPENSE		12,600
120	3063	424	20	2	EMPLOYEES' RETIREMENT		19,153
120	3063	424	20	3	EMPLOYEES' INSURANCE		10,339
120	3063	424	40	54	TELEPHONE		2,770
120	3063	424	50	5	MILEAGE		7,386
120	3063	424	50	14	MENTAL EXAMINATION		10,305
120	3063	424	50	53	RENT-EQUIPMENT		2,291
120	3063	424	50	81	RELIEF-BOARD & LODGING		26,671
120	3064	424	10	1	DEPARTMENT HEAD		6,437
120	3064	424	10	2	ASSISTANTS & CLERKS		82,747
120	3064	424	10	5	EXTRA HELP		6,151
120	3064	424	10	94	LONGEVITY PAY		2,765
120	3064	424	10	97	HOLIDAY PAY		5,128
120	3064	424	10	98	OVERTIME ALLOWANCE		4,210
120	3064	424	20	1	F.I.C.A. EXPENSE		9,737
120	3064	424	20	2	EMPLOYEES' RETIREMENT		14,482
120	3064	424	20	3	EMPLOYEES' INSURANCE		17,783
120	3064	424	40	9	BUILDINGS AND GROUNDS		5,176
120	3064	424	40	56	ELECTRICITY		21,769
120	3064	424	50	32	HOSPITAL SERVICE		3,000
120	3064	424	50	77	CONTRACTUAL SERVICE		3,354
120	3065	425	10	2	ASSISTANTS & CLERKS		2,668
120	3065	425	10	5	EXTRA HELP		16,859
120	3065	425	10	43	DEPUTIES		20,346
120	3065	425	10	94	LONGEVITY PAY		6,319
120	3065	425	10	95	EDUCATION PAY		13,475
120	3065	425	10	98	OVERTIME ALLOWANCE		4,732
120	3065	425	20	1	F.I.C.A. EXPENSE		6,953
120	3065	425	20	2	EMPLOYEES' RETIREMENT		4,355
120	3065	425	20	3	EMPLOYEES' INSURANCE		19,110
120	3066	425	10	5	EXTRA HELP		4,534
120	3066	425	10	43	DEPUTIES		9,474
120	3066	425	20	1	F.I.C.A. EXPENSE		2,415
120	3066	425	20	2	EMPLOYEES' RETIREMENT		2,683

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Account Number					Account Description	Increase	Decrease
120	3066	425	20	3	EMPLOYEES' INSURANCE		7,043
120	3068	425	10	2	ASSISTANTS & CLERKS		2,535
120	3068	425	10	5	EXTRA HELP		5,481
120	3068	425	10	95	EDUCATION PAY		4,125
120	3068	425	20	1	F.I.C.A. EXPENSE		2,315
120	3068	425	20	2	EMPLOYEES' RETIREMENT		2,780
120	3070	425	10	2	ASSISTANTS & CLERKS		2,314
120	3070	425	10	5	EXTRA HELP		17,275
120	3070	425	10	98	OVERTIME ALLOWANCE		9,194
120	3070	425	20	1	F.I.C.A. EXPENSE		3,778
120	3070	425	20	2	EMPLOYEES' RETIREMENT		5,434
120	3070	425	20	3	EMPLOYEES' INSURANCE		4,566
120	3071	425	10	5	EXTRA HELP		7,933
120	3071	425	20	3	EMPLOYEES' INSURANCE		8,936
120	3072	425	10	95	EDUCATION PAY		2,700
120	3080	421	40	11	EQUIPMENT- MISCELLANEOUS		3,589
120	3080	421	50	77	CONTRACTUAL SERVICE		5,622
120	4071	461	10	2	ASSISTANTS & CLERKS		28,532
120	4071	461	10	5	EXTRA HELP		3,675
120	4071	461	20	1	F.I.C.A. EXPENSE		3,079
120	4071	461	50	5	MILEAGE		2,242
120	5074	441	10	2	ASSISTANTS & CLERKS		32,477
120	5074	441	10	4	SUPERVISOR		5,606
120	5074	441	10	5	EXTRA HELP		10,702
120	5074	441	10	35	NURSE		11,325
120	5074	441	20	1	F.I.C.A. EXPENSE		6,233
120	5074	441	20	2	EMPLOYEES' RETIREMENT		9,907
120	5074	441	20	3	EMPLOYEES' INSURANCE		18,700
120	5074	441	30	50	MEDICAL SUPPLIES		8,222
120	5074	441	50	21	DUES/SUBSCRIPTIONS		2,706
120	5075	441	10	2	ASSISTANTS & CLERKS		10,528
120	5075	441	10	4	SUPERVISOR		5,563
120	5075	441	10	35	NURSE		9,336
120	5075	441	20	1	F.I.C.A. EXPENSE		5,813
120	5075	441	20	2	EMPLOYEES' RETIREMENT		7,519
120	5075	441	20	3	EMPLOYEES' INSURANCE		6,079
120	5075	441	30	50	MEDICAL SUPPLIES		5,902
120	5075	441	50	81	RELIEF-BOARD & LODGING		2,478
120	5075	441	50	83	RELIEF-GAS		2,469
120	5076	441	10	35	NURSE		3,036
120	5077	444	50	99	MISCELLANEOUS		7,831
120	5078	446	10	2	ASSISTANTS & CLERKS		2,849

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Account Number	Account Description	Increase	Decrease
120 5078 446 10 20	INSPECTORS		3,716
120 5079 442 10 5	EXTRA HELP		4,947
120 5079 442 20 2	EMPLOYEES' RETIREMENT		2,627
120 5079 442 20 3	EMPLOYEES' INSURANCE		2,860
120 5079 442 30 49	PHARMACEUTICAL SUPPLIES		173,706
120 5079 442 50 77	CONTRACTUAL SERVICE		5,958
120 5080 429 20 3	EMPLOYEES' INSURANCE		10,778
120 6083 416 10 1	DEPARTMENT HEAD		4,012
120 6083 416 10 5	EXTRA HELP		5,017
120 6083 416 10 72	MAINTENANCE CREW		109,274
120 6083 416 20 1	F.I.C.A. EXPENSE		10,731
120 6083 416 20 2	EMPLOYEES' RETIREMENT		19,349
120 6083 416 20 3	EMPLOYEES' INSURANCE		24,230
120 6083 416 30 34	DIESEL FUEL		27,568
120 6083 416 30 44	JANITOR SUPPLIES		4,933
120 6083 416 40 1	COOLING AND HEATING		12,576
120 6083 416 40 9	BUILDINGS AND GROUNDS		11,521
120 6083 416 40 53	GAS- NATURAL AND BUTANE		30,548
120 6083 416 40 54	TELEPHONE		27,540
120 6083 416 40 56	ELECTRICITY		39,328
120 6084 416 10 54	CARPENTERS		2,812
120 6084 416 10 72	MAINTENANCE CREW		28,268
120 6084 416 10 98	OVERTIME ALLOWANCE		3,427
120 6084 416 20 1	F.I.C.A. EXPENSE		4,021
120 6084 416 20 2	EMPLOYEES' RETIREMENT		9,410
120 6084 416 20 3	EMPLOYEES' INSURANCE		7,828
120 6084 416 40 9	BUILDINGS AND GROUNDS		6,502
120 6084 416 50 77	CONTRACTUAL SERVICE		3,898
120 8095 417 10 29	MECHANICS		6,622
120 8095 417 20 2	EMPLOYEES' RETIREMENT		3,660
120 8095 417 20 3	EMPLOYEES' INSURANCE		4,279
120 8095 417 40 8	AUTOMOBILES AND TRUCKS		2,712
120 8096 419 10 2	ASSISTANTS & CLERKS		2,584
120 8096 419 20 3	EMPLOYEES' INSURANCE		4,557
124 5081 448 10 1	DEPARTMENT HEAD		2,380
124 5081 448 10 9	FOREMAN		18,753
124 5081 448 10 12	OPERATORS		25,107
124 5081 448 10 29	MECHANICS		3,167
124 5081 448 10 98	OVERTIME ALLOWANCE		29,143
124 5081 448 20 1	F.I.C.A. EXPENSE		8,322
124 5081 448 20 2	EMPLOYEES' RETIREMENT		12,675
124 5081 448 20 3	EMPLOYEES' INSURANCE		8,207

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Account Number	Account Description	Increase	Decrease
124 5081 448 20 5	UNEMPLOYMENT COMPENSATION		5,000
124 5081 448 30 16	CHEMICALS, SPRAYS, ETC.		35,096
124 5081 448 40 7	AIRPLANE		7,623
124 5081 448 40 8	AUTOMOBILES AND TRUCKS		10,096
124 5081 448 40 53	GAS- NATURAL AND BUTANE		3,155
124 5081 448 40 56	ELECTRICITY		2,456
	TOTAL	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>

COUNT            384

NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
OFFICE DEPOT	77.27	388341	
TRI-CITY COFFEE SERVICE	108.50	388375	
WARREN'S DO-NUTS	42.23	388448	
			228.00**
<b>ROAD &amp; BRIDGE PCT.#1</b>			
ENTERGY	772.50	388316	
SMART'S TRUCK & TRAILER, INC.	161.56	388359	
TEXAS STATE DIRECTORY	47.45	388373	
ACORN STEEL	62.00	388393	
FASTENAL	19.53	388398	
HERRERA'S EMERGENCY LIGHTING	114.00	388433	
ALLPURE DRINKING WATER	14.00	388477	
			1,191.04**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
ENTERGY	500.96	388316	
MUNRO'S	2,316.20	388335	
OFFICE DEPOT	25.71	388341	
ROGERS AUTO PARTS, INC.	14.52	388352	
AT&T	88.02	388362	
TRI-CON, INC.	4,670.48	388374	
TED'S UPHOLSTERY	225.00	388395	
LOWE'S HOME CENTERS, INC.	62.32	388425	
KNIFE RIVER	334.35	388465	
			8,237.56**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
BETA TECHNOLOGY	400.34	388290	
CITY OF PORT ARTHUR - WATER DEPT.	21.91	388295	
EASTEX FARM & HOME SUPPLY	103.79	388304	
GULF COAST AUTOMOTIVE, INC.	6.19	388315	
MUNRO'S	34.90	388335	
TRI-CON, INC.	2,792.54	388374	
STRATTON INC.	4.64	388380	
WHITE TIRE	140.55	388382	
TRAILER HITCH DEPOT	159.95	388401	
WALMART COMMUNITY BRC	63.72	388410	
SOLAR	4.62	388417	
HAMSHIRE TIRE & AUTO	48.00	388424	
LOWE'S HOME CENTERS, INC.	12.38	388425	
TEXAS GAS SERVICE	282.23	388431	
WINDSTREAM	45.80	388453	
MARTEL WELDING WORKS	240.00	388544	
			4,361.56**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
A&A EQUIPMENT	219.45	388267	
ABLE FASTENER, INC.	58.90	388268	
GCR BEAUMONT TRUCK TIRE CENTER	260.92	388311	
ENTERGY	11.28	388316	
M&D SUPPLY	144.98	388330	
MUNRO'S	55.33	388335	
NAPA AUTO PARTS	107.88	388337	
PARTS EXCHANGE COMPANY, INC.	120.00	388343	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	388379	
UNITED STATES POSTAL SERVICE	9.44	388412	
MARTIN PRODUCT SALES LLC	293.97	388456	
A-1 MACHINE & HYDRAULIC	425.00	388482	
ON TIME TIRE	144.98	388521	
SAM'S CLUB DIRECT	441.77	388525	
CANON FINANCIAL SERVICES INC	239.00	388536	
			2,595.44**
<b>ENGINEERING FUND</b>			
JEFFERSON COUNTY CREDIT CARDS	428.92	388494	
			428.92**
<b>PARKS &amp; RECREATION</b>			
ENTERGY	1,108.59	388316	
SAM'S CLUB DIRECT	449.82	388525	
			1,558.41**
<b>GENERAL FUND</b>			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. CLERK	1,551.02	388269	1,551.02*
TAX OFFICE			
THE EXAMINER	3,867.00	388307	
HERNANDEZ OFFICE SUPPLY, INC.	414.56	388321	
OFFICE DEPOT	1,337.12	388341	
PITNEY BOWES, INC.	880.42	388346	
UNITED STATES POSTAL SERVICE	1,224.68	388412	
UNITED STATES POSTAL SERVICE	163.73	388413	7,887.51*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	280.00	388288	
PRE CHECK, INC.	173.50	388405	
UNITED STATES POSTAL SERVICE	2.30	388412	
JAMIE HULIN	24.96	388447	480.76*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	13.10	388412	13.10*
COUNTY CLERK			
CDW COMPUTER CENTERS, INC.	232.30	388399	
UNITED STATES POSTAL SERVICE	320.83	388412	
UNITED STATES POSTAL SERVICE	49.62	388413	
JEFFERSON COUNTY CREDIT CARDS	42.47	388494	
URBAN RECORDERS ALLIANCE	100.00	388518	
CANON FINANCIAL SERVICES INC	567.00	388536	1,227.28*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	388313	
OFFICE DEPOT	24.09	388341	
UNITED STATES POSTAL SERVICE	.38	388412	
COUNTY JUDGES EDUCATION FUND	200.00	388493	624.47*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.67	388412	2.67*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	159.92	388412	
LEXISNEXIS- ACCURINT	120.00	388489	
CANON FINANCIAL SERVICES INC	189.00	388536	468.92*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,214.16	388342	
CIT TECHNOLOGY FINANCING SERVICE	499.00	388476	1,713.16*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	3,689.25	388305	
OFFICE DEPOT	156.38	388341	
PORT ARTHUR NEWS, INC.	4,726.48	388347	8,572.11*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,721.04	388286	
CASH ADVANCE ACCOUNT	482.06	388326	
OLMSTED-KIRK PAPER	4,157.55	388342	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	388370	
INTERFACE EAP	1,679.70	388389	
VERIZON WIRELESS	303.92	388407	
LEXISNEXIS- ACCURINT	120.00	388489	
JEFFERSON COUNTY CREDIT CARDS	17.38	388494	
SAM'S CLUB DIRECT	51.64	388525	
DYNAMEX INC	178.45	388557	11,411.74*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	67.15	388341	
PRO DATA COMPUTER SERVICES, INC.	195.00	388394	
CDW COMPUTER CENTERS, INC.	831.26	388399	
LEXISNEXIS- ACCURINT	240.00	388489	
VOTERS REGISTRATION DEPT			1,333.41*
UNITED STATES POSTAL SERVICE	436.34	388412	
COASTAL BUSINESS FORMS	6,050.60	388538	
ELECTIONS DEPARTMENT			6,486.94*
ELECTION SYSTEMS & SOFTWARE, INC.	3,249.45	388402	
VERIZON WIRELESS	2,832.24	388408	
SOLID ROCK COMMUNITY CHURCH	250.00	388527	
DISTRICT ATTORNEY			6,331.69*
OFFICE DEPOT	588.76	388341	
STATE BAR OF TEXAS	81.25	388364	
MIKE VAN ZANDT	891.00	388376	
UNITED STATES POSTAL SERVICE	174.59	388412	
UNITED STATES POSTAL SERVICE	1.32	388413	
CHILD ABUSE & FORENSIC SERVICES	125.00	388422	
LEXISNEXIS- ACCURINT	480.00	388489	
JAMES E HUEBEL	27.12	388512	
FILE & SERVE XPRESS LLC	90.00	388530	
CELLMARK FORENSICS INC	4,059.47	388548	
DISTRICT CLERK			6,518.51*
OFFICE DEPOT	254.75	388341	
UNITED STATES POSTAL SERVICE	84.76	388412	
AUTOMATED BUSINESS SYSTEMS	402.00	388449	
CRIMINAL DISTRICT COURT			741.51*
WILBARGER COUNTY, TEXAS - COUNTY	705.00	388270	
GAYLYN COOPER	250.00	388275	
JACK LAWRENCE	257.27	388278	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	388287	
DONALD W. DUESLER & ASSOC.	8,334.00	388303	
KEVIN PAULA SEKALY PC	800.00	388356	
RENE MULHOLLAND	72.75	388377	
KEVIN S. LAINE	900.00	388392	
UNITED STATES POSTAL SERVICE	.77	388412	
CULLEN KIKER	900.00	388486	
C. HADEN CRIBBS JR., PC	1,441.48	388514	
C. HADEN CRIBBS JR., PC	8,334.00	388515	
58TH DISTRICT COURT			22,245.27*
OFFICE DEPOT	13.75	388341	
UNITED STATES POSTAL SERVICE	.38	388412	
60TH DISTRICT COURT			14.13*
OFFICE DEPOT	121.82	388341	
136TH DISTRICT COURT			121.82*
UNITED STATES POSTAL SERVICE	3.46	388412	
252ND DISTRICT COURT			3.46*
ALL AMERICAN MOVING & STORAGE	282.00	388272	
DAVID GROVE	600.00	388277	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	44,425.00	388287	
THOMAS J. BURBANK, P.C.	1,600.00	388291	
LEAH HAYES	38.80	388320	
KEVIN S. LAINE	600.00	388392	
UNITED STATES POSTAL SERVICE	371.24	388412	
SUMMER TANNER	799.22	388458	

NAME	AMOUNT	CHECK NO.	TOTAL
CANON FINANCIAL SERVICES INC	249.00	388536	48,965.26*
279TH DISTRICT COURT			
PHILLIP DOWDEN	500.00	388284	6,104.08*
LAIROD DOWDEN, JR.	650.00	388302	
TERRENCE HOLMES	500.00	388322	
HERBERT L. JAMISON & CO.	1,727.93	388324	
MARVA PROVO	1,000.00	388349	
UNITED STATES POSTAL SERVICE	1.15	388412	
TONYA CONNELL TOUPS	75.00	388471	
JONATHAN L. STOVALL	1,150.00	388499	
GORDON D. FRIESZ	500.00	388503	
317TH DISTRICT COURT			
GAYLYN COOPER	1,050.00	388275	7,564.71*
PHILLIP DOWDEN	500.00	388284	
TERRENCE HOLMES	75.00	388322	
ANITA F. PROVO	1,000.00	388350	
CHARLES ROJAS	150.00	388400	
UNITED STATES POSTAL SERVICE	1.38	388412	
LANGSTON ADAMS	775.00	388428	
JOEL WEBB VAZQUEZ	650.00	388440	
JUDY PAASCH	2,233.33	388442	
LUKE NICHOLS	500.00	388452	
TADCP	630.00	388462	
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	34.61	388412	
LEXISNEXIS- ACCURINT	120.00	388489	
JUSTICE COURT-PCT 1 PL 2			120.00*
LEXISNEXIS- ACCURINT	120.00	388489	
JUSTICE COURT-PCT 2			255.96*
OFFICE DEPOT	69.96	388341	
LEXISNEXIS- ACCURINT	120.00	388489	
THOMSON REUTERS-WEST	66.00	388539	120.00*
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT	120.00	388489	149.95*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	29.95	388412	178.50*
LEXISNEXIS- ACCURINT	120.00	388489	
JUSTICE COURT-PCT 7			780.66*
PORT ARTHUR NEWS, INC.	58.50	388347	
LEXISNEXIS- ACCURINT	120.00	388489	
JUSTICE OF PEACE PCT. 8			780.66*
UNITED STATES POSTAL SERVICE	180.66	388413	
LEXISNEXIS- ACCURINT	120.00	388489	
AMERICAN BANK NOTE COMPANY	480.00	388542	
COUNTY COURT AT LAW NO. 2			780.66*
TEXAS ASSOC. OF COUNTY COURT A LAW	35.00	388274	
GAYLYN COOPER	750.00	388275	
JACK LAWRENCE	250.00	388278	
BRUCE W. COBB	750.00	388298	
OFFICE DEPOT	62.51	388341	
KEVIN PAULA SEKALY PC	300.00	388356	
JOHN D WEST	250.00	388404	
UNITED STATES POSTAL SERVICE	19.58	388412	

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS- ACCURINT	60.00	388489	
CANON FINANCIAL SERVICES INC	94.50	388536	
COUNTY COURT AT LAW NO. 3			2,571.59*
GAYLYN COOPER	250.00	388275	
TERRENCE HOLMES	350.00	388322	
KEVIN PAULA SEKALY PC	250.00	388356	
UNITED STATES POSTAL SERVICE	8.45	388412	
LEXISNEXIS- ACCURINT	60.00	388489	
DUSTIN R. GALMOR	300.00	388498	
CANON FINANCIAL SERVICES INC	94.50	388536	
COURT MASTER			1,312.95*
UNITED STATES POSTAL SERVICE	5.76	388412	
MEDIATION CENTER			5.76*
UNITED STATES POSTAL SERVICE	6.53	388412	
SHERIFF'S DEPARTMENT			6.53*
ENTERGY	1,035.81	388316	
HERNANDEZ OFFICE SUPPLY, INC.	42.00	388321	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	660.00	388325	
CASH ADVANCE ACCOUNT	518.55	388326	
AT&T	117.56	388362	
UNITED STATES POSTAL SERVICE	315.19	388412	
CODE BLUE	1,165.00	388439	
JEFFERSON COUNTY CREDIT CARDS	1,051.64	388494	
CRIME LABORATORY			4,905.75*
FED EX	191.41	388309	
FISHER SCIENTIFIC	535.26	388310	
IACT	100.00	388323	
SOUTHEAST TEXAS WATER	109.85	388361	
ASCLD / LAB, INC.	140.00	388396	
LINDA JOHNSON	30.00	388403	
SPECTRUM LABORATORY PRODUCTS	178.35	388429	
JULIE HANNON	600.00	388540	
JAIL - NO. 2			1,884.87*
CITY OF BEAUMONT - WATER DEPT.	16.00	388294	
FALCON CREST AVIATION SUPPLY, INC.	186.45	388308	
TEXAS GAS SERVICE	654.75	388431	
TEXAS GAS SERVICE	524.92	388432	
TURBINE AIRCRAFT SERVICES	5,000.00	388437	
CONSTELLATION NEWENERGY - GAS DIVIS	3,467.60	388532	
JUVENILE PROBATION DEPT.			9,849.72*
ELAINE MADOLE	79.10	388331	
OFFICE DEPOT	579.99	388341	
WALMART COMMUNITY BRC	71.44	388410	
UNITED STATES POSTAL SERVICE	9.65	388412	
TJJD	75.00	388517	
JUVENILE DETENTION HOME			815.18*
LABATT FOOD SERVICE	2,084.69	388285	
OFFICE DEPOT	176.50	388341	
WASTE MGT. GOLDEN TRIANGLE, INC.	495.21	388379	
OAK FARM DAIRY	293.84	388391	
FLOWERS FOODS	160.88	388436	
VANSHECA SANDERS-CHEVIS	700.00	388461	
KAREN ROBERTS	200.00	388481	
BROTHERS PRODUCE	287.16	388510	
AI FILTER SERVICE COMPANY	183.79	388511	
CONSTABLE PCT 1			4,582.07*

NAME	AMOUNT	CHECK NO.	TOTAL
M&D SUPPLY	49.44	388330	
JEANNE M. RILEY	43.29	388384	
UNITED STATES POSTAL SERVICE	66.19	388412	
LEXISNEXIS- ACCURINT	120.00	388489	278.92*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	120.00	388489	120.00*
CONSTABLE-PCT 4			
LEXISNEXIS- ACCURINT	120.00	388489	120.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	17.51	388412	
LEXISNEXIS- ACCURINT	120.00	388489	137.51*
CONSTABLE PCT. 7			
PHILPOTT MOTORS, INC.	35.80	388344	
LEXISNEXIS- ACCURINT	120.00	388489	155.80*
CONSTABLE PCT. 8			
PHILPOTT MOTORS, INC.	1,952.80	388344	
CODE BLUE	297.00	388439	
LEXISNEXIS- ACCURINT	120.00	388489	2,369.80*
COUNTY MORGUE			
FMMS HOLDINGS OF TEXAS LLC	46,500.00	388520	46,500.00*
AGRICULTURE EXTENSION SVC			
CONSUMER REPORTS	29.00	388301	
EPSILON SIGMA PHI	65.00	388306	
OFFICE DEPOT	358.57	388341	
TEXAS AGRILIFE EXTENSION SERVICES	550.00	388369	
TEXAS GARDENER MAGAZINE, INC.	24.95	388372	
HOBBY LOBBY	17.69	388387	
UNITED STATES POSTAL SERVICE	7.93	388412	
BARBARA EVANS	89.27	388480	
NIDDK CLEARINGHOUSE	36.00	388502	
M J EBELING	23.17	388529	1,201.58*
HEALTH AND WELFARE NO. 1			
ENTERGY	70.00	388319	
AUSTIN CECIL WALKES MD PA	2,932.58	388378	
UNITED STATES POSTAL SERVICE	108.14	388412	
CENTERPOINT ENERGY RESOURCES CORP	19.38	388444	
AMERICAN CORPORATE SERVICES	134.36	388474	
LEXISNEXIS- ACCURINT	120.00	388489	
SAM'S CLUB DIRECT	107.81	388525	3,492.27*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	96.37	388296	
O.W. COLLINS APARTMENTS	333.68	388299	
GABRIEL FUNERAL HOME, INC.	1,500.00	388312	
AUSTIN CECIL WALKES MD PA	2,932.58	388378	
UNITED STATES POSTAL SERVICE	364.69	388413	
JESSICA RAWLINSON	16.39	388435	
MARCUS UNIFORMS	361.40	388457	
LEXISNEXIS- ACCURINT	120.00	388489	5,725.11*
NURSE PRACTITIONER			
PHYSICIAN SALES & SERVICE, INC.	1,280.71	388345	
SIERRA SPRING WATER CO. - BT	12.99	388415	1,293.70*
CHILD WELFARE UNIT			

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	159.40	388421	
J.C. PENNEY'S	2,203.00	388423	
KEYANA HAILEY PAYEE	20.00	388430	
TYMIR WILSON PAYEE	20.00	388454	
CHUMARI WILSON PAYEE	20.00	388455	
TAYLOR SAVOY PAYEE	20.00	388459	
TYLER SAVOY PAYEE	20.00	388460	
DEVIN KASPAR	20.00	388466	
J'LYNN HENDRIX	20.00	388484	
SIDNEY SCYPION	20.00	388490	
JAYLISHA ARDOIN	20.00	388491	
RASHARIA MCCHRISTAN PAYEE	15.00	388495	
DIAMOND DELFIERRO PAYEE	20.00	388500	
KRISTIN SIMONS PAYEE	20.00	388504	
ANTHONY DISOMBA PAYEE	20.00	388505	
AARON VINSON	20.00	388507	
CONNOR BELDEN	50.00	388508	
WILLIAM GILBERT	20.00	388509	
ALYJAH HALEY	20.00	388513	
RHONDA PRUDHOMME	20.00	388516	
BETTY PRICE	20.00	388523	
LAFRONIA BATISTE	20.00	388524	
MENOSHA MILES PAYEE	20.00	388526	
ARIANNA HALEY	20.00	388533	
JASMINE SAVOY	20.00	388534	
QUINN DIXON PAYEE	50.00	388535	
DUNN HILL JULLIAN	20.00	388537	
KAYANA SIMON PAYEE	20.00	388541	
MAKAYLEE ANDERSON	20.00	388543	
ERNESTO MIRANDA PAYEE	20.00	388546	
DAISY MIRELES PAYEE	20.00	388547	
LUCHIANO RICHARD	20.00	388552	
T-KEYAH RICHARD	20.00	388553	
DESIREE WILLIAMS PAYEE	20.00	388554	
TAMIA GOODMAN PAYEE	50.00	388559	
RYLEIGH LAFACUI	15.00	388560	
KEYVONA CHISOM	15.00	388561	
KENDLE GOODSSELL PAYEE	15.00	388562	
JOE'L DRAKE	20.00	388563	
GAGE HARRIS PAYEE	15.00	388564	
DANIYA E BELLARD	15.00	388565	
DAE'LEAH THOMAS	15.00	388566	
DAMYA WHITEHEAD	15.00	388567	
ANNAMAY J GOODSSELL	15.00	388568	
BENJAMIN B FOOTE	15.00	388569	
			3,262.40*
ENVIRONMENTAL CONTROL			
CANON FINANCIAL SERVICES INC	214.00	388536	
			214.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	388406	
			150.00*
MAINTENANCE-BEAUMONT			
ALL STAR PLUMBING	176.75	388282	
W.W. GRAINGER, INC.	8.83	388314	
M&D SUPPLY	96.93	388330	
MOORE SUPPLY, INC.	85.34	388334	
PORTER'S, INC.	797.82	388348	
RALPH'S INDUSTRIAL ELECTRONICS	21.80	388353	
STAR GRAPHICS COPIERS, INC.	208.00	388363	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,889.08	388379	
UNITED STATES POSTAL SERVICE	9.03	388412	
CENTERPOINT ENERGY RESOURCES CORP	2,667.28	388443	
SHERWIN-WILLIAMS	59.95	388483	
MEMBER'S BUILDING MAINTENANCE LLC	11,872.54	388545	
AFFILIATED POWER SERVICES LP	2,900.00	388550	
			20,793.35*
MAINTENANCE-PORT ARTHUR			
GUARDIAN FORCE	216.00	388273	

NAME	AMOUNT	CHECK NO.	TOTAL
JOHNSTONE SUPPLY	1,348.06	388279	
ENTERGY	3,706.65	388316	
NOACK LOCKSMITH	12.50	388338	
TEXAS DEPT OF LICENSING & SOLAR	40.00	388371	
	150.64	388417	
LOWE'S HOME CENTERS, INC.	14.17	388425	
LOWE'S HOME CENTERS, INC.	482.07	388426	
ACADIAN HARDWOODS, BEAUMONT	188.98	388427	
PARKER LUMBER	108.39	388492	
			6,267.46*
MAINTENANCE-MID COUNTY			
ENTERGY	2,214.41	388316	
RITTER @ HOME	46.70	388351	
SANITARY SUPPLY, INC.	90.24	388355	
ACE IMAGEWEAR	27.33	388357	
BUBBA'S AIR CONDITIONING	93.75	388386	
			2,472.43*
SERVICE CENTER			
ACTION AUTO GLASS	226.69	388276	
A-LINE FRONT END & BRAKE	78.50	388281	
KINSEL FORD, INC.	127.51	388328	
M&D SUPPLY	199.51	388330	
PHILPOTT MOTORS, INC.	99.00	388344	
AT&T	29.34	388362	
BUMPER TO BUMPER	153.74	388441	
INTERSTATE ALL BATTERY CENTER - BMT	201.85	388485	
UNIFIRST HOLDINGS INC	34.92	388487	
SPANKY'S WRECKER SERVICE INC	95.00	388522	
			1,246.06*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	25.13	388413	
			25.13*
			263,903.15**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	45.45	388297	
ENTERGY	595.23	388316	
MUNRO'S	98.95	388335	
PHILPOTT MOTORS, INC.	93.40	388344	
TEX-AIR PARTS, INC	35.46	388445	
			868.49**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	528.20	388421	
TADCP	420.00	388462	
STORMY G CRIBB	1,725.00	388479	
			2,673.20**
SECURITY FEE FUND			
IDENTISYS	811.00	388467	
			811.00**
LAW LIBRARY FUND			
WASTE MGT. GOLDEN TRIANGLE, INC.	759.00	388379	
THOMSON REUTERS-WEST	1,269.00	388539	
			2,028.00**
EMPG GRANT			
CASH ADVANCE ACCOUNT	1,032.12	388326	
VERIZON WIRELESS	183.28	388406	
JEFFERSON COUNTY CREDIT CARDS	298.00	388494	
CANON FINANCIAL SERVICES INC	159.00	388536	
			1,672.40**
JUVENILE DETENTION - TJPC			
VERIZON WIRELESS	117.56	388409	
			117.56**
JUVENILE TJPC-A-2012-123			
HAYS COUNTY	12,600.00	388388	

NAME	AMOUNT	CHECK NO.	TOTAL
CLINTON DEROUEN	92.66	388519	
WHITNEY SONNIER	131.65	388558	
COMMUNITY SUPERVISION FND			12,824.31**
BEAUMONT TROPHIES	91.80	388289	
OFFICE DEPOT	92.31	388341	
SAM HOUSTON STATE UNIVERSITY	1,175.00	388354	
PAMELA G. STEWART	28.50	388365	
TIME WARNER COMMUNICATIONS	77.21	388368	
WASTE MGT. GOLDEN TRIANGLE, INC.	136.24	388379	
UNITED STATES POSTAL SERVICE	62.94	388412	
UNITED STATES POSTAL SERVICE	155.62	388413	
TALON INSURANCE AGENCY, LTD	581.00	388418	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	388473	
LEXISNEXIS- ACCURINT	120.00	388489	
JCCSC	388.00	388497	
DEFENSEDEVICES.COM	253.95	388551	
JEFF. CO. WOMEN'S CENTER			10,127.57**
TDCJ - CASHIER'S OFFICE	202,680.53	388293	
CITY OF BEAUMONT - WATER DEPT.	772.36	388294	
LUBE SHOP	41.24	388329	
M&D SUPPLY	51.70	388330	
MARKET BASKET	258.67	388332	
KIM MCKINNEY, LPC, LMFT	280.00	388333	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	20.00	388360	
SYSCO FOOD SERVICES, INC.	1,277.64	388366	
TIME WARNER COMMUNICATIONS	28.99	388367	
PETTY CASH - RESTITUTION I	79.80	388385	
BEN E KEITH FOODS	1,476.63	388438	
CENTERPOINT ENERGY RESOURCES CORP	438.78	388443	
ROCHESTER ARMORED CAR CO INC	121.64	388496	
SAM'S CLUB DIRECT	126.28	388525	
MENTALLY IMPAIRED OFFEND.			207,654.26**
TDCJ - CASHIER'S OFFICE	75.00	388292	
TDCJ - CASHIER'S OFFICE	23,710.51	388293	
CASH ADVANCE ACCOUNT	425.32	388326	
COMMUNITY CORRECTIONS PRG			24,210.83**
TRACY ROBINSON	72.32	388271	
TDCJ - CASHIER'S OFFICE	56,045.63	388293	
CASH ADVANCE ACCOUNT	408.00	388326	
COUNTY CLERK - RECORD MGT			56,525.95**
MANATRON	10,389.52	388468	
DRUG INTERVENTION COURT			10,389.52**
REDWOOD TOXICOLOGY LABORATORY	113.75	388463	
AUTO THEFT GRANT			113.75**
CITY OF BEAUMONT	6,297.93	388283	
HOTEL OCCUPANCY TAX FUND			6,297.93**
JOHNSEN'S WHOLESALE FLORIST, INC.	35.05	388327	
MUNRO'S	36.75	388335	
AT&T	186.23	388362	
TRI-CITY COFFEE SERVICE	71.95	388375	
UNITED STATES POSTAL SERVICE	5.32	388412	
USER FRIENDLY PHONE BOOK	432.00	388446	
JOSEPH SEMIEN	8.48	388464	
JESSIE DAVIS	43.51	388475	
1957 ROAD BOND FUND			819.29**

NAME	AMOUNT	CHECK NO.	TOTAL
TIM RICHARDSON	10,500.00	388556	10,500.00**
CAPITAL PROJECTS FUND			
CARROLL & BLACKMAN, INC.	1,136.00	388280	
SHIRLEY & SONS CONSTRUCTION CO, INC	620,900.51	388416	
LUHR BROS., INC.	233,959.60	388419	
JEFFERSON COUNTY CREDIT CARDS	4,768.00	388494	860,764.11**
AIRPORT FUND			
ALL-PHASE ELECTRIC SUPPLY	58.92	388300	
FED EX	41.16	388309	
ENTERGY	12,783.90	388318	
OFFICE DEPOT	1,034.39	388341	
RITTER @ HOME	1,646.36	388351	
ROGERS AUTO PARTS, INC.	56.94	388352	
RALPH'S INDUSTRIAL ELECTRONICS	242.10	388353	
SANITARY SUPPLY, INC.	74.47	388355	
SHERWIN-WILLIAMS	215.73	388358	
AT&T	601.36	388362	
TRI-CON, INC.	1,277.87	388374	
WASTE MGT. GOLDEN TRIANGLE, INC.	433.31	388379	
NEDERLAND HARDWARE SUPPLY	43.33	388381	
WHITE TUCKER COMPANY INC	1,874.16	388383	
BUBBA'S AIR CONDITIONING	277.50	388386	
GARSITE	158.00	388390	
CORNERSTONE MEDIA	600.00	388397	
TRACE ANALYTICS, INC.	310.00	388420	
LOWE'S HOME CENTERS, INC.	241.94	388425	
CROUSE-HINDS AIRPORT LIGHTING PRODU	3,782.00	388434	
PAX SUPPLY	158.00	388469	
ASCENT AVIATION GROUP INC	52,556.79	388478	
INTERSTATE ALL BATTERY CENTER - BMT	167.80	388485	
UNIFIRST HOLDINGS INC	86.25	388487	
DELTA INDUSTRIAL SERVICE & SUPPLY	425.00	388506	
CRAWFORD ELECTRIC SUPPLY COMPANY	33.09	388528	
ADVANCE AUTO PARTS	170.48	388531	
BONIN ROOFING	3,547.00	388549	
HIBU INC - WEST	921.56	388555	83,819.41**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	17,153.17	388450	
RELIANCE STANDARD LIFE INSURANCE	5,277.13	388451	
MEDCO HEALTH SOLUTIONS INC	93,307.44	388472	115,737.74**
SHERIFF'S FORFEITURE FUND			
PHILPOTT MOTORS, INC.	26,939.83	388344	
COBAN TECHNOLOGIES INC	14,162.00	388501	41,101.83**
MARINE DIVISION			
ENTERGY	456.92	388316	
MUSTANG RENTAL SERVICES	259.10	388336	
AT&T	78.20	388362	
TRI-CON, INC.	2,257.97	388374	
SIERRA SPRING WATER CO. - BT	56.05	388414	
THE DINGO GROUP-PETE JORGENSEN MARI	111.17	388470	
			3,219.41**
			1,734,780.64***



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR**  
**March 4, 2014, JOINT REPUBLICAN AND DEMOCRATIC PRIMARY ELECTION**  
**(Advicóde Locales y horarioparaelecci'onsadelantadasde**  
**MARZO 4, 2014 Eleci'ondprimariasDemocr'aticas Republicanas**

Early Voting by personal appearance will be conducted each weekday at:  
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votacion Adelantada):

<b>Beaumont Courthouse-Main location</b>	<b>1001 Pearl St., Beaumont, Texas</b>
<b>Port Arthur Sub-Courthouse</b>	<b>525 Lakeshore Dr., Port Arthur, Texas</b>
<b>Rogers Park Recreation Center</b>	<b>6540 Gladys, Beaumont, Texas</b>
<b>Port Arthur Public Library</b>	<b>4615 Ninth Ave, Port Arthur, Texas</b>
<b>Theodore Johns Library</b>	<b>4255 Fannett Rd., Beaumont, Texas</b>
<b>North End Community Center</b>	<b>3580 E Lucas, Beaumont, Texas</b>
<b>Nederland Recreation Center</b>	<b>2301 Avenue H, Nederland, Texas</b>
<b>Groves Recreation Center</b>	<b>6150 39<sup>th</sup> Street, Groves, Texas</b>
<b>Effie &amp; Wilton Hebert Library</b>	<b>2025 Merriman St., Port Neches, Texas</b>

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones):

February 18 - 21 (Febrero 18 - 21)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
February 22 (Febrero 22)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
February 23 (Febrero 23)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
February 24 - 28 (Febrero 24-28)	Monday - Friday (Lunes - Viernes)	7:00 a.m. - 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

<b>Precinct One Service Center</b>	<b>1201 W. Hwy. 90, China, Texas</b>	
<b>Jefferson Co. J.P. Pct 4 Bldg</b>	<b>19217 FM 365, Beaumont, Texas</b>	
<b>(Judge Chaison's Courtroom)</b>		
February 22 (Febrero 22)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
February 23 (Febrero 23)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
February 24 - 26 (Febrero 24 - 26)	Monday - Wednesday (Lunes - Miércoles)	7:00 a.m. - 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

<b>Queen of Vietnam Church- St Joseph Hall</b>	<b>801 9<sup>th</sup> Ave. Port Arthur, Texas</b>	
February 23 (Febrero 23)	Sunday (Domingo)	9:00 a.m. - 2:00 p.m.

## 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 provided that the taxable value of the property of the owner is not adversely affected..

#### 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"** is the market value of all industrial realty improvements of a property of the owner located within that entity for the tax period defined as "Base Year" which is the calendar year in which the abatement contract is (executed) signed.

(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, as defined in the Texas Property 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 (7<sup>th</sup>) 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 (7<sup>th</sup>) 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.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

## **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 \$10,000.00 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 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 a tax abatement. This procedure requires calculation of the Current Year Market Value, Base Year Value, and Taxable Value as these terms are defined below. -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 "Base Year Value"

"Base Year Value" for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty improvements of a property owner and/or its affiliates located within that entity for the tax period defined as the "Base Year". "Base year" is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of "Current Year Market Value"

"Current Year Market Value" for each taxing entity executing an abatement agreement is determined by calculating for the Current Tax Year the Market Value of all industrial realty improvements of a property owner and/or its affiliates that comprise the "Base Year Value."

Calculation of "Taxable Value"

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

Calculation of Abated Value

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.

**VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:**

The Base Year Value is subtracted from the Current Year Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

#### VALUE AVAILABLE FOR ABATEMENT:

For each project that remains potentially eligible for abatement, a preliminary calculation of the abated value of all other projects for the owner and/or its affiliates, if any, must be made. This calculation must first be done based on a preliminary abated value for subsequent projects since the full calculation has yet to be performed. For multiple abated projects, the calculations of the preliminary abated values are made in chronological order based on the date the contract was executed. Once the abated value for the subsequent project is calculated, if the actual abated value differs from the preliminary abated value, this calculation must be redone in order to reflect the actual abated value.

Once all calculations have been completed, the abated value of other projects for the owner and/or its affiliates, if any, is subtracted from the Value Potentially Available for Abatement. If the difference is greater than zero (0), then the remaining value is the Value Available for Abatement.

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

#### VALUE SUBJECT TO ABATEMENT:

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 to determine the Value Subject to Abatement.

#### ABATED VALUE:

Any applicable reductions for Foreign Trade Zone or Pollution Control restrictions are subtracted from the Value Subject to Abatement. If the difference is less than the Value Available for Abatement, then this is the Abated Value.

If the difference is greater than the Value Available for Abatement, then the Value Available for Abatement becomes the Abated Value.



- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the 2<sup>nd</sup> day of December, 2013.
- 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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JEFF R. BRANICK  
County Judge

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COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

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COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

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COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

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COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

**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.



- 10 h2. Right of way/easement recorded in Vol. 54 page 234 Deed Records of Jefferson County, Texas, originally in favor of J.A. Lanier. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h3. Right of way/easement recorded in Vol. 58 page 94 Deed Records of Jefferson County, Texas, originally in favor of Sabine Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h4. Right of way/easement recorded in Vol. 59 page 101 Deed Records of Jefferson County, Texas, originally in favor of J.M. White. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h5. Right of way/easement recorded in Vol. 61 page 131 Deed Records of Jefferson County, Texas, originally in favor of W.B. Brice, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h6. Right of way/easement recorded in Vol. 61 page 146 Deed Records of Jefferson County, Texas, originally in favor of Michigan Diamond Oil and Refinery Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h7. Right of way/easement recorded in Vol. 61 page 486 Deed Records of Jefferson County, Texas, originally in favor of Empire State Oil, Coal and Iron Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h8. Right of way/easement recorded in Vol. 213 page 638 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h9. Right of way/easement recorded in Vol. 243 page 451 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h10. Right of way/easement recorded in Vol. 333 page 329 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Gas Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h11. Right of way/easement recorded in Vol. 378 page 541 Deed Records of Jefferson County, Texas, originally in favor of United States of America. THIS ITEM DOES AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10 h12. Right of way/easement recorded in Vol. 388 page 810 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h13. Right of way/easement recorded in Vol. 925 page 344 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Pipe Line. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h14. Right of way/easement recorded in Vol. 927 page 424 Deed Records of Jefferson County, Texas, originally in favor of United Gas Pipeline Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h15. Right of way/easement recorded in Vol. 930 page 368 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h16. Right of way/easement recorded in Vol. 938 page 553 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h17. Right of way/easement recorded in Vol. 1485 page 214 Deed Records of Jefferson County, Texas, originally in favor of Humble Pipe Line Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h18. Right of way/easement recorded in Vol. 1492 page 137 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h19. Right of way/easement recorded in Vol. 1545 page 244 Deed Records of Jefferson County, Texas, originally in favor of United States of America. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h20. Right of way/easement recorded in Vol. 1721 page 330 Deed Records of Jefferson County, Texas, originally in favor of Humble Pipe Line Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h21. Right of way/easement recorded in Vol. 1869 page 271 Deed Records of Jefferson County, Texas, originally in favor of United Texas Transmission. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h22. Right of way/easement recorded in Vol. 1899 page 91 Deed Records of Jefferson County, Texas, originally in favor of Exxon Pipeline Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h23. Right of way/easement recorded under County Clerk's Film Code No. 100-37-0588 Real Property Records of Jefferson County, Texas, originally in favor of Union Carbide Corporation. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h24. Right of way/easement recorded under County Clerk's Film Code No. 102-73-0742 Real Property Records of Jefferson County, Texas, originally in favor of Carbon Dioxide Technology Corporation and/or LAI Properties, Inc. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h25. Limitations, if any, on access to, ingress to and/or egress from the subject premises arising from location of railroad right of way between the land and Texas State Hwy. 347, and/or arising from actual access to, ingress to and/or egress from the subject property being by virtue of private roads/limited access provided by Crossing Easement recorded in Volume 879, Page 438 Deed Records Jefferson County, Texas, executed by Kansas City Southern Railway Company to E.I. Dupont de Nemours and Company and by Declaration executed by E.I. Dupont de Nemours and Company as recorded under Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas, and as described by Dedication Note on plot recorded in Vol. 18 page 4 of the Map Records of Jefferson County, Texas.
- 10 h28. Terms, conditions, stipulations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by E.I. Dupont de Nemours and Company as recorded under Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas, AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 44-801-80-252022, Dated January 21, 2009

obtained from existing maps supplied by Dupont Personnel.

Subject property is located outside the limits of the City of Beaumont, and within the unincorporated limits of Jefferson County, Texas.

Access to this property is in common with access to the DuPont property.

Lot 1, Lot 2, and Lot 3 shown on Sheets 1-3 are not contiguous to each other.

### SITE RESTRICTIONS:

Setbacks:

Front	N/A
	N/A
	N/A
Height	None
	None
Zone	None

There are no site restrictions or zoning information in the unincorporated limits of Jefferson County, Texas as per the Jefferson County Engineer's Department. (409) 835-8584

Bank

There is no visible evidence of cemeteries on subject properties.

### Flood Note:

By graphic plotting only, this property is in Zone A8 of the Flood Insurance Rate Map, Community Panel No. 480385 0170 C, which bears an effective date of 11-20-1991. No portion of the subject property lies within a Special Flood Hazard Area, as described on the Flood Insurance Rate Map for the community in which the subject property is located. No field surveying was performed to determine this Zone and an Elevation Certificate may be needed to verify this determination or apply for variance from the Federal Emergency Management Agency. Zone A8 denotes a special flood zone hazard area.

### Basis of Bearing

The bearing N 45°58'29" E being the Southwest line of the subject tract, called 1.5445 acres, known as Lot 3 of the DuPont-Beaumont Industrial Site No. 2 Subdivision of record in Volume 17 on Page 394 of the Map Records of Jefferson County, Texas, was used as "The Basis of Bearing" for this survey. Said Southwest line being designated in said description as N 45°58'29" E 235.11'.

10f. Subject to retained ownership of certain improvements as set forth in Deed recorded under County Clerk's Film Code No. 103-99-1800 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

10g. Subject to permitted encumbrances as identified in Deed recorded under County Clerk's Film Code No. 103-99-1800, Deed recorded under Film Code No. 103-99-1806, and/or Deed of Trust recorded under Film Code No. 103-99-1808, and/or Deed of Trust recorded under Film Code No. 103-99-1812, all in Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

10h. Right of way/easement recorded in Vol. 54 page 234 Deed Records of Jefferson County, Texas, originally in favor of J.A. Lanier. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10i. Right of way/easement recorded in Vol. 58 page 94 Deed Records of Jefferson County, Texas, originally in favor of Sabine Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10j. Right of way/easement recorded in Vol. 59 page 101 Deed Records of Jefferson County, Texas, originally in favor of W.B. White. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10k. Right of way/easement recorded in Vol. 61 page 131 Deed Records of Jefferson County, Texas, originally in favor of W.B. Erios, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10l. Right of way/easement recorded in Vol. 61 page 146 Deed Records of Jefferson County, Texas, originally in favor of Michigan Diamond Oil and Refinery Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10m. Right of way/easement recorded in Vol. 61 page 469 Deed Records of Jefferson County, Texas, originally in favor of Empire State Oil, Coal and Iron Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10n. Right of way/easement recorded in Vol. 177 page 232 Deed Records of Jefferson County, Texas, originally in favor of Texas Pipeline Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10o. Right of way/easement recorded in Vol. 213 page 636 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10p. Right of way/easement recorded in Vol. 243 page 451 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, AND IS NOT PLOTTED HEREON IS BLANKET IN NATURE.

10q. Right of way/easement recorded in Vol. 333 page 329 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Gas Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10r. Right of way/easement recorded in Vol. 388 page 810 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10s. Right of way/easement recorded in Vol. 1785 page 8 Deed Records of Jefferson County, Texas, originally in favor of Mobil Pipe Line Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.

10t. Right of way/easement recorded in Vol. 2114 page 439 Deed Records of Jefferson County, Texas, originally in favor of Shell Pipe Line Corp. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10u. Right of way/easement recorded in Vol. 2262 page 361 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10v. Right of way/easement recorded under County Clerk's Film Code No. 101-78-2558 Real Property Records of Jefferson County, Texas, originally in favor of United Texas Transmission Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10aa. Right of way/easement recorded under County Clerk's Film Code No. 102-18-2205 Real Property Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

10ab. Terms, conditions, stipulations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by E.L. DuPont de Nemours and Company as recorded under Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas. ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

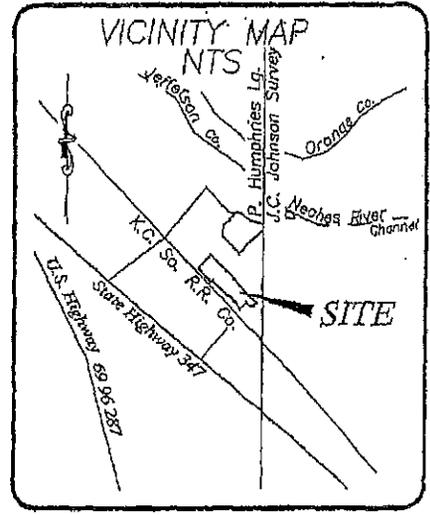
10ac. Fiber Optics Cable Easement dated 10-6-1993 recorded under County Clerk's File No. 9406399 Official Public Records of Real Property Records of Jefferson County, Texas, by and between E. L. Du Pont de Nemours and Company and Southwestern Bell Telephone Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10ad. Easement and Right-of-Way Agreement recorded under County Clerk's File No. 1999047881 Official Public Records of Jefferson County, Texas, executed by Beaumont Methanol, Limited Partnership, originally in favor of Air Products, L.P. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

10ae. Right of Way agreement dated April 17, 1988 recorded under County Clerk's File No. 2001000358 Official Public Records of Real Property of Jefferson County, Texas, executed by Air Liquide America Corporation and Beaumont Methanol. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

# RENT ENCROACHMENTS

the subject property, uncommon to a Plant Site.



**AREA:**  
 13.523 Acres  
 589,058 Square Feet Total

**Parking Stalls**  
 7 Standard Stalls  
 0 Handicap Stalls  
 0 Reserved Stalls

**Basis of Bearing**  
 The bearing S 44°07'00" E being the northeast line of the called 13.524 acre tract of land of record in Volume 845 on Page 33 of the Deed Records of Jefferson County, Texas, was used as "The Basis of Bearing" for this survey. Said northeast line being designated in said description as S 44°07'00" E, 1,576.00'.

THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS CHICAGO TITLE INSURANCE COMPANY, COMMITMENT No. GTH-COM-GTH10508025JK, dated December 7, 2010

- 10a. Subject to retained ownership of certain improvements as set forth in Deed recorded under County Clerk's Film Code No. 103-99-1806 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).
- 10f. Subject to retained ownership of certain improvements as set forth in Deed recorded under County Clerk's Film Code No. 103-99-1800 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).
- 10g. Subject to permitted encumbrances as identified in Deed recorded under County Clerk's Film Code No. 103-99-1800, Deed recorded under Film Code No. 103-99-1806, and/or Deed of Trust recorded under Film Code No. 103-99-1808, and/or Deed of Trust recorded under Film Code No. 103-99-1812, all in Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).
- 10i. Right of way/easement recorded in Vol. 34 page 234 Deed Records of Jefferson County, Texas, originally in favor of J.A. Lanier. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10m. Right of way/easement recorded in Vol. 58 page 94 Deed Records of Jefferson County, Texas, originally in favor of Sabina Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10n. Right of way/easement recorded in Vol. 59 page 101 Deed Records of Jefferson County, Texas, originally in favor of J.H. White. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10o. Right of way/easement recorded in Vol. 61 page 131 Deed Records of Jefferson County, Texas, originally in favor of W.B. Briss, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10p. Right of way/easement recorded in Vol. 61 page 146 Deed Records of Jefferson County, Texas, originally in favor of Michigan Diamond Oil and Railway Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10q. Right of way/easement recorded in Vol. 61 page 466 Deed Records of Jefferson County, Texas, originally in favor of Empire State Oil, Coal and Iron Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10r. Right of way/easement recorded in Vol. 177 page 232 Deed Records of Jefferson County, Texas, originally in favor of Texas Pipeline Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10s. Right of way/easement recorded in Vol. 213 page 636 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10t. Right of way/easement recorded in Vol. 243 page 451 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, AND IS NOT PLOTTED HEREON IS BLANKET IN NATURE.
- 10u. Right of way/easement recorded in Vol. 333 page 329 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Gas Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10v. Right of way/easement recorded in Vol. 888 page 810 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10w. Right of way/easement recorded in Vol. 1788 page 8 Deed Records of Jefferson County, Texas, originally in favor of Mobil Pipe Line Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10x. Right of way/easement recorded in Vol. 2114 page 439 Deed Records of Jefferson County, Texas, originally in favor of Shell Pipe Line Corp. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10y. Right of way/easement recorded in Vol. 2262 page 361 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10z. Right of way/easement recorded under County Clerk's Film Code No. 101-78-2539 Real Property Records of Jefferson County, Texas, originally in favor of United Texas Transmission Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10aa. Right of way/easement recorded under County Clerk's Film Code No. 102-18-2205 Real Property Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10ab. Terms, conditions, stipulations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by E.I. DuPont de Nemours and Company as recorded under Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas. ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10aa. Fiber Optics Cable Easement dated 10-6-1993 recorded under County Clerk's File No. 9406399 Official Public Records of Real Property Records of Jefferson County, Texas, by and between E. I. Du Pont De Nemours and Company and Southwestern Bell Telephone Company. ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10ad. Easement and Right-of-Way Agreement recorded under County Clerk's File No. 1999047881 Official Public Records of Jefferson County, Texas, executed by Beaumont Methanol, Limited Partnership, originally in favor of Air Products, L.P. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10aa. Right of Way agreement dated April 17, 1998 recorded under County Clerk's File No. 2001000358 Official Public Records of Real Property of Jefferson County, Texas, executed by Air Liquide America Corporation and Beaumont Methanol. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. CTH-COM-C7H10306025UK, dated December 7, 2010

Beginning at a 1/2" Rod w/cap marking an interior point within the said Lot 3, and being south corner of the herein described tract;

Thence along the courses and distances over and across the said Lot 3 with the property lines of the herein described tract to an interior corner of the said Lot 3:

- 1) Thence N 44°07'00" W (bearing basis), 581.96' (call 582.00') to a 1/2" Rod w/cap found,
- 2) Thence N 04°07'54" E (call N 04°09'14" E), 247.92' (call 247.89') to a Bent 1/2" Rod found,
- 3) Thence N 45°54'39" E (call N 45°53'00" E), 450.05' (call 450.00') to a 1/2" Rod w/cap found,
- 4) Thence S 71°36'07" E (call S 71°32'27" E), 151.20' (call 152.07') to a 1/2" Rod w/cap found,
- 5) Thence S 44°09'11" E (call S 44°07'00" E), 75.10' (call 75.00') to a 1/2" Rod w/cap found,
- 6) Thence S 62°47'45" E (call S 62°33'06" E), 111.33' (call 110.68') to a 1/2" Rod w/cap found,
- 7) Thence S 43°45'51" E (call S 44°07'00" E), 40.27' (call 40.00') to a 1/2" Rod set,
- 8) Thence S 70°21'49" E (call S 70°19'00" E), 351.07' (call 351.07') to a 1/2" Rod set,
- 9) Thence S 42°46'27" E (call S 44°07'00" E), 20.30' (call 20.30') to a 1/2" Rod w/cap found marking the east line of Pelham Humphries League, the east line of the J.C. Johnson Survey, Abstract No. 34,
- 10) Thence S 00°45'20" W with the west line of the said J.C. Johnson Survey, the east line of the said Pelham Humphries League, Abstract No. 32, in Jefferson County, Texas for a distance of 79.85' to a 1/2" Rod w/cap found,

Thence S 45°52'33" W (call S 45°53'00" W), 838.69' (call 838.63') to the point and place of beginning, containing in area 12.826 acres (558,700 Square feet) of land more or less.

General Notes:

Portions of this drawing were obtained from existing maps supplied by Dupont Personnel.

Subject property is located outside the limits of the City of Beaumont, and within the unincorporated limits of Jefferson County, Texas.

Access to this property is in common with access to the DuPont property.

Lot 1, Lot 2, and Lot 3 shown on Sheets 1-3 are not contiguous to each other.

Parking Stalls

- 0 Standard Stalls
- 0 Handicap Stalls
- 0 Reserved Stalls

Basis of Bearing

The bearing N 44°07'00" W being the southerly line of the called 12.818 acre tract of land of record in Volume 845 on Page 33 of the Deed Records of Jefferson County, Texas, was used as "The Basis of Bearing" for this survey. Said southerly line being designated in said description as N 44°07'00" W, 582.00'.

E3000

7. Consider and possibly approve an auction of surplus property as authorized by Local Government Code §263.152 (a) (1), to be auctioned by Horn's Auction, Inc. The auction is scheduled for Saturday September 3, 2011 at 9:00 A.M.

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Sinegal**  
**Action: APPROVED**

---

### **COUNTY COMMISSIONERS:**

8. Consider authorizing the County Judge to enter / terminate a Burn Ban Order.

**Action: TABLED**

---

9. Consider and possibly approve a Resolution regarding the approval of construction of the Keystone XL Pipeline Project (TransCanada Pipeline.)

**Action: TABLED**

---

10. Consider and possibly authorize the County Judge to execute an Order establishing the criteria for redistricting County Political Boundaries.

**SEE ATTACHED PAGES 276-278**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Arnold**  
**Action: APPROVED**

---

11. Conduct a public hearing to consider the establishment of the Pandora Methanol LLC Reinvestment Zone.

**Action: HEARING CONDUCTED**

---

12. Consider and possibly approve the reappointments of Ms.Rebecca Ford , and Ms.Frances Gallow, and the appointment of Frank Coffin to the Spindletop MHMR Services Board of Trustees, this is a two year term.

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Arnold**  
**Action: APPROVED**

---

### Plat Description:

The portion of the Pandora Zone (Area "1") which is located on the river will be connected by a 10 foot wide corridor to the portion of the Pandora Zone (Area "2") which is closest to it and then; corridor will extend from the corner of those two corners which are closest to one another.





# TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES  
COMMISSIONER

RECEIVED  
DEC 11 2013

December 3, 2013

The Honorable Jeff Branick  
County Judge  
County of Jefferson  
1149 Pearl St.  
Beaumont, TX 77701-3638

Re: Texas Community Development Block Grant Program (TxCDBG)  
Contract No. 711281, Amendment No. 1

Dear Judge Branick:

Enclosed is an executed copy of Amendment No. 1 to Contract No. 711281 between the county of Jefferson, and the Texas Department of Agriculture (TDA) for your records.

Should you have any questions or need additional information concerning this amendment, please do not hesitate to contact your Contract Specialist, Kevin Smith at 512-936-6729 or [Kevin.Smith@TexasAgriculture.gov](mailto:Kevin.Smith@TexasAgriculture.gov).

Sincerely yours,



Veronica Sandoval  
TxCDBG Contract Technician

VS/VS/vs

cc: Contract File

Enclosure



**TEXAS DEPARTMENT OF AGRICULTURE  
TEXAS COMMUNITY DEVELOPMENT PROGRAM  
AMENDMENT NO. 1  
CONTRACT NO. 711281**

**COUNTY OF JEFFERSON**

Section 1.

The Texas Department of Agriculture, an agency of the State of Texas, hereinafter referred to as "Department," and the County of Jefferson, hereinafter referred to as "Contractor," do hereby contract and agree to amend their original contract, as initially executed by the Department effective March 5, 2012, for the performance of community development activities.

Section 2.

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, is revised to read hereafter as given in the Performance Statement attached to this amendment, hereinafter referred to as Exhibit A, and hereby made a part of this amendment. Exhibit A consists of two (2) pages.

Section 3.

The parties hereto agree that this amendment shall require no change to previously approved funding.

Section 4.

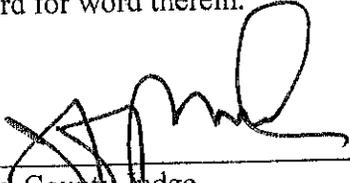
The parties hereto agree that all of the terms of the contract identified in Section 1, including the total funded amount of \$275,000.00, above shall remain in effect and shall continue to govern except to the extent that they conflict with the terms of this amendment.

Section 5.

The parties hereto agree that nothing in this amendment shall be construed as authorizing any violation of federal, state or local laws or regulations as they pertain to the contract identified in Section 1 above.

Section 6.

By the signing of this amendment, the parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 above as though it were set forth word for word therein.

  
\_\_\_\_\_  
Jeff Branick, County Judge  
County of Jefferson

10/28/13  
Date

Approved and accepted on behalf of the Texas Department of Agriculture.

  
\_\_\_\_\_  
Drew DeBerry, Deputy Commissioner  
Texas Department of Agriculture

11.25.13  
Date

This contract amendment is not effective unless signed by the Deputy Commissioner of the Texas Department of Agriculture, or his authorized designee.

**AMENDMENT NO. 1  
EXHIBIT A  
CONTRACT NUMBER 711281  
PERFORMANCE STATEMENT  
COUNTY OF JEFFERSON**

Contractor shall carry out the following activities in the target area identified in its 2011/2012 Community Development Fund application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

**CURRENT NEED**

Residents that live in the community of Cheek do not have yard lines that connect to the existing low-pressure sewer collection line.

**Sewer Improvements**

Contractor shall install low-pressure grinder units in the community of Cheek. Contractor shall install nineteen (19) grinder units, seven thousand five hundred twenty linear feet (7,520 l.f.) of four-inch (4") force main and all associated appurtenances. The West Jefferson County Municipal Water District will own and maintain the grinder units and serve the residents. Construction shall take place at the following locations:

<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Boyt	Lawhon	Landry
Lawhon	Boyt Road	Boyt
Wells	Books	End of Wells Dr.
Kidd Rd	Boyt	115' a long Kidd Rd

These activities shall benefit fifty-one (51) persons, of which thirty-six (36) or seventy (70%) percent are of low to moderate income.

**Rehab: Single-Unit Residential -- Sewer**

Contractor shall provide first-time sewer service to fifteen (15) households in the Community of Cheek. Contractor shall install fifteen (15) electrical panel boxes (for the grinder units), fifteen (15) yard lines, tap fees, and all associated appurtenances. Residents will be served by the West Jefferson County Municipal Water District. Construction shall take place at the following locations as described above.

These activities shall benefit thirty-six (36) persons, of which thirty-six (36) or one hundred percent (100%) are of low to moderate income.

### Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

### Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.

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 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 16, 2013.

Consider and possible approve, execute, receive and file the reappointment of Levon Jones, Larry Landry and Susan Haver to the Jefferson County Emergency Services District #1 Board of Commissioners effective January 01, 2014 through December 31, 2015.

Thank you,

Eddie Arnold  
County Commissioner, Pct. #1

**AGENDA ITEM****December 16, 2013**

Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Thirteenth Supplemental Trust Indenture and Security Agreement and Relating to the Remarketing on December 19, 2013 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010 and related matters.

**CERTIFICATE FOR RESOLUTION**

The undersigned President and Secretary of the Jefferson County Industrial Development Corporation (the "Corporation") hereby certify as follows:

1. In accordance with law, the Board of Directors (the "Board") of the Corporation held a meeting on December 16, 2013, at 1149 Pearl, 4<sup>th</sup> Floor, Beaumont, Texas (the "Meeting") of the duly constituted members of the Board of the Corporation to-wit:

Jeff R. Branick  
Eddie Arnold  
Michael Sinegal  
Everett "Bo" Alfred  
Brent A. Weaver

and all of such persons participated in the Meeting, except the following: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business transactions at the Meeting, a written

RESOLUTION APPROVING THIRTEENTH SUPPLEMENTAL TRUST  
INDENTURE AND SECURITY AGREEMENT AND THE REMARKETING  
OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION  
HURRICANE IKE DISASTER AREA REVENUE BONDS (JEFFERSON  
REFINERY, L.L.C. PROJECT), SERIES 2010 AND RELATED MATTERS

(the "Resolution") was duly introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion prevailed and carried by the following vote:

AYES: \_                      ABSTENTIONS: \_                      NOES:

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are the fully chosen, qualified, and acting members of the Board as indicated therein; each of the members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting and that the Resolution would be introduced and considered for adoption at the Meeting; by signing this Certificate, the Resolution shall be deemed to have been signed; and the meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED THIS \_\_\_\_\_ DAY OF DECEMBER, 2013.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**CERTIFICATE FOR RESOLUTION – Signature Page**

RESOLUTION APPROVING THIRTEENTH SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT AND THE REMARKETING OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION HURRICANE IKE DISASTER AREA REVENUE BONDS (JEFFERSON REFINERY, L.L.C. PROJECT), SERIES 2010 AND RELATED MATTERS

WHEREAS, the Jefferson County Industrial Development Corporation (the "Corporation") is an industrial development corporation created and existing under Chapter 501, Texas Local Government Code (the "Act") pursuant to a resolution adopted by the Commissioners Court of the County on October 28, 1985; and

WHEREAS, Section 704(a) of the Heartland Disaster Tax Relief Act of 2008 (the "Heartland Act") provides that Section 1400N(a) of the Internal Revenue Code of 1986, as amended (the "Code"), shall apply, as modified by the Heartland Act (collectively, the "Hurricane Ike Bond Act"), to any Hurricane Ike disaster area (as defined in Section 704(c) of the Heartland Act); and

WHEREAS, the Hurricane Ike Bond Act provides for the issuance of qualified Hurricane Ike disaster area bonds for qualifying projects located in Jefferson County, Texas (the "Unit"); and

WHEREAS, the Corporation issued and delivered its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, L.L.C. Project) Series 2010, in the original aggregate principal amount of \$300,000,000 on December 30, 2010; and

WHEREAS, the proceeds of the Bonds were loaned to Jefferson Refinery, L.L.C. (the "Borrower") pursuant to that certain Loan Agreement dated as of December 1, 2010 between the Corporation and the Borrower to be used by the Borrower for the purposes described in the Loan Agreement; and

WHEREAS, the Bonds were issued under and are secured by that certain Trust Indenture and Security Agreement, dated as of December 1, 2010 (the "Original Existing Indenture"), between the Corporation and Wells Fargo Bank, National Association as original trustee (the "Original Trustee"), as supplemented by the First Supplemental Trust Indenture and Security Agreement, dated as of March 1, 2011 (the "First Supplement"), the Second Supplemental Trust Indenture and Security Agreement, dated as of June 1, 2011 (the "Second Supplement"), and the Third Supplemental Trust Indenture and Security Agreement, dated as of September 1, 2011 (the "Third Supplement"), by and between the Corporation and the Original Trustee, and as supplemented by the Fourth Supplemental Trust Indenture and Security Agreement, dated as of December 1, 2011 (the "Fourth Supplement"), the Fifth Supplemental Trust Indenture and Security Agreement, dated as of February 1, 2012 (the "Fifth Supplement"), the Sixth Supplemental Trust Indenture and Security Agreement, dated as of March 1, 2012 (the "Sixth Supplement"), the Seventh Supplemental Trust Indenture and Security Agreement, dated as of June 1, 2012 (the "Seventh Supplement"), the Eighth Supplemental Trust Indenture and Security Agreement, dated as of September 1, 2012 (the "Eighth Supplement"), the Ninth Supplemental Trust Indenture and Security Agreement, dated as of December 1, 2012 (the "Ninth Supplement"); and

**RESOLUTION** – Page 1

Supplement”), the Tenth Supplemental Trust Indenture and Security Agreement, dated as of March 1, 2013 (the “Tenth Supplement”), the Eleventh Supplemental Trust Indenture and Security Agreement, dated as of June 1, 2013 (the “Eleventh Supplement”), and the Twelfth Supplemental Trust Indenture and Security Agreement, dated as of September 1, 2013 (the “Twelfth Supplement”), by and between the Corporation and Amegy Bank National Association, as successor trustee (the “Trustee”) (the Original Existing Indenture, the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement, the Tenth Supplement, the Eleventh Supplement, and the Twelfth Supplement collectively referred to herein as the “Existing Indenture”); and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto under the Indenture (defined below); and

WHEREAS, there are Outstanding and subject to remarketing on December 19, 2013 \$269,000,000 of Initial Bonds Tranche Number 1 and \$29,000,000 of Initial Bonds Tranche Number 2; and

WHEREAS, the Borrower has indicated that all of the Initial Bonds Tranche Number 1 are to be remarketed as Initial Bonds Tranche Number 1 with a Reinvestment Remarketing Date of December 30, 2013, and all of the Initial Bonds Tranche Number 2 are to be remarketed as Initial Bonds Tranche Number 2 with a Reinvestment Remarketing Date of December 30, 2013 (all such remarketings on December 19, 2013 to be referred to herein as the “December 19, 2013 Remarketing”); and

WHEREAS, the Borrower has requested that the Corporation give its approval to the December 19, 2013 Remarketing, and authorize the members of its Board of Directors and officers to take such steps as deemed reasonably necessary in their sole discretion to cooperate with the Borrower, the Trustee, Andrews Kurth LLP (“Bond Counsel”) and the Remarketing Agent (as defined in the Existing Indenture) to accomplish the December 19, 2013 Remarketing; and

WHEREAS, the Borrower has requested that the Corporation authorize certain amendments to the Existing Indenture as set forth in the Thirteenth Supplemental Trust Indenture and Security Agreement, dated as of December 1, 2013 (the “Thirteenth Supplement”) substantially in the form presented to the Board, and the Existing Indenture as amended by the Thirteenth Supplement shall be referred to herein as the “Indenture.”

BE IT THEREFORE:

RESOLVED, that all of the facts recited in the preamble hereto are found and declared to be true and correct and the preamble is incorporated into, and made a part of, these Resolutions;

RESOLVED, that the Board approves the Thirteenth Supplement and authorizes any officer or member of the Board to execute and deliver the Thirteenth Supplement substantially in the form presented to the Board with such changes therein as may be approved by the officer(s)

**RESOLUTION** – Page 2

or Board member(s) executing same, their execution thereof being conclusive evidence of such approval;

RESOLVED, that this Board hereby approves the December 19, 2013 Remarketing, and each member of the Board and each officer of the Board is authorized and directed to take steps deemed necessary and convenient in the sole discretion of such Board member or officer to cooperate with the Borrower, the Trustee, the Remarketing Agent and Bond Counsel to successfully accomplish such December 19, 2013 Remarketing, including, but not limited to the execution and delivery of certificates, documents and agreements as shall be deemed necessary and convenient by the members of the Board or officers delivering same, in their sole discretion;

RESOLVED, that the officers or members of the Board, or any of them, are authorized to take any and all action and execute all documents; certificates and agreements necessary to carry out and consummate the transactions described in or contemplated by the instruments approved thereby or otherwise to give effect to the actions authorized hereby and the intent hereof, including, but not limited to the execution and delivery of a tax certificate relating to the tax exemption of the Bonds in form and substance acceptable to the officers executing same, their execution being conclusive evidence of such acceptance;

RESOLVED, there is hereby created an Executive Committee, consisting of any two members of the Board with full powers of the Board to authorize and approve such documents, agreements and/or certificates to accomplish the purposes of this Resolution;

RESOLVED, that all action (not inconsistent with provisions of this Resolution) heretofore taken by this Corporation directed toward the remarketing of the Bonds shall be and the same hereby is ratified, approved, and confirmed;

RESOLVED, that if any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution. In case any obligation of the Corporation authorized or established by this Resolution or the Bonds is held to be in violation of law as applied to any person or in any circumstance, such obligation shall be deemed to be the obligation of the Corporation to the fullest extent permitted by law.

PASSED AND APPROVED this 16th day of December, 2013.

---

Secretary

---

President

**AGENDA ITEM****December 16, 2013**

Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Thirteenth Supplemental Trust Indenture and Security Agreement and Relating to the Remarketing on December 30, 2014 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010 and related matters.

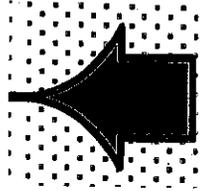


members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting; that said Resolution would be introduced and considered for passage at said Meeting; that each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED THIS \_\_\_ day of December, 2013.

\_\_\_\_\_  
Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

\_\_\_\_\_  
The Honorable Jeff A. Branick County Judge  
Jefferson County, Texas



**CERTIFICATE FOR RESOLUTION - Signature Page**

**RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS APPROVING THE ACTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION APPROVING A THIRTEENTH SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT, AND OTHER MATTERS RELATING TO THE REMARKETING OF ITS HURRICANE IKE DISASTER AREA REVENUE BONDS (JEFFERSON REFINERY, L.L.C. PROJECT), SERIES 2010**

WHEREAS, pursuant to the authority granted by Chapter 501, Texas Local Government Code, as amended (the "Act"), this Commissioners Court has authorized the creation of a nonprofit public corporation to act on its behalf to finance, under the Act, "projects" thereunder; and

WHEREAS, by resolution dated October 28, 1985, this Commissioners Court authorized the creation of such a corporation, known as the Jefferson County Industrial Development Corporation, pursuant to the Act (the "Corporation"); and

WHEREAS, the Corporation has issued its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, L.L.C. Project), Series 2010 (the "Bonds"); and

WHEREAS, the Corporation adopted or intends to adopt its Resolution approving the Thirteenth Supplemental Trust Indenture and Security Agreement and the remarketing of a portion of the Bonds and related matters, a copy of which is attached hereto as Exhibit A (the "Issuer's Resolution"); and

WHEREAS, this Commissioners Court deems it necessary and convenient to approve the actions of the Corporation as set forth in the Issuer's Resolution.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

Section 1. That the findings and declarations contained in the preambles of this resolution are incorporated herein as part of this resolution.

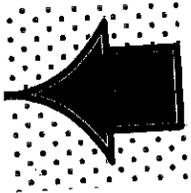
Section 2. That the adoption of the Issuer's Resolution by the Corporation and the actions described therein are hereby authorized and approved.

Section 3. That the County Judge, any Commissioner and any officer or employee of the County is authorized to take such action and execute and deliver such document, certificate or agreement as may be necessary to effect the substance of this resolution, in form and substance acceptable to the persons so executing, their execution being conclusive evidence of such acceptance, and any such action heretofore taken is hereby approved and ratified.

**RESOLUTION – Page 1**

Section 4. That this resolution shall take effect immediately from and after its adoption.

PASSED AND APPROVED this 16th day of December, 2013.



\_\_\_\_\_  
County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

**EXHIBIT A**

**SUBSTANTIALLY FINAL FORM OF ISSUER'S RESOLUTION**

**(SEE ATTACHED)**

**EXHIBIT A-1**

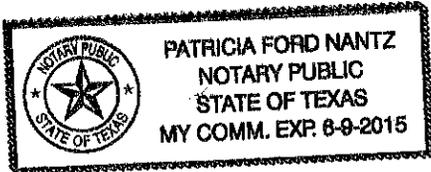
COUNTY OF JEFFERSON §  
PRECINCT NO. 1 §

ANNUAL ROAD REPORT

- 1. Condition of each road, culvert, and bridge in the precinct: *Roads - 80%, Culverts (65%), Bridges 95%*
- 2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: *\$ 718,000.-*
- 3. Number of traffic control devices in the precinct defaced or torn down: *74 Signs, 43 Posts*
- 4. Any new road that should be opened in the precinct: *Not at this time*
- 5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: *Yes, \$ 250,000.-*

Submitted by the undersigned on this 13<sup>th</sup> day of December  
*Eddie L. Arnold*  
Commissioner, Precinct #1

Subscribed and sworn to, before me, the undersigned authority, this 13<sup>th</sup> day of December.  
*Patricia Ford Nantz*  
Notary Public



My commission expires: 06-09-2015

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

COUNTY OF JEFFERSON  
PRECINCT NO. 2

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**ANNUAL ROAD REPORT**

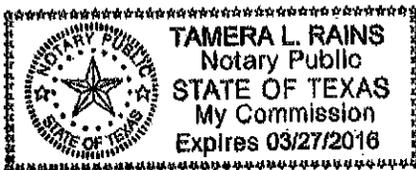
1. Condition of each road, culvert, and bridge in the precinct: Generally Good Condition
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,309,753 approximate total for the administrative and maintenance of roads see complete 2013-2014 budget.
3. Number of traffic control devices in the precinct defaced or torn down: None signs and traffic control devices are replaced/repared when found to be damaged or in need of replacement
4. Any new road that should be opened in the precinct: None identified at this time review pending.
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See 2013-2014 Road & Bridge Precinct 2 budget.

Submitted by the undersigned on this 12 day of December 2013

Brent Weaver  
Commissioner, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this 12 day of December 2013

Tamera L. Rains  
Notary Public



March 27, 2016  
My commission expires: \_\_\_\_\_

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

COUNTY OF JEFFERSON  
PRECINCT NO. 3

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ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct: *Fair to Excellent.*
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: *Approximately \$600,000<sup>002</sup>*
3. Number of traffic control devices in the precinct defaced or torn down: *108 needs to be updated.*
4. Any new road that should be opened in the precinct: *Under study at this time.*
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: *258 of Culverts; 1 Bridge*

Submitted by the undersigned on this 13<sup>th</sup> day of December.

*Michael D. Singer*  
Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 13<sup>th</sup> day of December.

*Lori M Breaux*  
Notary Public

*Lori M Breaux*  
My commission expires: 12-20-16



[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]

COUNTY OF JEFFERSON

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PRECINCT NO. 4

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct:  
Generally Good Condition.

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year: \$1,310,485.00 (approximate amount from 2013-2014 budget.)

3. Number of traffic control devices in the precinct defaced or torn down: None

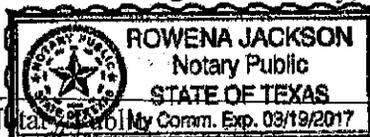
4. Any new road that should be opened in the precinct: All roads should be open. (Clark Road was taken off the County inventory 8/26/13.)

5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: See Precinct # 4 2013-2014 Budget.

Submitted by the undersigned on this 13 day of December 2013.

[Signature]  
Commissioner, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this 13 day of December 2013.



[Signature]  
My commission expires: 03/19/2017

[File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year – Section 251.005, Transportation Code]





# Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the \_\_\_\_ day of \_\_\_\_\_, 2013, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, the following Resolution was adopted:

**WHEREAS, CHARLES "CHARLIE" LEE MELANCON**, has devoted 20 years of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, CHARLES "CHARLIE" LEE MELANCON**, has dedicated his talents and pledged his services as a Corrections Officer and a Peace Officer for the Jefferson County Correctional Facility, Adult Boot Camp, and Youth Academy; and

**WHEREAS, CHARLES "CHARLIE" LEE MELANCON**, has dedicated his services as a Deputy in Law Enforcement for the Jefferson County Sheriff's Office in the Patrol Unit and K-9 Unit along with his K-9 dog name "Caro"; and

**WHEREAS, CHARLES "CHARLIE" LEE MELANCON**, has made an outstanding contribution to the Jefferson County Sheriff's Office, serving as the Livestock Deputy for 9 years in the Animal Control Unit of the Jefferson County Sheriff's Office; and

**WHEREAS**, through hard work and commitment to excellence, **CHARLES "CHARLIE" LEE MELANCON**, has earned the respect of his colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, **CHARLES "CHARLIE" LEE MELANCON**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **CHARLES "CHARLIE" LEE MELANCON**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**JUDGE 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

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**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4

**Special, December 16, 2013**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, December 16, 2013