

**REGULAR, 1/13/2014 1:30:00 PM**

BE IT REMEMBERED that on January 13, 2014, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*January 13, 2014*

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  
January 13, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **13th** day of **January 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

WORKSHOP: 10:30 a.m. – Workshop session to discuss 2014 Property Insurance Renewal.

WORKSHOP: 11:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code § 551.087 to discuss or deliberate regarding commercial or financial information received from a business prospect sought to be located in Jefferson County with which the County is conducting economic development negotiations and/or to deliberate the offer of incentives.

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

**PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One**

**PURCHASING:**

1. Consider and approve, execute, receive and file a renewal for (RFP 12-032/JW), Re-bid for Term Contract for Automated Teller Machines (ATM) Installation and Operation for Jefferson County with Citywide ATM for the first additional one (1) year renewal from January 27, 2014 to January 26, 2015.

**SEE ATTACHMENTS ON PAGES 8 - 8**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 11-013/KJS), Term Contract for Motor Fuel for Jefferson County with Petroleum Traders and Tri-Con, Inc. for a third additional one (1) year renewal from March 4, 2014 to March 3, 2015.

**SEE ATTACHMENTS ON PAGES 9 - 10**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

3. Consider and approve, execute, receive and file a contract price extension for (RFP 08-089/JN), Inmate Telephone Service for Jefferson County with DSI-ITI, LLC. for a period of 90 days, extending the current contract expiration from February 8, 2014 to May 8, 2014.

**SEE ATTACHMENTS ON PAGES 11 - 11**

**Motion by: Commissioner Sinegal**

**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  
January 13, 2014*

4. Consider and approve, execute, receive and file a contract price extension for Contract # 1-300230 for Inmate Telephone Service for the Jefferson County Women's Center with Securus Technologies for a period of 90 days, extending the current contract expiration from February 25, 2014 to May 25, 2014.

**SEE ATTACHMENTS ON PAGES 12 - 12**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

5. Consider and possibly approve, execute, receive, and file Change Order # 1 for (IFB 13-015/JW), Keith Lake Park Boat Ramp, with Shirley & Sons Construction Co., Inc. for an increase of \$37,880.00 for changes to embankment quantities, additional wood pilings, and additional concrete work, bringing the total contract to \$2,270,915.08. The days for completion will not change.

**SEE ATTACHMENTS ON PAGES 13 - 14**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

6. 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 February 1, 2014 at 9:00 A.M.

**SEE ATTACHMENTS ON PAGES 15 - 16**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

7. Consider and approve FY 2014 budget amendment - Sheriff's Department - replacement of livestock truck and patrol vehicle.

120-3059-421-6007	AUTOMOBILES	\$47,087.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$47,087.00

**SEE ATTACHMENTS ON PAGES 17 - 19**

**Motion by: Commissioner Weaver  
Second by: Commissioner Sinegal  
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred  
Action: APPROVED**

8. Regular County Bills - check #389116 through check #389352.

**SEE ATTACHMENTS ON PAGES 20 - 29**

**Motion by: Commissioner Weaver  
Second by: Commissioner Sinegal  
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred  
Action: APPROVED**

## **COUNTY COMMISSIONERS:**

9. Consider, possibly approve, authorize the County Judge to sign and receive and file a Deed Without Warranty which conveys the Al Price Juvenile Correctional Facility located at Hwy 69 and FM 3514 in Beaumont, Texas to Jefferson County, Texas.

**SEE ATTACHMENTS ON PAGES 30 - 36**

**Motion by: Commissioner Weaver  
Second by: Commissioner Alfred  
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred  
Action: APPROVED**

10. Consider, possibly approve, receive and file a property tax abatement between OCI N.V. and Jefferson County, for Phase 1, pursuant to 312.401, Texas Tax Code (Property Redevelopment and Tax Abatement Act.)

**SEE ATTACHMENTS ON PAGES 37 - 94**

**Motion by: Commissioner Alfred  
Second by: Commissioner Arnold  
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred  
Action: APPROVED**

*Notice of Meeting and Agenda and Minutes  
January 13, 2014*

11. Consider, possibly approve, receive and file a property tax abatement between OCI N.V. and Jefferson County, for Phase 11, pursuant to 312.401, Texas Tax Code (Property Redevelopment and Tax Abatement Act.)

**SEE ATTACHMENTS ON PAGES 95 - 150**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**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 Fifteenth Supplemental Trust Indenture and Security Agreement and Other Matters Relating to the Remarketing on January 15, 2014 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010, Including the Amendment and Partial Assignment and Assumption of the Loan Agreement Related to Such Bonds.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**ENGINEERING:**

13. Consider and possibly approve the Final Plat of Goodeaux Addition, a 2.04 acre tract out of the E. Raines Survey, Abstract No. 44. This property is located in Precinct No. 1 on Boutwell Road and is within the City of Beaumont's ETJ.

**SEE ATTACHMENTS ON PAGES 151 - 152**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*January 13, 2014*

14. Execute, receive and file Pipeline Permits 01-P-14 through 07-P-14 to Sunoco Pipeline L.P. for distribution of NGL Y-Grade, refined product, crude oil, and petroleum products. This project is located in Precincts 2 and 4.

**SEE ATTACHMENTS ON PAGES 153 - 161**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

15. Consider, possibly approve, and authorize the County Judge to sign the 1033 Texas Department of Public Safety Surplus Property Program Application Letter for Screening and Receiving Surplus Property for compliance with the Defense Authorization Act, 1997.

**SEE ATTACHMENTS ON PAGES 162 - 176**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

**Other Business:**

SET NEXT MEETING DATE- MONDAY- JANUARY 20, 2014 IS A COUNTY HOLIDAY (MARTIN LUTHER KING, JR. DAY)

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

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

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**Jeff R. Branick**  
**County Judge**

**CONTRACT RENEWAL FOR (RFP 12-032/JW)  
RE-BID FOR TERM CONTRACT FOR AUTOMATED TELLER MACHINES  
(ATM) INSTALLATION AND OPERATION FOR JEFFERSON COUNTY**

The County entered into a contract with Citywide ATM for one (1) year, from January 28, 2013 to January 27, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a first additional one (1) year renewal from January 27, 2014 to January 26, 2015.

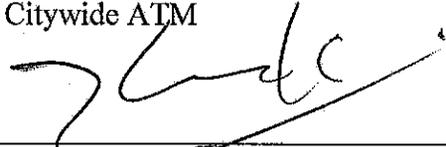
ATTEST:

JEFFERSON COUNTY, TEXAS

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

\_\_\_\_\_  
Jeff Branick, County Judge

CONTRACTOR:  
Citywide ATM

 12-28-2013  
\_\_\_\_\_  
(Name)

**CONTRACT RENEWAL FOR IFB 11-013/KJS  
TERM CONTRACT FOR MOTOR FUEL  
FOR JEFFERSON COUNTY**

The County entered into a contract with Petroleum Traders for one (1) year, from March 7, 2011 to March 6, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from March 4, 2014 to March 3, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

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

\_\_\_\_\_  
Jeff R. Branick, County Judge

CONTRACTOR:  
Petroleum Traders

Gayle Newton  
(Name)

**CONTRACT RENEWAL FOR IFB 11-013/KJS  
TERM CONTRACT FOR MOTOR FUEL  
FOR JEFFERSON COUNTY**

The County entered into a contract with Tri-Con, Inc. for one (1) year, from March 7, 2011 to March 6, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a third additional one (1) year renewal from March 4, 2014 to March 3, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

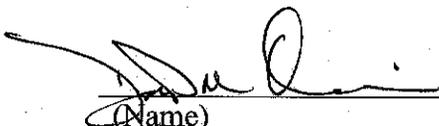
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Carolyn L. Guidry, County Clerk

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Jeff R. Branick, County Judge

CONTRACTOR:  
Tri-Con, Inc.

  
\_\_\_\_\_  
(Name)

DAVID OLIVER



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

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

January 6, 2014

DSI-ITI, LLC  
5000 Sixth Avenue, Suite 1  
Altoona, PA 16602  
Attention: Mr. Anthony Bambocci, President

Dear Mr. Bambocci:

Please be advised that Contract No. 08-089/JN, Inmate Telephone Service for Jefferson County will expire on February 8, 2014. As Jefferson County is currently working towards procuring a new term contract for inmate telephone services by releasing a Request for Proposal, it is requested that your company extend your services and current contracted rates for an additional (90) ninety days, with the expiration date being **May 8, 2014**.

**Please sign the acknowledgment below and return it to my office via E-mail, fax, or otherwise by 5:00pm, Monday, January 10, 2014 to indicate your agreement.** Jefferson County appreciates your cooperation with this extension.

Best regards,

Deborah L. Clark  
Purchasing Agent  
DC: jw

Price Extension Received and Accepted: \_\_\_\_\_ 1/8/14 \_\_\_\_\_  
Date

Contractor: \_\_\_\_\_ DSI-ITI, LLC.

Signature: \_\_\_\_\_ *Anthony R. Bambocci* \_\_\_\_\_

Print Name and Title: Anthony R. Bambocci  
President, DSI-ITI

ATTEST: \_\_\_\_\_  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

DATE: \_\_\_\_\_

Jeff R. Branick, Jefferson County Judge



**JEFFERSON COUNTY PURCHASING DEPARTMENT**

*Deborah L. Clark, Purchasing Agent*

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

January 6, 2014

Securus Technologies  
20903 Cactus Peak  
San Antonio, Texas 78258  
Attention: Ms. Sally Zeitvogel, Major Account Manager

Dear Ms. Zeitvogel:

Please be advised that the Securus Contract # 1-300260 with the Jefferson County Women's Center (formerly known as the Jefferson County Restitution Center) will expire on February 25, 2014. As Jefferson County is currently working towards procuring a new term contract for inmate telephone services by releasing a Request for Proposal, it is requested that your company extend your services and current contracted rates for an additional (90) ninety days, with the expiration date being **May 25, 2014**.

**Please sign the acknowledgment below and return it to my office via E-mail, fax, or otherwise by 5:00pm, Monday, January 10, 2014 to indicate your agreement.** Jefferson County appreciates your cooperation with this extension.

Best regards,

Deborah L. Clark  
Purchasing Agent  
DC: jw

Price Extension Received and Accepted: \_\_\_\_\_

1/7/14

Date

Contractor: \_\_\_\_\_

Securus Technologies

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Gary M. Boyd  
CFO



**ATTEST:** \_\_\_\_\_

Carolyn L. Guidry, County Clerk

**JEFFERSON COUNTY, TEXAS**

**DATE:** \_\_\_\_\_

Jeff R. Branick, Jefferson County Judge

# Change Order

No. 1

Date of issuance: 1-13-14 Effective Date: 1-14-14

Project: Keith Lake Park Boat Ramp	Owner: Jefferson County	Owner's Contract No.: IFB 13-015/JW
Contract:		Date of Contract: 11-12-13
Contractor: Shirley & Sons Construction Co., Inc.		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: To reduce embankment quantities by 170 cubic yards (-\$5,780), drive 6 additional wood piling and fasten to boat ramp (\$20,890), and additional concrete work (\$22,770) for a total increase of \$37,880 with no change in Contract Time.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$2,233,035.08	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order:  \$2,233,035.08	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order:  \$37,880.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order:  \$2,270,915.08	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED:  
By: Steven Stefford  
Engineer (Authorized Signature)  
Date: 1-9-14  
Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:  
By: Jeff R. Brown  
Jefferson County Judge  
Date: Jan 13, 2014

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 1-9-14

**SHIRLEY & SONS**  
**CONSTRUCTION COMPANY, INC.**

P.O. Box 429 • Cleveland, Texas 77328-0429  
15705 FM 787 West • Cleveland, Texas 77327  
HOUSTON LINE: (713) 222-7881 • PHONE: (281) 592-9254 • FAX: (281) 592-9543

January 8, 2014

Change Order #1  
Keith Lake Boat Ramp  
Attn: Steve Stafford

1. Additional Concrete Work	\$22,770.00
2. Furnish and Drive 7 Additional Piles	\$20,890.00
3. Credit for Stab. Sand 170 CY x \$34.00	(\$5,780.00)
<hr/>	
<b>4. Total Change Order #1</b>	<b>\$37,880.00</b>

Any questions please call.

  
Ronald R. Shirley



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent *DC*

Date: January 6, 2014

Re: Surplus Property Auction

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 February 1, 2014 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE  
 HORN AUCTION

February 1, 2014

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CHILD WELFARE	POLAROID ONE 600 CAMERA	BET.3476PBSD	27040
CHILD WELFARE	CANON SURESHOT 80u 35mm CAMEA	8838034	27041
CHILD WELFARE	HP PHOTOSMART M407 DIGITAL CAMERA	CN495329CV	29011
CHILD WELFARE	HP PHOTOSMART M407 DIGITAL CAMERA	CN495329K9	29012
CHILD WELFARE	HP PHOTOSMART M425v DIGITAL CAMERA	CN65AD70HW	30230
CHILD WELFARE	AKAI 6 MP DIGITAL CAMERA	9FGAKAC65A001ZY	30237
<i>contact person: Sylvia Moore/Purchasing</i>			
CONSTABLE PCT. 2	GREEN OFFICE CHAIR		20461
<i>contact person: Linda Cormier</i>			
DISTRICT ATTORNEY	10-DRAWER FILING CABINET		12495
DISTRICT ATTORNEY	8-DRAWER FILING CABINET		2093
DISTRICT ATTORNEY	DESK		1713
<i>contact person: Emily Beagh</i>			
CONSTABLE PCT. 4	2007 FORD CROWN VICTORIA	2FAFP71W87X137609	32761
<i>contact person: David Fontenot/Service Center</i>			
CONSTABLE PCT. 6	BLACK LEATHER OFFICE CHAIR		30320
CONSTABLE PCT. 6	BLACK LEATHER OFFICE CHAIR		30322
<i>contact person: Samantha Redeaux</i>			



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF G. MITCH WOODS

CHIEF RON HOBBS  
LAW ENFORCEMENT

CHIEF GEORGE MILLER  
CORRECTIONS

CHIEF MARK DUBIOS  
SERVICES

DATE: January 8, 2014

TO: Patrick Swain  
Auditor

FROM: Chief Mark Dubois

RE: Replacement vehicle

The Sheriff's Office is requesting to utilize contingency funds for the purchase of a replacement patrol livestock vehicle that experienced a total engine failure. The cost of a replacement engine will exceed the value of the truck. The amount of a replacement truck will be \$28,852.05.

The Sheriff's Office is also requesting to utilize contingency funds for the purchase of a replacement patrol vehicle that was recently destroyed in a motor vehicle accident. The at-fault driver's insurance has paid the County \$10,020.50 for the value of the destroyed vehicle. The amount of a replacement vehicle will be \$28,255.00. Contingency funds requested will be \$18,234.50 to account for the difference.

Quotes for both vehicles attached.

Feel free to contact me if you have any questions.

Thanks,

Mark Dubois  
Deputy Chief, Services



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

VE11-13

Date Prepared:

1/6/2014

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	JEFFERSON COUNTY	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	DAVID FONTENOT	Prepared By:	AVERYT KNAPP
Phone:	409-835-8593 / 409-656-3084	Phone:	979-567-6116
Fax:	409-835-8513	Fax:	979-567-0853
Email:	DFONTENOT@CO.JEFFERSON.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A15	Description:	2014 CHEVROLET TAHOE CC10706
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 28,756.00

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	460		
		Subtotal From Additional Sheet(s):	
		<b>Subtotal B:</b>	460

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		<b>Subtotal C:</b>	0

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

**D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)**

Description	Cost	Description	Cost
DELIVERY	INCL	CREDIT IN STOCK ALLOWANCE	-1561
EXTERIOR COLOR WA722J/9V7	INCL		
		<b>Subtotal D:</b>	-1561

**E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D):** 27655

Quantity Ordered:	1	X Subtotal of A + B + C + D:	27655	= Subtotal E:	27655
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**F. H-GAC Fee Calculation (From Current Fee Tables):** Subtotal F: 600

**G. Trade-Ins / Other Allowances / Special Discounts**

Description	Cost	Description	Cost
IMMEDIATE DELIVERY			
		<b>Subtotal G:</b>	0

**Delivery Date:** UNIT IN STOCK **H. Total Purchase Price (E+F+G):** 28255

*replacement for Livestock truck*

**BUYBOARD #430-13**  
**Vehicles and Heavy Duty Trucks**  
**PRODUCT PRICING SUMMARY BASED ON CONTRACT**  
**VENDOR: SILSBEE FORD & SILSBEE TOYOTA**  
 1211 U.S. HWY 96N  
 SILSBEE, TX 77656

End User: JEFFERSON COUNTY Silsbee Rep: KEN DURBIN  
 Contact: DAVID FONTENOT 0-409-825-8592 Phone/email: KDURBIN.COWBOYFLEET@GMA  
 Phone/email: DFONTENOT@CO.JEFFERSON.TX.US Date: Thursday, December 19, 2013  
 Product Description: 2014 FORD F-250 SUPER DUTY

A. Base Price: \$ **16,513.00**

A. Bid Series: \_\_\_\_\_

B. Published Options (Itemize each below)

Code	Options	Bid Price	Code	Options	Bid Price
W2A	CREW CAB UPGRADE	\$ 3,676.00			
X3E	LIMITED SLIP AXLE	\$ 366.00		BLUE EXT. / GRAY INT	
90L	POWER GROUP / WINDOWS & LOCK	\$ 1,038.00		CUSTOMER PICK UP	
52B	TRAILER BRAKE CONTROLLER	\$ 216.00		\$WB MODEL ONLY	
529	CRUISE CONTROL	\$ 320.00	1	6.2L ENGINE	STD
1	XLT UPGRADE PKG. / 6 WAY	\$ 2,845.00	1	RUBBER FLOOR COVERING	STD
1	BUCKET SEATS W-FRONT CONSOLE	\$ 841.30			
W2B	4X4 UPGRADE PKG.	\$ 2,845.00		TRADE INS WELCOME	
213	SHIFT ON FLY	\$ 185.00	X3E	LIMITED SLIP AXLE	\$ 390.00
41P	SKID PLATE PKG.	\$ 125.00			
585	CLASS # 3 TOW PKG.	\$ 285.00			
<b>Total of B. Published Options:</b>					<b>\$ 13,092.30</b>

C. Unpublished Options (Itemize each below, not to exceed 25%)

\$= 4.0 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG.	\$ 90.00		
L1275 / 70R 18E ALL TERRAIN TIRES	\$ 245.00		
15J 5TH WHEEL HITCH	\$ 855.00		
<b>Total of C. Unpublished Options:</b>			<b>\$ 1,190.00</b>

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ 21.75
- F. Manufacturer Destination/Delivery: \$ 1,195.00
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustments: \_\_\_\_\_
- J. Additional Delivery Charge: 0 miles \$ -
- K. Subtotal: \$ 31,952.05
- L. Quantity Ordered \_\_\_\_\_ x K = \$ 31,952.05
- M. Trade in: 2008 FORD F-250 8/C PER LIST \$ (3,500.00)
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ 400.00
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 28,852.05

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	84.46	389268	84.46**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	49.99	389169	
MUNRO'S	62.90	389173	
SCOOTER'S LAWNMOWERS	6.99	389195	
SMART'S TRUCK & TRAILER, INC.	18.54	389199	
AT&T	60.88	389201	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	389211	
UNITED RENTALS	218.18	389265	
SAM'S CLUB DIRECT	30.00	389331	
ASCO	162.75	389340	672.77**
ROAD & BRIDGE PCT.#2			
ENTERGY	517.36	389150	517.36**
ROAD & BRIDGE PCT. # 3			
ENTERGY	688.88	389150	
PHYSICIAN SALES & SERVICE, INC.	351.40	389185	
AT&T	84.66	389201	
W. JEFFERSON COUNTY M.W.D.	25.13	389212	
SAM'S CLUB DIRECT	75.00	389331	1,225.07**
ROAD & BRIDGE PCT.#4			
GCR BEAUMONT TRUCK TIRE CENTER	2,158.32	389148	
ENTERGY	11.04	389150	
M&D SUPPLY	333.11	389169	
MUNRO'S	126.56	389173	
NAPA AUTO PARTS	127.28	389175	
PARTS EXCHANGE COMPANY, INC.	120.00	389183	
SMART'S TRUCK & TRAILER, INC.	48.40	389199	
TRI-CON, INC.	4,688.94	389207	
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	389211	
W. JEFFERSON COUNTY M.W.D.	92.66	389212	
WHEELER TRUCK BODY EQUIPMENT	1,009.40	389214	
ZEE MEDICAL SERVICE	25.31	389216	
US POSTAL SERVICE	56.00	389242	
LANSDOWNE-MOODY CO	192.30	389273	
ADVANCED CUTTING SYSTEM	237.03	389277	
INTERSTATE ALL BATTERY CENTER - BMT	411.80	389303	
ON TIME TIRE	667.94	389326	
SAM'S CLUB DIRECT	60.00	389331	
ASCO	138.53	389340	
TERI D WELLS-GUILLORY	110.00	389352	10,677.16**
ENGINEERING FUND			
OFFICE DEPOT	65.84	389180	65.84**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	32.51	389135	
AT&T	28.88	389200	
W. JEFFERSON COUNTY M.W.D.	50.26	389212	111.65**
GENERAL FUND			
TAX OFFICE			
GUARDIAN FORCE	153.00	389121	
NADA APPRAISAL GUIDES, INC.	435.00	389174	
OFFICE DEPOT	1,927.81	389180	
PITNEY BOWES, INC.	21.00	389186	
ACE IMAGEWEAR	20.38	389197	
AT&T	100.02	389201	
CDW COMPUTER CENTERS, INC.	423.96	389224	
UNITED STATES POSTAL SERVICE	1,638.54	389236	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	244.28	389237	
ROCHESTER ARMORED CAR CO INC	352.00	389313	
CUMMINS-ALLISON CORP	409.00	389332	5,724.99*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	115.00	389130	
CAREER TRACK SEMINARS	49.00	389132	
PRE CHECK, INC.	78.50	389228	
UNITED STATES POSTAL SERVICE	2.69	389236	245.19*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	15.54	389236	15.54*
COUNTY CLERK			
FED EX	14.21	389147	
M&D SUPPLY	8.10	389169	
OFFICE DEPOT	486.56	389180	
DECISION ONE CORPORATION	174.87	389218	
UNITED STATES POSTAL SERVICE	307.57	389236	
UNITED STATES POSTAL SERVICE	46.28	389237	
PCM-G	262.80	389301	
SAM'S CLUB DIRECT	15.00	389331	1,315.39*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	600.00	389149	
UNITED STATES POSTAL SERVICE	4.24	389236	
JEFF R BRANICK	164.04	389274	768.28*
RISK MANAGEMENT			
OFFICE DEPOT	318.58	389180	
UNITED STATES POSTAL SERVICE	1.92	389236	320.50*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	15.36	389236	
LEXISNEXIS- ACCURINT	120.00	389309	135.36*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	1,023.51	389181	
COASTAL BUSINESS SUPPLIES INC	124.53	389295	1,148.04*
PURCHASING DEPARTMENT			
HERNANDEZ OFFICE SUPPLY, INC.	209.00	389158	
OFFICE DEPOT	102.92	389180	
SAM'S CLUB DIRECT	60.00	389331	371.92*
GENERAL SERVICES			
USA MOBILITY WIRELESS, INC	3.00	389118	
CASH ADVANCE ACCOUNT	25.00	389163	
OLMSTED-KIRK PAPER	305.55	389181	
INTERFACE EAP	1,679.70	389220	
VERIZON WIRELESS	303.92	389231	
RAPE & SUICIDE CRISIS OF SET, INC.	10,000.00	389299	
LEXISNEXIS- ACCURINT	120.00	389309	
ROCHESTER ARMORED CAR CO INC	3,858.78	389313	
SAM'S CLUB DIRECT	15.00	389331	16,310.95*
DATA PROCESSING			
USA MOBILITY WIRELESS, INC	12.06	389118	
OFFICE DEPOT	247.87	389180	
CDW COMPUTER CENTERS, INC.	97.46	389224	
TODD L. FREDERICK	226.57	389241	
CRYSTAL SANDERS	398.89	389279	
MICHAEL BAIN	319.79	389281	

NAME	AMOUNT	CHECK NO.	TOTAL
TIGER DIRECT.COM	68.98	389297	
LEXISNEXIS- ACCURINT	240.00	389309	
VMWARE INC	3,465.00	389314	5,076.62*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	239.11	389180	
UNITED STATES POSTAL SERVICE	178.67	389236	417.78*
ELECTIONS DEPARTMENT			
SECRETARY OF STATE - ELECTIONS DIV.	440.00	389196	
VERIZON WIRELESS	3,719.73	389229	
UNITED STATES POSTAL SERVICE	34.50	389236	4,194.23*
DISTRICT ATTORNEY			
OFFICE DEPOT	432.69	389180	
TEXAS DISTRICT & COUNTY ATTY ASSN.	2,055.00	389205	
UNITED STATES POSTAL SERVICE	117.92	389236	
UNITED STATES POSTAL SERVICE	3.62	389237	
RECALL TOTAL INFORMATION MANAGEMENT	464.11	389254	
LEXISNEXIS- ACCURINT	480.00	389309	
PDR DISTRIBUTION LLC	119.90	389320	
FILE & SERVE XPRESS LLC	61.00	389338	
THOMSON REUTERS-WEST	836.33	389341	4,570.57*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	260.00	389167	
OFFICE DEPOT	223.95	389180	
UNITED STATES POSTAL SERVICE	125.41	389236	609.36*
CRIMINAL DISTRICT COURT			
WILBARGER COUNTY, TEXAS - COUNTY	1,210.00	389120	
DAVID W BARLOW	4,167.00	389129	
RONALD E. LANIER	900.00	389223	
RAQUEL WEST	8,334.00	389249	
AUDWIN M SAMUEL	800.00	389345	15,411.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.77	389236	.77*
172ND DISTRICT COURT			
LEXIS-NEXIS	51.00	389238	51.00*
252ND DISTRICT COURT			
DAVID W BARLOW	4,167.00	389129	
LEAH HAYES	116.40	389156	
MARSHA NORMAND	800.00	389176	
MIKE VAN ZANDT	8,334.00	389209	
BRACK JONES JR.	8,333.33	389221	
TERI DAIGLE, CSR, RPR	115.55	389227	
UNITED STATES POSTAL SERVICE	7.30	389236	
SHEIGH SUMMERLIN	8,333.33	389270	
SUMMER TANNER	1,076.70	389276	31,283.61*
317TH DISTRICT COURT			
JUDY PAASCH	2,233.33	389260	2,233.33*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	16.69	389236	
LEXISNEXIS- ACCURINT	120.00	389309	136.69*
JUSTICE COURT-PCT 1 PL 2			
TALON INSURANCE AGENCY, LTD	100.00	389243	

NAME	AMOUNT	CHECK NO.	TOTAL
LEXISNEXIS- ACCURINT	120.00	389309	220.00*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	94.24	389180	214.24*
LEXISNEXIS- ACCURINT	120.00	389309	
JUSTICE COURT-PCT 4			
LEXISNEXIS- ACCURINT	120.00	389309	120.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	31.23	389236	151.23*
LEXISNEXIS- ACCURINT	120.00	389309	
JUSTICE COURT-PCT 7			
AT&T	29.34	389201	149.34*
LEXISNEXIS- ACCURINT	120.00	389309	
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	238.14	389237	358.14*
LEXISNEXIS- ACCURINT	120.00	389309	
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.54	389236	71.96*
SIERRA SPRING WATER CO. - BT	70.42	389239	
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	389122	1,129.28*
TRAVIS EVANS	250.00	389146	
UNITED STATES POSTAL SERVICE	19.28	389236	
LAURIE PEROZZO	550.00	389306	
LEXISNEXIS- ACCURINT	60.00	389309	
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	23.04	389236	83.04*
LEXISNEXIS- ACCURINT	60.00	389309	
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.94	389236	2.94*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.61	389236	4.61*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	61.10	389136	196.00
EQUINE MEDICINE & SURGERY	196.00	389145	
ENTERGY	942.12	389150	140.00
KAY ELECTRONICS, INC.	140.00	389165	
OFFICE DEPOT	938.62	389180	30.66
AT&T	30.66	389200	
AT&T	287.04	389201	72.11
WASTE MGT. GOLDEN TRIANGLE, INC.	72.11	389211	
CLASSEN BUCK SEMINAR INC	95.00	389219	110.00
ADVANCED SYSTEMS & ALARM SERVICES,	110.00	389225	
UNITED STATES POSTAL SERVICE	946.89	389236	623.40
FIVE STAR FEED	623.40	389253	
CALDWELL COUNTRY CHEVROLET	166,530.00	389266	10,650.00
COBAN TECHNOLOGIES INC	10,650.00	389317	
RITA HURT	1,375.00	389324	30.00
SAM'S CLUB DIRECT	30.00	389331	
CRIME LABORATORY			183,027.94*

NAME	AMOUNT	CHECK NO.	TOTAL
AGILENT TECHNOLOGIES	711.50	389123	
GUTH LABORATORIES, INC.	115.87	389155	
OFFICE DEPOT	184.54	389180	
SANITARY SUPPLY, INC.	70.00	389193	
HENRY SCHEIN, INC.	128.14	389194	
ULINE SHIPPING SUPPLY SPECIALI	167.65	389208	
VERIZON WIRELESS	37.99	389232	
AIRGAS SOUTHWEST	638.84	389288	
MEMLING ALTAMIRANO	294.00	389292	
QUALTRAX COMPLIANCE SOFTWARE	4,720.00	389311	
JULIE HANNON	600.00	389342	
TEXAS A&M ENGINEERING EXTENSION	200.00	389343	
JAIL - NO. 2			7,868.53*
ENTERGY	39,292.07	389150	
HERTZ CORPORATION	74.53	389159	
JACK BROOKS REGIONAL AIRPORT	1,261.70	389162	
SHERWIN-WILLIAMS	193.25	389198	
AT&T	915.84	389201	
NEDERLAND HARDWARE SUPPLY	166.55	389213	
WORLD FUEL SERVICES	267.00	389307	
LIQUID CAPITAL EXCHANGE INC	1,053.59	389318	
CONSTELLATION NEWENERGY - GAS DIVIS	5,037.55	389339	
KROPP HOLDINGS INC	480.66	389346	
JUVENILE PROBATION DEPT.			48,742.74*
USA MOBILITY WIRELESS, INC	48.24	389118	
ELAINE MADOLE	36.72	389170	
OFFICE DEPOT	259.55	389180	
CHERYL ROEBUCK	56.50	389217	
UNITED STATES POSTAL SERVICE	.46	389236	
SHARON STREETMAN	83.62	389272	
RASHUNDA FLETCHER	26.56	389291	
JOHN ANDERSON	275.73	389310	
JUVENILE DETENTION HOME			787.38*
ALL STAR PLUMBING	171.00	389124	
LABATT FOOD SERVICE	1,405.82	389127	
ENTERGY	6,203.41	389150	
AT&T	679.90	389201	
WASTE MGT. GOLDEN TRIANGLE, INC.	430.21	389211	
OAK FARM DAIRY	54.40	389222	
FLOWERS FOODS	56.26	389256	
CVS PHARMACY	9.73	389261	
VANSHECA SANDERS-CHEVIS	600.00	389278	
KAREN ROBERTS	200.00	389296	
BROTHERS PRODUCE	167.08	389322	
A1 FILTER SERVICE COMPANY	183.79	389323	
CONSTABLE PCT 1			10,161.60*
UNITED STATES POSTAL SERVICE	13.82	389236	
LEXISNEXIS- ACCURINT	120.00	389309	
CONSTABLE-PCT 2			133.82*
OFFICE DEPOT	190.99	389180	
LEXISNEXIS- ACCURINT	120.00	389309	
CONSTABLE-PCT 4			70.99*
CLASSIC TINT	99.00	389125	
LEXISNEXIS- ACCURINT	120.00	389309	
CONSTABLE-PCT 6			219.00*
UNITED STATES POSTAL SERVICE	5.18	389236	
LEXISNEXIS- ACCURINT	120.00	389309	
CONSTABLE PCT. 7			125.18*

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	29.19	389180	
LEXISNEXIS- ACCURINT	120.00	389309	149.19*
CONSTABLE PCT. 8			
LEXISNEXIS- ACCURINT	120.00	389309	120.00*
COUNTY MORGUE			
BJ TRANSPORT SERVICE, INC.	9,833.33	389128	
ISI COMMERCIAL REFRIGERATION	6,983.00	389160	
AI FILTER SERVICE COMPANY	23.60	389323	16,839.93*
AGRICULTURE EXTENSION SVC			
TERRIE S. LOONEY	164.99	389117	
UNITED STATES POSTAL SERVICE	1.92	389236	
MITY LITE, INC.	2,136.75	389250	
SAM'S CLUB DIRECT	60.00	389331	
M J EBELING	29.38	389335	2,393.04*
HEALTH AND WELFARE NO. 1			
USA MOBILITY WIRELESS, INC	22.84	389118	
CLAYBAR FUNERAL HOME, INC.	984.00	389137	
AUSTIN CECIL WALKES MD PA	2,932.58	389210	
UNITED STATES POSTAL SERVICE	44.78	389236	
CENTERPOINT ENERGY RESOURCES CORP	19.38	389263	
LEXISNEXIS- ACCURINT	120.00	389309	
ESSLINE KNOX	22.04	389316	
SAM'S CLUB DIRECT	15.00	389331	4,160.62*
HEALTH AND WELFARE NO. 2			
USA MOBILITY WIRELESS, INC	7.70	389118	
CLAYBAR FUNERAL HOME, INC.	984.00	389138	
O.W. COLLINS APARTMENTS	451.31	389139	
ENTERGY	70.00	389153	
MOODY-HARRIS FUNERAL HOME	1,500.00	389172	
OFFICE DEPOT	208.96	389180	
AT&T	29.34	389201	
AUSTIN CECIL WALKES MD PA	2,932.58	389210	
UNITED STATES POSTAL SERVICE	252.94	389237	
LEXISNEXIS- ACCURINT	120.00	389309	
SAM'S CLUB DIRECT	15.00	389331	6,571.83*
NURSE PRACTITIONER			
OFFICE DEPOT	19.47	389180	
PHYSICIAN SALES & SERVICE, INC.	1,791.46	389185	1,810.93*
CHILD WELFARE UNIT			
DISA, INC.	205.00	389143	
TARGET STORES DIVISION	738.04	389226	
BEAUMONT OCCUPATIONAL SERVICE, INC.	1,384.45	389245	
J.C. PENNEY'S	3,607.13	389246	5,934.62*
ENVIRONMENTAL CONTROL			
AT&T	29.39	389201	29.39*
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT	583.97	389180	
PRECISION DYNAMICS CORP.	481.56	389188	
CARDINAL HEALTH 110 INC	36,398.73	389344	37,464.26*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	389230	150.00*
MAINTENANCE-BEAUMONT			

NAME	AMOUNT	CHECK NO.	TOTAL
ALL STAR PLUMBING	586.71	389124	
CERTIFIED LABORATORIES	226.85	389133	
JOHNSON CONTROLS, INC.	980.00	389164	
M&D SUPPLY	223.13	389169	
PORTER'S, INC.	24.00	389187	
ACE IMAGEWEAR	1,594.97	389197	
AT&T	687.99	389200	
AT&T	5,343.48	389201	
WASTE MGT. GOLDEN TRIANGLE, INC.	1,889.08	389211	
CENTERPOINT ENERGY RESOURCES CORP	9,568.55	389262	
AI FILTER SERVICE COMPANY	732.70	389323	
MAINTENANCE-PORT ARTHUR			21,857.46*
AT&T	1,354.62	389201	
SAM'S CLUB DIRECT	30.00	389331	
MAINTENANCE-MID COUNTY			1,384.62*
ENTERGY	2,010.73	389150	
AT&T	681.24	389201	
W. JEFFERSON COUNTY M.W.D.	82.53	389212	
SERVICE CENTER			2,774.50*
CLASSIC CHEVROLET	326.53	389116	
KINSEL FORD, INC.	526.30	389166	
M&D SUPPLY	408.43	389169	
PHILPOTT MOTORS, INC.	257.36	389184	
WHITE TIRE	21.25	389215	
BUMPER TO BUMPER	20.11	389259	
ROBERT'S TEXACO XPRESS LUBE	319.00	389293	
AMERICAN TIRE DISTRIBUTORS	766.81	389294	
INTERSTATE ALL BATTERY CENTER - BMT	296.85	389303	
UNIFIRST HOLDINGS INC	34.08	389305	
SAM'S CLUB DIRECT	15.00	389331	
VETERANS SERVICE			2,991.72*
UNITED STATES POSTAL SERVICE	10.36	389237	
MOSQUITO CONTROL FUND			10.36*
			448,483.57**
CITY OF NEDERLAND	27.00	389136	
ENTERGY	688.66	389150	
MUNRO'S	636.07	389173	
OFFICE DEPOT	65.80	389180	
AT&T	29.39	389201	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	389211	
J.C. FAMILY TREATMENT CT.			1,526.04**
BEAUMONT OCCUPATIONAL SERVICE, INC.	169.85	389245	
SECURITY FEE FUND			169.85**
IDENTISYS	2,015.03	389284	
LAW LIBRARY FUND			2,015.03**
PDR NETWORK LLC	59.95	389321	
THOMSON REUTERS-WEST	57.00	389341	
EMPG GRANT			116.95**
VERIZON WIRELESS	183.28	389230	
JUVENILE TJPC-A-2014-123			183.28**
USA MOBILITY WIRELESS, INC	19.76	389118	
LATONYA DOUCET	92.10	389289	
CLINTON DEROUEN	101.70	389325	

NAME	AMOUNT	CHECK NO.	TOTAL
WHITNEY SONNIER	113.57	389349	327.13**
COMMUNITY SUPERVISION FND			
JOSEPH P. CHAMP	90.40	389119	
DIANNA L. COLUMBUS	124.30	389140	
OFFICE DEPOT	1,760.76	389180	
TIME WARNER COMMUNICATIONS	77.21	389204	
DANA LEWIS-BROUSSARD	56.50	389234	
UNITED STATES POSTAL SERVICE	46.73	389236	
UNITED STATES POSTAL SERVICE	257.16	389237	
JEREMY PATIN	98.31	389244	
GREGORY SCOTT MOUTON	159.33	389248	
CODE BLUE	640.00	389258	
LEXISNEXIS- ACCURINT	120.00	389309	
JCCSC	480.00	389315	
STACY TULLIER	178.54	389319	
SAM'S CLUB DIRECT	15.00	389331	
GREGORY CLARK JR	67.80	389333	4,172.04**
JEFF. CO. WOMEN'S CENTER			
USA MOBILITY WIRELESS, INC	16.38	389118	
BELL'S LAUNDRY	1,031.60	389131	
CITY OF BEAUMONT - WATER DEPT.	914.36	389134	
ECOLAB	82.95	389144	
LUBE SHOP	82.48	389168	
M&D SUPPLY	69.03	389169	
KIM MCKINNEY, LPC, LMFT	70.00	389171	
OFFICE DEPOT	485.47	389180	
OLMSTED-KIRK PAPER	321.00	389181	
PREMIUM PLUMBING	192.50	389189	
SANITARY SUPPLY, INC.	808.76	389193	
SYSCO FOOD SERVICES, INC.	2,562.97	389202	
TIME WARNER COMMUNICATIONS	38.79	389203	
WASTE MGT. GOLDEN TRIANGLE, INC.	86.04	389211	
OAK FARM DAIRY	363.39	389222	
TOPGUN WRECKER SERVICE	95.00	389233	
CLASSIC FORMS AND PRODUCTS	581.60	389251	
BEN E KEITH FOODS	2,255.32	389257	
CENTERPOINT ENERGY RESOURCES CORP	447.70	389262	
MELODY C ANTOON RN	4,500.00	389275	
ATTABOY TERMITE & PEST CONTROL	100.00	389304	
ROCHESTER ARMORED CAR CO INC	121.64	389313	
SAM'S CLUB DIRECT	83.60	389330	
SAM'S CLUB DIRECT	60.00	389331	15,370.58**
MENTALLY IMPAIRED OFFEND.			
CASH ADVANCE ACCOUNT	60.00	389163	60.00**
HIGH RISK CASELOAD GRANT			
THERESA GUNN	64.98	389157	64.98**
COMMUNITY CORRECTIONS PRG			
JANICE M. NOLAN TOBIAS	22.60	389206	
CDW COMPUTER CENTERS, INC.	838.47	389224	861.07**
DRUG DIVERSION PROGRAM			
KIMBERLY ATKINS	37.86	389182	37.86**
COUNTY CLERK - RECORD MGT			
AT&T	110.65	389201	
MANATRON	10,389.52	389285	10,500.17**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	17,975.00	389280	17,975.00**
HOTEL OCCUPANCY TAX FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	171.82	389200	
SAM'S CLUB DIRECT	45.00	389331	
COUNTY CLERK HAVA FUND			216.82**
ELECTION ADMINISTRATORS LLC	6,570.00	389337	
FBI FIRING RANGE REPAIR			6,570.00**
LOWE'S HOME CENTERS, INC.	193.62	389247	
CAPITAL PROJECTS FUND			193.62**
THE LABICHE ARCHITECTURAL GROUP	125.00	389126	
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	389252	
TOM-MAC INC	54,379.00	389302	
COASTAL TANK & TESTING	11,103.00	389348	
AIRPORT FUND			65,707.00**
COMPROLLER OF PUBLIC ACCOUNTS	228.88	389141	
ALL-PHASE ELECTRIC SUPPLY	124.86	389142	
FED EX	17.85	389147	
GCR BEAUMONT TRUCK TIRE CENTER	1,591.20	389148	
ENTERGY	6,149.63	389152	
ENTERGY	1,043.87	389154	
J.K. CHEVROLET CO.	3,116.80	389161	
OFFICE DEPOT	75.67	389180	
ROGERS AUTO PARTS, INC.	51.47	389190	
RALPH'S INDUSTRIAL ELECTRONICS	352.28	389191	
SAMPSON STEEL CORP.	61.53	389192	
SANITARY SUPPLY, INC.	334.05	389193	
TRI-CON, INC.	1,337.69	389207	
WASTE MGT. GOLDEN TRIANGLE, INC.	237.36	389211	
NEDERLAND HARDWARE SUPPLY	76.31	389213	
LOWE'S HOME CENTERS, INC.	202.16	389247	
TEXAS COMMISSION ON ENVIRONMENTAL	200.00	389252	
CROUSE-HINDS AIRPORT LIGHTING PRODU	391.49	389255	
TEX-AIR PARTS, INC	156.63	389267	
RUTTY & MORRIS LLC	760.04	389283	
PAX SUPPLY	114.30	389286	
ASCENT AVIATION GROUP INC	81,257.97	389290	
LAMAR ADVERTISING	540.00	389298	
JAN PAK, INC	351.00	389300	
UNIFIRST HOLDINGS INC	86.25	389305	
INDUSTRIAL & COMMERCIAL MECHANICAL	3,126.00	389327	
TRAVIS BROTHERS BUILDING AUTOMATION	658.50	389328	
CRAWFORD ELECTRIC SUPPLY COMPANY	194.69	389334	
IWS GAS AND SUPPLY	150.50	389336	
MEMBER'S BUILDING MAINTENANCE LLC	6,583.58	389347	
SE TX EMP. BENEFIT POOL			109,572.56**
STANDARD INSURANCE COMPANY	17,145.44	389269	
RELIANCE STANDARD LIFE INSURANCE	5,289.58	389271	
MEDCO HEALTH SOLUTIONS INC	10,708.51	389287	
GROUP ADMINISTRATIVE CONCEPTS INC	94,906.62	389312	
COMPASS PROFESSIONAL HEALTH SERVICE	6,275.00	389350	
SA BENEFITS SERVICES LLC	38,293.00	389351	
WORKER'S COMPENSATION FD			172,618.15**
TRISTAR RISK MANAGEMENT	13,535.92	389264	
ORCA - IKE			13,535.92**
MK CONSTRUCTORS	60,657.50	389329	
MARINE DIVISION			60,657.50**
JACK BROOKS REGIONAL AIRPORT	530.07	389162	
TRI-CON, INC.	3,151.17	389207	
NEDERLAND HARDWARE SUPPLY	92.98	389213	

NAME

AMOUNT

CHECK NO.

TOTAL

SIERRA SPRING WATER CO. - BT  
KNIFE RIVER

27.07  
1,640.00

389240  
389282

5,441.29\*\*  
949,730.72\*\*\*

RECEIVED  
JAN 03 2014TEXAS  
JUVENILE JUSTICE  
DEPARTMENT

December 31, 2013

The Honorable Jeff Branick  
County Judge  
Jefferson County Courthouse  
1149 Pearl St.  
Beaumont, Texas 77701

Dear Judge Branick:

Attached please find the Deed Without Warranty which conveys the the Al Price Juvenile Correctional Facility located at Hwy 69 and FM 3514 in Beaumont, Texas to Jefferson County, Texas.

After acceptance, please return it to our office, along with any resolution or formal acceptance completed at the January 6, 2014 meeting you mentioned to me in our last correspondence. We will then file the Deed and maintain the original.

I hope this finds you after an enjoyable holiday. Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Chelsea B".

Chelsea Buchholtz  
Deputy General Counsel

CB:mt

Enclosure: Deed Without Warranty



Jefferson County and recorded of film code no. 102-98-2140, Jefferson County Deed Records;

THENCE North 23 degrees 57' 31" West along the Westerly Right-of-Way line of said Highway and the Easterly line of tract 15-A for a distance of 1098.15' to a 1/2" iron rod set for the Southeast corner of the herein described tract and THE PLACE OF BEGINNING;

THENCE North 79 degrees 06' 40" West a distance of 1462.25' to an iron rod set for the Southwest corner of the herein described tract;

THENCE North 23 degrees 57' 31" West 1200' from and parallel to the Westerly Right-of-Way line of U.S. Highway 69,96 and 287 for a distance of 1825.0' to an iron rod set for the Northwest corner of the herein described tract, said corner being located in the Northerly line of the Jefferson County 250 acre tract and the Southerly line of a 689.690 acre tract from Jefferson County to the Texas Department of Criminal Justice and described in deed on film code no. 102-98-2207, Jefferson County Deed Records;

THENCE South 79 degrees 06' 40" East along the Northerly line of said Jefferson County 250 acre tract and the Southerly line of the Texas Department of Criminal Justice 689.690 acre tract for a distance of 1442.66' to a 3.25" aluminum disk set in the Southerly Right-of-Way line of proposed F.M. 3514 as described in a donation deed from Jefferson County to the Texas Department of Transportation and recorded on film code no. 104-16-1046, Jefferson County Deed Records;

THENCE South 27 degrees 54' 08" East along the proposed South Right-of-Way line of F.M. 3514 a distance of 233.76' to a 3.25" aluminum disk set in the existing Right-of-Way line of U.S. Highway 69.96 and 287;

THENCE South 23 degrees 57' 31" East along the Westerly Right-of-Way line of said Highway and the Easterly line of the herein described tract a distance of 1602.99' to the POINT OF BEGINNING and containing 50.234 acres, more or less.

All oil, gas, lignite, sulphur and other minerals, mineral rights and royalties not previously reserved or otherwise severed or conveyed, if any, are reserved and retained by Grantor, together with all attendant mineral rights, royalty interests, and development rights, together with any and all rights of leasing, ingress and egress, exploration and development, if any, are reserved and retained by Grantor. Grantor further reserves and retains all rights and interests in and to groundwater underlying the Property, together with any and all rights of leasing, testing, exploration, production, development and storage, including without limitation: (a) the right to use the surface estate for purposes of testing, exploration, production and development of the groundwater estate and storage of

produced groundwater; (b) the right to place, construct, maintain and operate wells, pipelines, utilities, pumps, meters and other related infrastructure upon the appurtenant surface estate; and (c) the right of ingress and egress across the appurtenant surface estate necessary for purposes of testing, exploration, production and development of the groundwater estate and storage of produced groundwater, including construction, operation and repair of any groundwater collection and distribution systems. Provided, however, that Grantee shall have the right to use so much of the groundwater underlying the said Property as may be reasonable and necessary for Grantee's household and domestic purposes only. Grantee, its successors, and assigns shall have no right to use any groundwater underlying the Property conveyed herein for any commercial or industrial purposes.

PROVIDED HOWEVER, that, by accepting the Property, Grantee agrees that it shall use the Property only for a purpose that benefits the public interest of the State. If the Property conveyed herein is not used for a purpose that benefits the public interest of the State, all rights, title and interest in and to the Property shall automatically revert to the Grantor and the Grantor shall have the right of immediate entry onto the Property.

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein, the Property, together with all and singular the rights, improvements and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, without express or implied warranty. **All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.**

**GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE HAS INSPECTED THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION AND TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF THE STATE OF TEXAS, AS GRANTOR, INCLUDING THE TEXAS JUVENILE JUSTICE DEPARTMENT, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITION. GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. THE STATE OF TEXAS AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF**

**HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**

This conveyance is made subject to any and all existing covenants, conditions, reservations, restrictions, rights of way, easements, and leases, if any, that are valid, in existence, and of record, or visible and apparent upon the ground of the Property.

**(Remainder of page intentionally left blank. Signature pages follow.)**

Signature Page

Witness my hand and seal of office effective this the 30 day of December, ~~2012~~ <sup>2013</sup>

**GRANTOR:**

The **STATE OF TEXAS**  
on behalf of the Texas Juvenile Justice Department

By: Mike Griffiths  
Mike Griffiths, Executive Director  
Texas Juvenile Justice Department

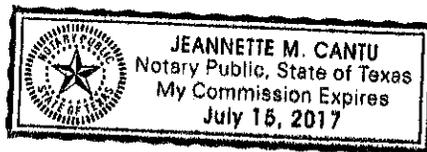
**STATE OF TEXAS**

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§  
§

**COUNTY OF TRAVIS**

Personally appeared before me this 30 day of December, 2013,  
Mike Griffiths, Texas Juvenile Justice Department, and acknowledged that he  
approved the foregoing Deed in that capacity.

JM Cantu  
Notary Public  
My Commission Expires: 07-15-2017



**Signature Page**

This Deed Without Warranty with all its terms and provisions is hereby accepted.

**GRANTEE:**

**JEFFERSON COUNTY,  
STATE OF TEXAS**

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

Date: \_\_\_\_\_

**After recording return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE TO COUNTY CLERK: PROPERTY CODE §12.006, COMBINED WITH GOVERNMENT CODE §2051.001, AUTHORIZES THE RECORDATION OF THIS INSTRUMENT WITHOUT ACKNOWLEDGMENT OR FURTHER PROOF.**

STATE OF TEXAS

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§  
§

COUNTY OF JEFFERSON

**OCI N.V. ABATEMENT AGREEMENT FOR PHASE 1 FOR PROPERTY LOCATED IN  
THE OCI REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and OCI N.V. (hereinafter sometimes referred to as "OWNER").

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Project OCI Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated December 16, 2013 (hereinafter referred to as the "REINVESTMENT ZONE").

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described as with particularity in Exhibit "A" attached hereto and which will involve construction of a new Chemical Plant facility (Phase 1 of contemplated construction) and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the OCI Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of OCI N.V. Company.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE OCI REINVESTMENT ZONE**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, 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 gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT but does not include personal property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” means, for any tax year specified, the Certified Appraised Value for such tax year of all industrial realty improvements owned by OWNER and/or its Affiliates and located within the Reinvestment Zone, reduced by the following to the extent included in such Certified Appraised Value: (i) the exempt value of pollution control property (as determined by the Texas Commission on Environmental Quality

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and/or by appeal or subsequent legal action) included in any such improvements, and (ii) the exempt value of any such improvements where such exempt value results from property tax abatement agreements between the COUNTY and OWNER.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost ("Intended Maximum"), though that number could change as current estimated construction costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2015 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER 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.

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

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Affiliate" of any specified person or company means any other person or company, which, (i) directly or indirectly, through one or more intermediaries, controls, or is controlled by, or (ii) is under direct or indirect control with such specified person or company. For the purposes of this definition, "control" when used with respect to any person or company means the power to direct the management and policies of such person or company, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2015 and shall terminate on December 31, 2024, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2014, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT : "Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than December 31, 2016, maintain a level of not less than 170 new full-time jobs, using headcount as of January 1, 2014 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 170 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 170 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 10 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$1 billion;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the

COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
  - f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
    - (i) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions 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 "local 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.
    - (ii) OWNER agrees 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. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that 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.
    - (iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.
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- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- i. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - (i) A HUB/DBE 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.
  - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - (iii) 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 Agreement.
  - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D.

As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

- k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub-contractors.

## **6. VALUE OF ABATEMENT**

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

## 8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## 9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2014, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County Appraisal District, will be attached hereto and incorporated herein when same is adopted by the Jefferson County Appraisal District.

## 10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

## 11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

## 12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

### 13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

### 14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

### 15. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

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Natgasoline LLC Company

By: Frank Choufoer

Title: President

Address:

PO BOX 2008  
Nederland, TX 77627  
(409) 723-1901

COUNTY:

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Hon. Jeff R. Branick, County Judge  
Jefferson County Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

---

With a copy to: Mr. Tom Rugg, First Assistant  
Criminal District Attorney  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
First Assistant: Staff Attorney  
Jefferson County Courthouse  
P. O. Box 4025,  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

## **16. MERGER**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

## **17. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

## **18. APPLICABLE LAW AND VENUE**

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

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## 19. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the \_\_\_ day of \_\_\_\_\_, 201\_\_.

**FOR THE COUNTY:**

\_\_\_\_\_  
 Hon. Jeff R. Branick, County Judge  
 Jefferson County, Texas

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

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

### **EXHIBIT A “Description of Project”**

The proposed project is a facility to CONSTRUCT A NEW Chemical Plant. The ability to construct this plant will enable OWNER to increase its productivity and marketing ability.

The facility would be constructed on approximately 514 acres of land (the defined boundary of the OCI Reinvestment Zone).

Significant components of the facility would include:

The project provides for the design and construction of one (1) methanol unit and one (1) methanol to gasoline unit (MtG), related utility, infrastructure and logistics improvements.

The proposed investment (or construction) for which the tax limitation is sought will include one (1) methanol unit and one (1) methanol to gasoline unit (MtG), along with all process auxiliaries including but not limited to packaged systems, blowers and fans, furnaces, heat exchangers, electrical heaters, , rotary valves, vessels, reactors, scales, trolleys and hoists pipe ways, utility service lines, raw material pipelines, storage tanks, compressors, drums, heat exchangers, pumps, filters piping, insulation, electrical switchgear, transformers, instrumentation equipment, equipment and structural foundations and supports, control equipment and facilities, warehouses, raw material and utility distribution improvements, flare, shipping facility improvements, inter-plant piping, other chemical processing equipment, modifications, tie-ins, upgrades and revamps to existing facilities, air compressors, electrical sub-stations, road improvements, utilities (including all lines), flares, tankage, pipe connections, cooling towers, waste water units, control, administration and other plant buildings, water and sewer treatment facilities, fire prevention and safety equipment, any other tangible personal property utilized in the process, storage, quality control, shipping, waste management and general operation of the methanol and MtG units and any other infrastructure additions, upgrades and modifications related to the methanol unit.

The qualified investment and qualified property will also include any other necessary equipment to construct a fully functioning manufacturing plant.

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1 inch = 1.6 kilometers

**EXHIBIT B "Base Year Property"**

The proposed Reinvestment Zone contains improvements

This certified appraisal value will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

**“Tax Abatement Schedule”**

	<b>Tax Year</b>	<b>Abatement Percentage</b>
1.	2015	100%
2.	2016	100%
3.	2017	100%
4.	2018	100%
5.	2019	100%
6.	2020	100%
7.	2021	100%
8.	2022	100%
9.	2023	100%
10.	2024	100%

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**EXHIBIT C – “Reinvestment Zone”**

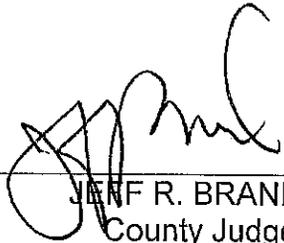
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\_\_\_\_\_



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

Signed this 2nd day of December, 2013.




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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

## Exhibit "A"

**TRACT I (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT II (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

**TRACT III, Parcel A (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

**TRACT III, Parcel B (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT IV, Parcel A (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT IV, Parcel B (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT V, Parcel A (Fee Simple)**

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

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

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

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

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

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

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

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

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

**TRACT V, Parcel B (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT VI, PARCEL A (Fee Simple)**

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

**EXHIBIT D – “List of HUB/ DBE Companies”**

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## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### Accountants/ Certified Public

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: [sclark@theanngroup.com](mailto:sclark@theanngroup.com)

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)

Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

**Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

**Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

**Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)

LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

**Barbecue/ Caterers**

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
Beaumont, TX 77701  
Tel: 409-842-1221

\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-4933

**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
Bab's Carpet  
4940 Highland Ave.  
Beaumont, TX 77705  
Tel: 409-833-7484  
Fax: 409-790-4218

Delores Fruge  
Power Stretch Carpet  
502 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Home: 409-832-8626  
Cell1: 409-617-1862  
Cell2: 409-338-9907  
Fax: 409-833-3230

Raymon and Sharonne Morris  
Morris and Morris Floor Covering  
4515 Ironton  
Beaumont, TX 77703  
Home: 409-833-5011  
Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
601 Woodworth  
Port Arthur, TX 77642  
Tel1: 409-982-3528  
Tel2: 409-982-3529

David Leaven / Marcus Frank  
F & L Computer Solutions  
P.O. Box 328-A  
Winnie, TX 77665  
Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
Five Star Business Solutions  
Tel: 409-466-6038

**Contractors / Construction Services / Community Development /  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
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Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
Tel: 409-347-0593

Donald Ray Wise  
Wise Barricades  
Tel: 409-835-5113

Eddie Senigaur  
Senigaur Home Builder & General Contractor  
3196 Washington Blvd.  
Beaumont, TX 77705  
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Jerry Ball- VP  
EnviroTech Services LLC  
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3024 Commerce St.  
Port Arthur, TX 77642  
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\*Joshua Allen  
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EnviroTech Services, LLC  
4002 Caroline Street  
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Ernestine Wade  
Gulf Coast Industrial Contractors, Inc.  
Tel: 409-842-1522

Joe Wheaton  
Joe Wheaton Construction Co.

Johnny Casmore  
Builders, Inc.  
7295 Ellen Lane  
Beaumont, TX 77708  
Tel: 409-892-2223  
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Joseph D. Deshotel  
DEZ-TEX Construction, Inc.  
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\*Kenny Timms  
KT Maintenance  
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Faith Construction  
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Mr. Matt Hopson  
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Naomi Lawrence-Lee  
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Ories Holmes  
Ories Holmes Construction  
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Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
Tel: 409-839-4735

Ray Marsh  
RAM Contracting Services  
Tel: 214-597-0541  
Email: [ray@rammep.com](mailto:ray@rammep.com)

Richard Gilbert / Bruce Dunbar  
 Owner / Superintendent  
 GP Realty Building Co.  
 648 Orleans  
 Beaumont, TX 77701  
 Richard Tel: 281-895-7773  
 Bruce Tel: 409-454-6356  
 Fax: 409-835-6775

\*Roosevelt Petry  
 GP Industrial Contractors, Inc.  
 rpetry@gpic2000.com  
 Port Arthur, TX 77640  
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Steve Andrus  
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 Beaumont, TX 77703  
 Home: 409-835-4397  
 Work: 409-835-8629  
 Cell: 409-466-1860

William Kenebrew, Sr.  
 Kenebrew Masonary  
 Tel: 409-866-3310

### **Commodities**

\*Loma George  
 LG Supplies  
 9545 Riggs Street  
 Beaumont, TX 77707  
 lomageorge@att.net  
 Tel: 409-782-4086

### **Copy Services**

Jeanette Rideau  
 Reliable Copy Service  
 2498 Washington Blvd -B  
 Beaumont, TX 77705  
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 Fax: 409-838-0064  
 Email: [jeanetteRCS@sbcglobal.net](mailto:jeanetteRCS@sbcglobal.net)

**Council**

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Golden Triangle Minority Council, Inc.  
P.O. Box 21664  
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Website: [www.gtnbc.com](http://www.gtnbc.com)

**Electrical/ Mechanical Contractors**

Calvin Walker  
Walker's Electric Company  
2916 Magnolia Street  
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\*Gregory T. Johnson, Sr.  
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P.O. Box 22735  
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Fax: 409-866-6962

\*Joseph C. Ledet, III  
Ledet Electrical Services  
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Ray Marsh  
RAM Electrical & Mechanical Contractors  
3467 Elinor  
Beaumont, TX 77705  
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Fax: 972-539-2422  
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### **Employment Services**

Imogene Chargois  
 Texas Workforce Centers of Southeast Texas  
 304 Pearl Street  
 Beaumont, TX 77701  
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 Email: [imogene.chargois@setworks.org](mailto:imogene.chargois@setworks.org)

\*Luis G. Silva  
 Silva Employment Network  
 2901 Turtle Creek Drive, Suite 205  
 Port Arthur, TX 77642  
 Tel: 409-727-4024  
 Fax: 409-727-4094  
 Email: [lgsilva1940@aol.com](mailto:lgsilva1940@aol.com)

### **Energy**

Syed Mohiuddin  
 Apex Petroleum & Energy Xpress, LLC  
 The Apex Plaza  
 9100 SW Freeway, Suite 201  
 Houston, TX 77074  
 Tel: 713-541-2755  
 Fax: 713-541-5535  
 Website: [www.syed@apexgroupofcompaines.com](http://www.syed@apexgroupofcompaines.com)

### **Engineers**

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 Chica & Associates Inc.  
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 Sigma Engineers, Inc.  
 4099 Calder Avenue  
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 Fax: 409-898-3420  
 Email: [mail@sigmaengineers.com](mailto:mail@sigmaengineers.com)

**Environmental**

Bennard L. Nelson, Jr.  
 Legacee Environmental  
 6001 Savoy, Suite 204  
 Houston, TX 77035  
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 Fax: 713-218-8649  
 Email: [bnelson@legaceenvironmental.com](mailto:bnelson@legaceenvironmental.com)

**Florists- Retail**

Mr. Walter McCloney  
 McCloney Florist  
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 Fax: 409-838-0085  
 Email: [waltermccloney@sbcglobal.net](mailto:waltermccloney@sbcglobal.net)

**Home Repair & Maintenance**

Clinton Ford  
 Clint's Maintenance and Repairs  
 8345 Lawrence Drive  
 Beaumont, TX 77708  
 Tel: 409-899-4547

**Industrial Consultant**

B.D. Belvin and Assoc.  
 Consulting Business Development  
 9692 Westhiemer Rd., Suite 83  
 Houston, TX 77063  
 Tel: 512-789-8178  
 Email: [david@bdbelvin.com](mailto:david@bdbelvin.com)  
 Website: [www.bdbelvin.com](http://www.bdbelvin.com)

Glenn J. Walters  
 Home Sweet Home Enterprise, Inc.  
 5212 Culpepper PL  
 Wesley Chapel, FL 33544  
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 Fax: 813-994-9557  
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**Insurance**

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Byron Lewis  
 LRC Insurance, Inc.  
 190 S. Dowlen Road  
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 Cell: 409-466-3664  
 Email: [Ircinsurance@yahoo.com](mailto:Ircinsurance@yahoo.com)

Charles E. Taylor  
 Farmers Insurance Group  
 3355 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-842-8300  
 Home: 409-866-8412  
 Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

O'Dell E. Harmon  
 A & M Marketing  
 595 Orleans, Suite 1128  
 Beaumont, TX 77701  
 Tel: 409-466-2533  
 Email: [odharm21@yahoo.com](mailto:odharm21@yahoo.com)  
 Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
 Insurance Medical Services, Inc.  
 8100 Lemon Tree Court  
 Port Arthur, TX  
 Tel & Fax: 409-722-0077  
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Mark A. Williams  
 Protectors Insurance & Financial Services  
 2600 South Loop West, Suite 520  
 Houston, TX 77054  
 Tel: 832-347-6080  
 Fax: 713-660-9977

Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

Mr. Lawrence Evans  
 Farmers Insurance Co.  
 3355 Washington Blvd.  
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 Beaumont, TX 77720  
 Tel: 409-842-8300  
 Fax: 409-842-8304  
 Email: [levansinsurance@msn.com](mailto:levansinsurance@msn.com)

Tarik Cooper  
 Frank and Cooper, Inc.  
 125 IH 10 North Street, Suite 410  
 Beaumont, TX 77707  
 Tel: 409-284-5341  
 Cell: 409-939-0247

Thelma Jefferson  
 Discount Medical & Dental  
 5125 Folsom  
 Beaumont, TX 77706  
 Tel1: 409-899-9194  
 Tel2: 409-4661822  
 Email: [cautiousscenery@aol.com](mailto:cautiousscenery@aol.com)

### **Investment**

Connie D. Gist  
 EdwardJones  
 4414 Dowlen Road, Suite 102  
 Beaumont, TX 77706  
 Tel1: 409-896-5852  
 Toll Free1: 888-368-2620  
 Toll Free2: 888-898-7188  
 Website: [www.edwardjones.com](http://www.edwardjones.com)

### **Lawn Care**

Ava S. Hamilton  
 B & A Lawn Care Service  
 P.O. Box 22855  
 Tel1: 409-866-9399  
 Tel2: 409-651-9955  
 Tel3: 409-651-9954

\*Michael Alfred  
The Garden of Gethsemane  
Tel: 409-842-2773

### **Logistic**

\*Ray Deshotel  
Beaumont Warehouse-Transportation  
P.O. Box 20477  
Beaumont, TX 77720  
Tel: 409-883-9997  
Fax: 409-883-4208  
Cell: 409-299-0053  
Email: [ldeshotel@pnx.com](mailto:ldeshotel@pnx.com)

### **Maintenance**

Kenny L. Tims, Sr.- President  
KT Maintenance Company, Inc.  
800 Proctor Street  
Port Arthur, TX 77640  
Tel: 409-982-9952  
Fax: 409-982-4851  
Email: [kenny.tims@ktmaintenance.com](mailto:kenny.tims@ktmaintenance.com)

### **Misc.**

Clarence C. Jones  
M&R Cleaning Services  
Tel: 409-833-4535

Delois Roy  
Art World  
Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685

\*Toni Prados  
 Area Impressions Caps & T's  
 Tel: 409-833-4561  
 Email: [bprados@swbell.net](mailto:bprados@swbell.net)

### **Office Supply**

Howard Giron  
 Select Business Products  
 P.O. Box 22741  
 Beaumont, TX 77720  
 Tel: 409-866-3224  
 Fax: 409-866-1401

### **Pest Control**

Colton (Bubba) Moore, Owner  
 Moore Superior Pest Control, Inc.  
 Tel: 409-899-1799

### **Photography**

Harold's Photography  
 2705 S. Fourth St  
 Beaumont, TX 77705  
 Tel: 409-794-5376  
 Fax: 409-842-4143  
 Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

Johnny Beatty Barry  
 Photographer & Videographer  
 2906 Roberts St.  
 Beaumont, TX 77701  
 Tel: 409-842-3903

Sonny Perkins  
 Sonny's Video  
 2290 Morrison  
 Beaumont, TX 77701  
 Tel: 409-832-9380

### **Plumbing**

A.J.  
 Martha's Sewage and Drainage Service  
 2370 Columbia Street

Beaumont, TX 77701  
Tel: 409-833-2796

Charles chevis  
Joe Simon Plumbing & Heating  
Tel: 409-842-0490

**News/ Media/ Publications**

Angel San Juan  
KFDM 6 & WB 10 KWBB  
P.O. Box 7128  
Beaumont, TX 77726-7128  
Tel: 409-895-4661  
Fax: 409-892-7305  
Email: [angels@kfdm.com](mailto:angels@kfdm.com)

Helen Hunter Tubbs  
Spotlight Magazine  
P.O. Box 41203  
Beaumont, TX 77725  
Tel: 409-832-3494  
Fax: 409-832-6171

Jesse Samuels, Sr.  
Cumulus  
755 S. 11<sup>th</sup> Street, Suite 102  
Beaumont, TX 77701  
Tel: 409-833-9421  
Fax: 409-833-9296  
Home: 409-983-5404

Jessie Haynes  
NAC Publishing- 10 Stupid Things  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222

Mr. A. B. Bernard  
BGI Enterprise  
PO Box 22077  
Beaumont, TX 77720-2077  
Tel: 409-833-0303  
Fax: 409-833-0744

Ms. Vicke Frank  
KZZB Radio

2531 Calder Ave.  
 Beaumont, TX 77702  
 Tel: 409-833-0990  
 Fax: 281-424-7588

Tracie Payne  
 CUSH Magazine  
 P.O. Box 22197  
 Beaumont, TX 77720  
 Tel: 409-212-1111  
 Website: [www.cush.com](http://www.cush.com)

### **Purchasing/ Procurement**

Odell Wynn  
 WGN Procurement  
 2626 South Loop West, Suite 545  
 Houston, TX 77054  
 Tel: 713-857-8359

### **Real Estate**

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 2955 Laurel St.  
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 Email: [drvinnie@sbcglobal.net](mailto:drvinnie@sbcglobal.net)

Kim Fenner  
 ERA Team REALTORS  
 2396 Eastex Freeway  
 Beaumont, TX 77703  
 Tel: 409-898-0701  
 Fax: 409-898-8591  
 Cell: 409-893-0735  
 Email: [kim.fenner@era.com](mailto:kim.fenner@era.com)  
 Website: [www.erateamrealtors.com](http://www.erateamrealtors.com)

Mr. Pat Gibbs  
 G-Team Real Estate  
 3229 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-832-2500  
 Fax: 409-832-2515  
 Email: [phgibbs@sbcglobal.net](mailto:phgibbs@sbcglobal.net)

Mrs. Dee Richard Chavis  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

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Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

Mrs. Willie Mae Thomas  
Five Brothers Investments  
6140 W. Windemere Dr.  
Beaumont, TX 77713  
Tel: 409-898-4100  
Cell: 409-201-0777  
Fax: 409-898-4090  
Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
Insurance- Real Estate- Construction  
2875 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-3444  
Fax: 409-842-9770  
Cell: 409-338-1365  
Email: [kyles@aol.com](mailto:kyles@aol.com)

**Restaurants**

Floyd & Carol Dixon  
 Southern Delight Restaurant  
 3195 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-840-5025

Frank Owens, Proprietor  
 Dairy Queen  
 3755 College St.  
 Beaumont, TX 77701  
 Tel: 409-838-4723

Nolan Hines, Jr.  
 Taste of Orleans  
 672 Orleans St.  
 Beaumont, TX 77701  
 Tel: 409-833-9460  
 Cell: 409-553-4632  
 Fax: 409-833-9470  
 Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

**Roofing**

John & Lawrence  
 Norman & Norman Roofing  
 Beaumont, TX  
 John Tel: 409-454-8586  
 Lawrence Tel: 409-838-4266

**Sanitary Supply**

Armstead Price, Owner  
 MVP Janitorial Inc.  
 5430 Concord Road, Suite A  
 P.O. Box 22961-2961  
 Beaumont, Tx 77720  
 Tel: 409-347-4100  
 Cell: 409-454-5100

\*S and S – Enterprises  
 PO Box 1983  
 Beaumont, TX 77704  
 Tel: 409-842-0594  
 Fax: 409-842-0594  
 Pager: 409-726-3624

The Invisible Armor  
Tammy Powell  
P.O. Box 22492  
Beaumont, TX 77720  
Tel: 409-840-9801  
Fax: 409-840-9815  
Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
AAA Trophy Shop & Etc.  
4570 Highland Ave  
Beaumont, TX 77705  
Tel: 409-651-6050  
Fax: 409-842-6473  
Email: [aaatrophysshop@yahoo.com](mailto:aaatrophysshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard  
J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
Tel: 409-835-5805

Delisa Bean  
Dawn Express  
2005 Broadway, Suite 113  
Beaumont, TX 77702  
Tel: 409-212-8222

Frank Patillo  
Frank Patillo Trucking  
Tel: 409-833-0804

Gerald Castille  
G&S Trucking & Mowing  
Tel: 409-832-8347

Chris Gobert  
Gobert Trucking Company  
Tel: 409-838-5079

Jerry P. Bernard

Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
Tel: 409-832-8228  
Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

STATE OF TEXAS

§  
§  
§

COUNTY OF JEFFERSON

**OCI N.V. ABATEMENT AGREEMENT FOR PHASE II PROPERTY LOCATED IN  
THE OCI REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and OCI N.V. (hereinafter sometimes referred to as "OWNER").

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Project OCI Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated December 16, 2013 (hereinafter referred to as the "REINVESTMENT ZONE").

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of an ammonia and methanol de-bottlenecking projects, an office building/control room, and other ancillary projects as detailed (Phase II of contemplated construction) in Exhibit A (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the OCI Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of OCI N.V. Company.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE OCI REINVESTMENT ZONE, WHICH ADOPTED THE OCI REINVESTMENT ZONE.**

## 3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, 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 gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT but does not include personal property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” means, for any tax year specified, the Certified Appraised Value for such tax year of all industrial realty improvements owned by OWNER and/or its

Affiliates and located within the Reinvestment Zone, reduced by the following to the extent included in such Certified Appraised Value: (i) the exempt value of pollution control property (as determined by the Texas Commission on Environmental Quality and/or by appeal or subsequent legal action) included in any such improvements, and (ii) the exempt value of any such improvements where such exempt value results from property tax abatement agreements between the COUNTY and OWNER.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 15% of cost ("Intended Maximum"), though that number could change as current estimated construction costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2014 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER 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.

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

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Affiliate" of any specified person or company means any other person or company, which, (i) directly or indirectly, through one or more intermediaries, controls, or is controlled by, or (ii) is under direct or indirect control with such specified person or company. For the purposes of this definition, "control" when used with respect to any person or company means the power to direct the management and policies of such person or company, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit

plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2014 and shall terminate on December 31, 2023, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2014, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT : "Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, the ammonia and methanol de-bottlenecking projects, upon completion (currently estimated to be not later than December 31, 2014), and an office building/control room, upon completion (currently estimated to be not later than December 31, 2014), and other ancillary projects, upon completion (currently estimated to be not later than fourth quarter 2015) maintain a level of not less than 6 new full-time jobs, using headcount as of January 1, 2014 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 6 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 6 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 10 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment estimate of \$200 million; (approximately \$110 million for the ammonia and methanol de-bottlenecking projects; approximately \$14 million for the office

building/control room; and approximately \$76 million for the other ancillary projects.);

- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - (i) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions 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 "local 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.
  - (ii) OWNER agrees 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. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that 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.

- (iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- i. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - (i) A HUB/DBE 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.
  - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - (iii) 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 Agreement.
  - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D.

As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub-contractors.

## **6. VALUE OF ABATEMENT**

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them

during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

### **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, herein.

### **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2014, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County Appraisal District, will be attached hereto and incorporated herein when same is adopted by the Jefferson County Appraisal District.

### **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds fifteen percent (15%) of the value of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

## 11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

## 12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

## 13. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

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#### 14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

#### 15. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Natgasoline LLC  
 Company  
By: Frank Choufoer  
Title: President  
Address:  
 PO BOX 2008  
 Nederland, TX 77627  
 (409) 723-1901

COUNTY: Hon. Jeff R. Branick, County Judge  
 Jefferson County Texas  
 P.O. Box 4025  
 Beaumont, Texas 77704  
 (409) 835-8466  
 (409) 839-2311 (facsimile)

With a copy to: Mr. Tom Rugg, First Assistant  
 Criminal District Attorney  
 1149 Pearl Street, 3<sup>rd</sup> Floor  
 Beaumont, Texas 77701  
 (409) 835-8550  
 (409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
 First Assistant: Staff Attorney  
 Jefferson County Courthouse  
 P. O. Box 4025,  
 Beaumont, Texas 77704  
 (409) 835-8466

(409) 839-2311 (facsimile)

**16. MERGER**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

**17. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

**18. APPLICABLE LAW AND VENUE**

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

**19. SEVERABILITY**

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the \_\_\_ day of \_\_\_\_\_, 201\_\_.

**FOR THE COUNTY:**

\_\_\_\_\_  
Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

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

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

\_\_\_\_\_

Company

**EXHIBIT A “Description of Project”**

The proposed project is a new ammonia and methanol de-bottlenecking project, and an office building/control room, and other ancillary projects. The ability to construct these ancillary projects will enable OWNER to increase its productivity and marketing ability. The projects would be constructed on approximately 28+ acres of land (the defined boundary of the Reinvestment Zone).

**“Tax Abatement Schedule”**

**Abatements for the new ammonia and methanol de-bottlenecking project and the new office building/control room and ancillary projects of Phase II**

	<b><u>Tax Year</u></b>	<b><u>Abatement Percentage</u></b>
1.	2014	100%
2.	2015	100%
3.	2016	100%
4.	2017	100%
5.	2018	100%
6.	2019	100%
7.	2020	100%
8.	2021	100%
9.	2022	100%
10.	2023	100%

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**EXHIBIT B "Base Year Property"**

The proposed Reinvestment Zone contains improvements  
This certified appraisal value will be attached, by consent of the parties, when same is calculated  
and adopted by the Jefferson County Appraisal District.

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**EXHIBIT C – “Reinvestment Zone”**

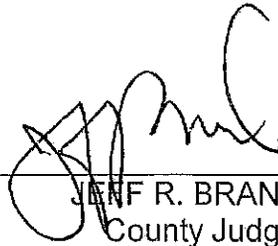
”

\_\_\_\_\_



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

Signed this 2nd day of December, 2013.




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JEFF R. BRANICK  
County Judge




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COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



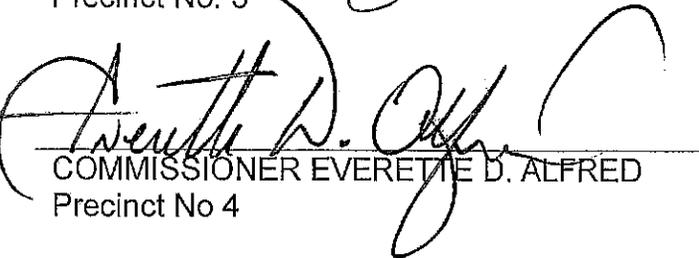

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COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3




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COMMISSIONER BRENT A. WEAVER  
Precinct No. 2




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COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

## Exhibit "A"

TRACT I (Fee Simple)

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT II (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

**TRACT III, Parcel A (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

**TRACT III, Parcel B (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT IV, Parcel A (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT IV, Parcel B (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT V, Parcel A (Fee Simple)**

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

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

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

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

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

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

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

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

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

**TRACT V, Parcel B (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT VI, PARCEL A (Fee Simple)**

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

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

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

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

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

192.5857 acre TX ENERGY, LLC tract, for a distance of 394.38 feet to a 5/8" iron rod found for corner;  
 THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 784.53 feet to a 5/8" iron rod found for corner;

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

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

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

**TRACT VI, Parcel B (Easement Estate)**

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

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

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

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

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

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

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

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

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

**TRACT VI, Parcel C (Easement Estate)**

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

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

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

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

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

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

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

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

**TRACT VII, Parcel A (Fee Simple)**

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRACT X Parcel A (Fee Simple)**

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

**TRACT X Parcel B (Fee Simple)**

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

**TRACT X Parcel C (Easement Estate)**

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

**EXHIBIT D – “List of HUB/ DBE Companies”**

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## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### Accountants/ Certified Public

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: [sclark@theanngroup.com](mailto:sclark@theanngroup.com)

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)

Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

**Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

**Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

**Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)

LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

**Barbecue/ Caterers**

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
Beaumont, TX 77701  
Tel: 409-842-1221

\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-4933

**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
 Bab's Carpet  
 4940 Highland Ave.  
 Beaumont, TX 77705  
 Tel: 409-833-7484  
 Fax: 409-790-4218

Delores Fruge  
 Power Stretch Carpet  
 502 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Home: 409-832-8626  
 Cell1: 409-617-1862  
 Cell2: 409-338-9907  
 Fax: 409-833-3230

Raymon and Sharonne Morris  
 Morris and Morris Floor Covering  
 4515 Ironton  
 Beaumont, TX 77703  
 Home: 409-833-5011  
 Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
 601 Woodworth  
 Port Arthur, TX 77642  
 Tel1: 409-982-3528  
 Tel2: 409-982-3529

David Leaven / Marcus Frank  
 F & L Computer Solutions  
 P.O. Box 328-A  
 Winnie, TX 77665  
 Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
 Five Star Business Solutions  
 Tel: 409-466-6038

**Contractors /Construction Services/Community Development/  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>

Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
Tel: 409-347-0593

Donald Ray Wise  
Wise Barricades  
Tel: 409-835-5113

Eddie Senigaur  
Senigaur Home Builder & General Contractor  
3196 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-842-5220  
Fax: 409-842-2983

Jerry Ball- VP  
EnviroTech Services LLC  
Southeast Texas Division  
3024 Commerce St.  
Port Arthur, TX 77642  
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Toll Free: 800-286-3695  
Email: [jerry.ball@osfinc.net](mailto:jerry.ball@osfinc.net)

\*Joshua Allen  
J. Allen contractors, Inc.  
Tel: 409-833-8947  
Email: [office@jallenmgmt.com](mailto:office@jallenmgmt.com)

Lloyd Broussard  
EnviroTech Services, LLC  
4002 Caroline Street  
Houston, TX 77004  
Tel: 713-551-6671

Ernestine Wade  
Gulf Coast Industrial Contractors, Inc.  
Tel: 409-842-1522

Joe Wheaton  
Joe Wheaton Construction Co.

Johnny Casmore  
Builders, Inc.  
7295 Ellen Lane  
Beaumont, TX 77708  
Tel: 409-892-2223  
Fax: 409-466-1251

Joseph D. Deshotel  
DEZ-TEX Construction, Inc.  
Tel: 409-842-4844

\*Kenny Timms  
KT Maintenance  
Tel: 409-982-9952  
Email: [Kenny.tims@ktmaintenance.com](mailto:Kenny.tims@ktmaintenance.com)

Mr. Vories Lornette, Sr.  
Faith Construction  
Tel: 409-794-2615

Mr. Matt Hopson  
Southeast TX Community Development  
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Beaumont, TX 77701  
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Fax: 409-835-1680  
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Fax: 409-813-2165  
Email: [ahardy1969@yahoo.com](mailto:ahardy1969@yahoo.com)

Ms. Mary Randall  
J&M construction  
Tel: 409-842-0967

Naomi Lawrence-Lee  
CNB Development Group  
Tel: 409-767-8037  
Email: [nlee@cnbhomes.com](mailto:nlee@cnbhomes.com)

Ories Holmes  
Ories Holmes Construction  
Tel: 409-842-3943

Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
Tel: 409-839-4735

Ray Marsh  
RAM Contracting Services  
Tel: 214-597-0541  
Email: [ray@rammep.com](mailto:ray@rammep.com)

Richard Gilbert / Bruce Dunbar  
 Owner / Superintendent  
 GP Realty Building Co.  
 648 Orleans  
 Beaumont, TX 77701  
 Richard Tel: 281-895-7773  
 Bruce Tel: 409-454-6356  
 Fax: 409-835-6775

\*Roosevelt Petry  
 GP Industrial Contractors, Inc.  
 rpetry@gpic2000.com  
 Port Arthur, TX 77640  
 Tel: 281-850-8889

Steve Andrus  
 Andrus Construction  
 Beaumont, TX 77703  
 Home: 409-835-4397  
 Work: 409-835-8629  
 Cell: 409-466-1860

William Kenebrew, Sr.  
 Kenebrew Masonary  
 Tel: 409-866-3310

### **Commodities**

\*Loma George  
 LG Supplies  
 9545 Riggs Street  
 Beaumont, TX 77707  
 lomageorge@att.net  
 Tel: 409-782-4086

### **Copy Services**

Jeanette Rideau  
 Reliable Copy Service  
 2498 Washington Blvd -B  
 Beaumont, TX 77705  
 Tel: 409-835-1218  
 Fax: 409-838-0064  
 Email: [jeanetteRCS@sbcglobal.net](mailto:jeanetteRCS@sbcglobal.net)

**Council**

Beverly L. Hatcher- President  
Golden Triangle Minority Council, Inc.  
P.O. Box 21664  
Beaumont, TX 77720-1664  
Tel: 409-962-8530  
Fax: 409-898-8077  
Email: [gtmbc@ih2000.net](mailto:gtmbc@ih2000.net)  
Website: [www.gtmbc.com](http://www.gtmbc.com)

**Electrical/ Mechanical Contractors**

Calvin Walker  
Walker's Electric Company  
2916 Magnolia Street  
Beaumont, TX 77703  
Tel: 409-212-9244  
Fax: 409-212-9245

\*Gregory T. Johnson, Sr.  
GJETCO  
P.O. Box 22735  
Beaumont, TX 77720  
Tel: 409-866-3829  
Fax: 409-866-6962

\*Joseph C. Ledet, III  
Ledet Electrical Services  
Tel: 409-896-5471  
Cell: 409-791-1366

Ray Marsh  
RAM Electrical & Mechanical Contractors  
3467 Elinor  
Beaumont, TX 77705  
Cell: 214-597-0541  
Fax: 972-539-2422  
Email: [ray@ram4mep.com](mailto:ray@ram4mep.com)

**Employment Services**

Imogene Chargois  
Texas Workforce Centers of Southeast Texas  
304 Pearl Street  
Beaumont, TX 77701  
Tel: 409-839-8045  
Fax: 409-835-0774  
Email: [imogene.chargois@setworks.org](mailto:imogene.chargois@setworks.org)

\*Luis G. Silva  
Silva Employment Network  
2901 Turtle Creek Drive, Suite 205  
Port Arthur, TX 77642  
Tel: 409-727-4024  
Fax: 409-727-4094  
Email: [lgsilva1940@aol.com](mailto:lgsilva1940@aol.com)

**Energy**

Syed Mohiuddin  
Apex Petroleum & Energy Xpress, LLC  
The Apex Plaza  
9100 SW Freeway, Suite 201  
Houston, TX 77074  
Tel: 713-541-2755  
Fax: 713-541-5535  
Website: [www.syed@apexgroupofcompaines.com](http://www.syed@apexgroupofcompaines.com)

**Engineers**

\*Andy Chica  
Chica & Associates Inc.  
595 Orleans, Suite 508  
Beaumont, TX 77701  
Tel: 409-833-4343

Sina K. Nejad, P.E.  
Sigma Engineers, Inc.  
4099 Calder Avenue  
Beaumont, TX 77706  
Tel: 409-898-1001  
Fax: 409-898-3420  
Email: [mail@sigmaengineers.com](mailto:mail@sigmaengineers.com)

**Environmental**

Bennard L. Nelson, Jr.  
 Legacee Environmental  
 6001 Savoy, Suite 204  
 Houston, TX 77035  
 Tel: 713-218-8647  
 Fax: 713-218-8649  
 Email: [bnelson@legaceenvironmental.com](mailto:bnelson@legaceenvironmental.com)

**Florists- Retail**

Mr. Walter McCloney  
 McCloney Florist  
 2690 Park St  
 Beaumont, TX 77701  
 Tel: 409-838-6861  
 Fax: 409-838-0085  
 Email: [waltermccloney@sbcglobal.net](mailto:waltermccloney@sbcglobal.net)

**Home Repair & Maintenance**

Clinton Ford  
 Clint's Maintenance and Repairs  
 8345 Lawrence Drive  
 Beaumont, TX 77708  
 Tel: 409-899-4547

**Industrial Consultant**

B.D. Belvin and Assoc.  
 Consulting Business Development  
 9692 Westhiemer Rd., Suite 83  
 Houston, TX 77063  
 Tel: 512-789-8178  
 Email: [david@bdbelvin.com](mailto:david@bdbelvin.com)  
 Website: [www.bdbelvin.com](http://www.bdbelvin.com)

Glenn J. Walters  
 Home Sweet Home Enterprise, Inc.  
 5212 Culpepper PL  
 Wesley Chapel, FL 33544  
 Tel: 813-907-9499  
 Cell: 813-503-8896  
 Fax: 813-994-9557  
 Email: [glennjwalters@aol.com](mailto:glennjwalters@aol.com)

**Insurance**

Bobby L. Holmes  
 Farmers Insurance Group  
 1120 Woodworth Blvd.  
 Port Arthur, TX 77640  
 Tel: 409-982-1200  
 Fax: 409-982-1300  
 Email: [bholmes@farmeragent.com](mailto:bholmes@farmeragent.com)

Byron Lewis  
 LRC Insurance, Inc.  
 190 S. Dowlen Road  
 Beaumont, TX 77707  
 Tel: 409-866-7073  
 Cell: 409-466-3664  
 Email: [lrcinsurance@yahoo.com](mailto:lrcinsurance@yahoo.com)

Charles E. Taylor  
 Farmers Insurance Group  
 3355 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-842-8300  
 Home: 409-866-8412  
 Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

O'Dell E. Harmon  
 A & M Marketing  
 595 Orleans, Suite 1128  
 Beaumont, TX 77701  
 Tel: 409-466-2533  
 Email: [odharm21@yahoo.com](mailto:odharm21@yahoo.com)  
 Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
 Insurance Medical Services, Inc.  
 8100 Lemon Tree Court  
 Port Arthur, TX  
 Tel & Fax: 409-722-0077  
 Cell: 409-289-0945

Mark A. Williams  
 Protectors Insurance & Financial Services  
 2600 South Loop West, Suite 520  
 Houston, TX 77054  
 Tel: 832-347-6080  
 Fax: 713-660-9977

Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

Mr. Lawrence Evans  
 Farmers Insurance Co.  
 3355 Washington Blvd.  
 P.O. Box 22897  
 Beaumont, TX 77720  
 Tel: 409-842-8300  
 Fax: 409-842-8304  
 Email: [levansinsurance@msn.com](mailto:levansinsurance@msn.com)

Tarik Cooper  
 Frank and Cooper, Inc.  
 125 IH 10 North Street, Suite 410  
 Beaumont, TX 77707  
 Tel: 409-284-5341  
 Cell: 409-939-0247

Thelma Jefferson  
 Discount Medical & Dental  
 5125 Folsom  
 Beaumont, TX 77706  
 Tel1: 409-899-9194  
 Tel2: 409-4661822  
 Email: [cautiousscenery@aol.com](mailto:cautiousscenery@aol.com)

### **Investment**

Connie D. Gist  
 EdwardJones  
 4414 Dowlen Road, Suite 102  
 Beaumont, TX 77706  
 Tel1: 409-896-5852  
 Toll Free 1: 888-368-2620  
 Toll Free 2: 888-898-7188  
 Website: [www.edwardjones.com](http://www.edwardjones.com)

### **Lawn Care**

Ava S. Hamilton  
 B & A Lawn Care Service  
 P.O. Box 22855  
 Tel1: 409-866-9399  
 Tel2: 409-651-9955  
 Tel3: 409-651-9954

\*Michael Alfred  
The Garden of Gethsemane  
Tel: 409-842-2773

### **Logistic**

\*Ray Deshotel  
Beaumont Warehouse-Transportation  
P.O. Box 20477  
Beaumont, TX 77720  
Tel: 409-883-9997  
Fax: 409-883-4208  
Cell: 409-299-0053  
Email: [ldeshotel@pnx.com](mailto:ldeshotel@pnx.com)

### **Maintenance**

Kenny L. Tims, Sr.- President  
KT Maintenance Company, Inc.  
800 Proctor Street  
Port Arthur, TX 77640  
Tel: 409-982-9952  
Fax: 409-982-4851  
Email: [kenny.tims@ktmaintenance.com](mailto:kenny.tims@ktmaintenance.com)

### **Misc.**

Clarence C. Jones  
M&R Cleaning Services  
Tel: 409-833-4535

Delois Roy  
Art World  
Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685

\*Toni Prados  
Area Impressions Caps & T's  
Tel: 409-833-4561  
Email: bprados@swbell.net

### **Office Supply**

Howard Giron  
Select Business Products  
P.O. Box 22741  
Beaumont, TX 77720  
Tel: 409-866-3224  
Fax: 409-866-1401

### **Pest Control**

Colton (Bubba) Moore, Owner  
Moore Superior Pest Control, Inc.  
Tel: 409-899-1799

### **Photography**

Harold's Photography  
2705 S. Fourth St  
Beaumont, TX 77705  
Tel: 409-794-5376  
Fax: 409-842-4143  
Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

Johnny Beatty Barry  
Photographer & Videographer  
2906 Roberts St.  
Beaumont, TX 77701  
Tel: 409-842-3903

Sonny Perkins  
Sonny's Video  
2290 Morrison  
Beaumont, TX 77701  
Tel: 409-832-9380

### **Plumbing**

A.J.  
Martha's Sewage and Drainage Service  
2370 Columbia Street

Beaumont, TX 77701  
Tel: 409-833-2796

Charles chevis  
Joe Simon Plumbing & Heating  
Tel: 409-842-0490

**News/ Media/ Publications**

Angel San Juan  
KFDM 6 & WB 10 KWBB  
P.O. Box 7128  
Beaumont, TX 77726-7128  
Tel: 409-895-4661  
Fax: 409-892-7305  
Email: [angels@kfdm.com](mailto:angels@kfdm.com)

Helen Hunter Tubbs  
Spotlight Magazine  
P.O. Box 41203  
Beaumont, TX 77725  
Tel: 409-832-3494  
Fax: 409-832-6171

Jesse Samuels, Sr.  
Cumulus  
755 S. 11<sup>th</sup> Street, Suite 102  
Beaumont, TX 77701  
Tel: 409-833-9421  
Fax: 409-833-9296  
Home: 409-983-5404

Jessie Haynes  
NAC Publishing- 10 Stupid Things  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222

Mr. A. B. Bernard  
BGI Enterprise  
PO Box 22077  
Beaumont, TX 77720-2077  
Tel: 409-833-0303  
Fax: 409-833-0744

Ms. Vicke Frank  
KZZB Radio

2531 Calder Ave.  
 Beaumont, TX 77702  
 Tel: 409-833-0990  
 Fax: 281-424-7588

Tracie Payne  
 CUSH Magazine  
 P.O. Box 22197  
 Beaumont, TX 77720  
 Tel: 409-212-1111  
 Website: [www.cush.com](http://www.cush.com)

### **Purchasing/ Procurement**

Odell Wynn  
 WGN Procurement  
 2626 South Loop West, Suite 545  
 Houston, TX 77054  
 Tel: 713-857-8359

### **Real Estate**

Dr. Kevin Moulton  
 Synergy International Realty  
 2955 Laurel St.  
 Beaumont, TX 77702  
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 Fax: 409-866-5463  
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Kim Fenner  
 ERA Team REALTORS  
 2396 Eastex Freeway  
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 Fax: 409-898-8591  
 Cell: 409-893-0735  
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Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
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999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
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Fax: 409-839-4395  
Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

Mrs. Willie Mae Thomas  
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Tel: 409-898-4100  
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Fax: 409-898-4090  
Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
Insurance- Real Estate- Construction  
2875 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-3444  
Fax: 409-842-9770  
Cell: 409-338-1365  
Email: [kyles@aol.com](mailto:kyles@aol.com)

**Restaurants**

Floyd & Carol Dixon  
 Southern Delight Restaurant  
 3195 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-840-5025

Frank Owens, Proprietor  
 Dairy Queen  
 3755 College St.  
 Beaumont, TX 77701  
 Tel: 409-838-4723

Nolan Hines, Jr.  
 Taste of Orleans  
 672 Orleans St.  
 Beaumont, TX 77701  
 Tel: 409-833-9460  
 Cell: 409-553-4632  
 Fax: 409-833-9470  
 Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

**Roofing**

John & Lawrence  
 Norman & Norman Roofing  
 Beaumont, TX  
 John Tel: 409-454-8586  
 Lawrence Tel: 409-838-4266

**Sanitary Supply**

Armstead Price, Owner  
 MVP Janitorial Inc.  
 5430 Concord Road, Suite A  
 P.O. Box 22961-2961  
 Beaumont, Tx 77720  
 Tel: 409-347-4100  
 Cell: 409-454-5100

\*S and S - Enterprises  
 PO Box 1983  
 Beaumont, TX 77704  
 Tel: 409-842-0594  
 Fax: 409-842-0594  
 Pager: 409-726-3624

The Invisible Armor  
 Tammy Powell  
 P.O. Box 22492  
 Beaumont, TX 77720  
 Tel: 409-840-9801  
 Fax: 409-840-9815  
 Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
 AAA Trophy Shop & Etc.  
 4570 Highland Ave  
 Beaumont, TX 77705  
 Tel: 409-651-6050  
 Fax: 409-842-6473  
 Email: [aatrophyshop@yahoo.com](mailto:aatrophyshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard  
 J&J Trucking  
 Tel: 409-833-3026

Erwin Charles  
 Charles Trucking  
 Tel: 409-835-5805

Delisa Bean  
 Dawn Express  
 2005 Broadway, Suite 113  
 Beaumont, TX 77702  
 Tel: 409-212-8222

Frank Patillo  
 Frank Patillo Trucking  
 Tel: 409-833-0804

Gerald Castille  
 G&S Trucking & Mowing  
 Tel: 409-832-8347

Chris Gobert  
 Gobert Trucking Company  
 Tel: 409-838-5079

Jerry P. Bernard

Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
Tel: 409-832-8228  
Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

**Ron Westphal**

---

**From:** Ron Westphal <ronaldw@co.jefferson.tx.us>  
**Sent:** Tuesday, January 07, 2014 10:27 AM  
**To:** 'Commissioner Brent Weaver - Precinct No. 2'; 'Commissioner Eddie Arnold - Precinct No. 1'; 'Commissioner Everette Alfred - Precinct No. 4'; 'Commissioner Michael Sinegal - Precinct No. 3'; 'County Judge Jeff Branick'; Kenneth Minkins; 'Mario Watkins, Prct 4 Asst.'; 'Mark Redwine, Prct 3 Foreman'; 'Mike Trahan, Prct 2 Foreman'; 'Robbie Griffith, Prct 1 Foreman'  
**Subject:** Final Plat of Goodeaux Addition - Precinct No. 1  
**Attachments:** 2014-01-07 Goodeaux Addition (BMT ETJ).pdf

Gentlemen,

Attached is a PDF of Goodeaux Addition located in Commissioner Precinct No. 1 on Boutwell Road. This plat is within the City of Beaumont's ETJ and has met their requirements, as well as meeting those of Jefferson County.

I am placing this plat on the 01-13-2014 Agenda for approval. If you have any questions please contact me.

Sincerely,

Ron Westphal

*Ronald Westphal*  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [ronaldw@co.jefferson.tx.us](mailto:ronaldw@co.jefferson.tx.us)

STATE OF TEXAS  
COUNTY OF JEFFERSON  
KATH COODER  
WITNESSES MY HAND AND SEAL OF OFFICE THIS 26th DAY OF November A.D. 2013

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COUNTY OF JEFFERSON  
KATH COODER  
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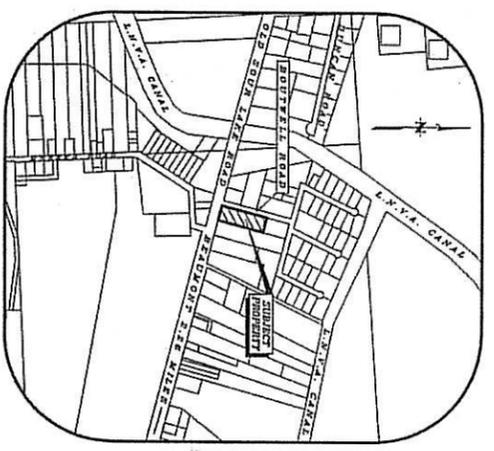
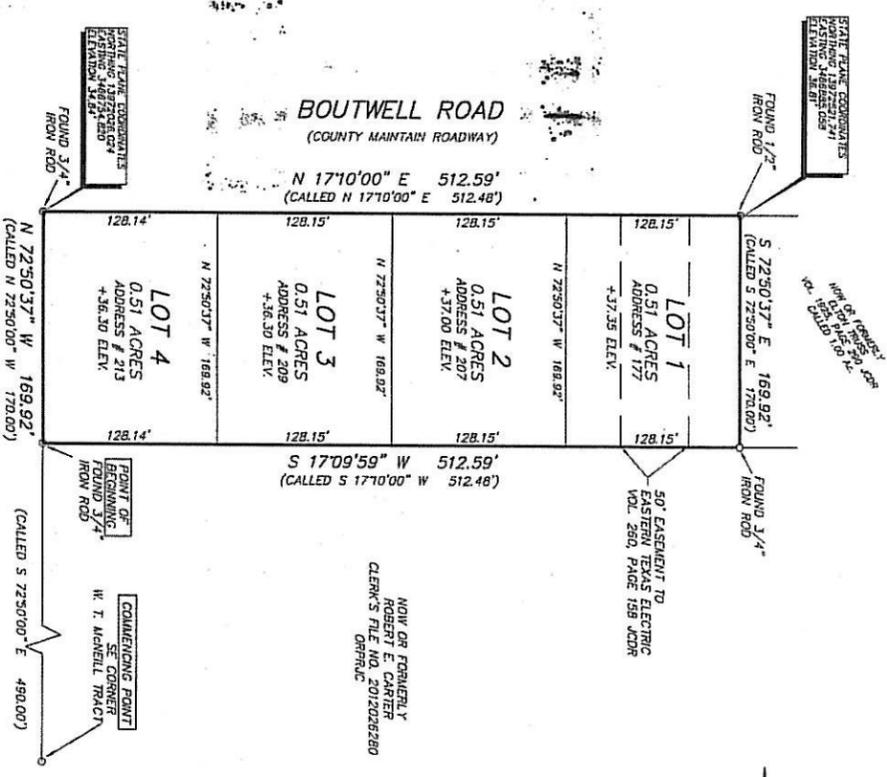
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**A MINOR PLAT  
OF  
A 2.04 ACRE TRACT  
OUT OF THE  
E. RAINES SURVEY, ABSTRACT NO. 44  
INTO  
GOODEAUX ADDITION  
JEFFERSON COUNTY, TEXAS**

- SUBDIVISION NOTES:**
1. THE PURPOSE OF THIS PLAT IS TO CREATE FOUR LOTS WITHIN THE 2.04 ACRE TRACT.
  2. THIS SURVEY WAS COMPLETED WITHOUT A TITLE COMMITMENT, EXAMINATION AND RECORDING OF RECORDS, AND WITHOUT A TITLE COMMITMENT AS PART OF THE SURVEY. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE TRACT AND HAS NOT ENTERED ON THIS PLAT ANY INFORMATION CONCERNING THE TRACT OR THE SURVEY.
  3. UNLESS SHOWN OTHERWISE.

TRACT NO.	ACRES	FRONT FEET	DEPT. OF TRANSPORTATION	DEPT. OF TRANSPORTATION	DEPT. OF TRANSPORTATION
1	0.51	128.15'	128.15'	128.15'	128.15'
2	0.51	128.15'	128.15'	128.15'	128.15'
3	0.51	128.15'	128.15'	128.15'	128.15'
4	0.51	128.15'	128.15'	128.15'	128.15'

**PREPARED BY:**  
**faust**  
Engineering and Surveying, Inc.  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
2525 CALVERT STREET • BOCA RATON, FLORIDA 33433 • TEL (561) 995-2340 • FAX (561) 995-2184  
DATE: SEPTEMBER 2013  
PROJECT NO. 0100161  
DRAWING FILE NO. 100004-00

STATE OF TEXAS  
COUNTY OF JEFFERSON  
KATH COODER  
WITNESSES MY HAND AND SEAL OF OFFICE THIS 26th DAY OF November A.D. 2013

# Memo

To: Kenneth Mickins  
From: Ernest Clement *EC*  
Date: January 3, 2014  
Subject: Pipeline Permit – Sunoco NGL

Please review and approve for upcoming agenda the following permits:

01-P-14 and 03-P-14

Please call me if you have any questions.

rn

*K. Mickins, OK'D FOR AGENDA 01/07/14*

# Memo

To: Mike Trahan *OK to place on agenda*  
From: Ernest Clement *EC*  
Date: January 3, 2014  
Subject: Pipeline Permit – Sunoco NGL

Please review and approve for upcoming agenda the following permits:

02-P-14 thru 07-P-14

Please call me if you have any questions.

rn

Permit No. 01-P-14  
Precinct No. 4

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date December 3, 2013

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Sunoco Pipeline L.P., does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of NGL Y-Grade, Refined Product, Crude Oil, and Petroleum Products, location of which is fully described as follows:

Line EMO1 crossing Erie Street.

5 Pages of drawings attached.  
Construction will begin on or after January, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on October, 7 2013 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> Road crossing(s) @ 100.00	\$ <u>100.00</u>
<u>    </u> Miles Parallel @ 150.00/mile or fraction	\$ <u>          </u>
TOTAL \$ <u>100.00</u>	\$ <u>          </u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

PERMIT No. 02-P-14

Precinct No. 2

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date December 3, 2013

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Sunoco Pipeline L.P., does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of NGL Y-Grade, Refined Product, Crude Oil, and Petroleum Products.

location of which is fully described as follows:

Line EMO1 crossing Hebert Road.

5 Pages of drawings attached.  
Construction will begin on or after January, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on October, 7 2013 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> Road crossing(s) @ 100.00	\$ <u>100.00</u>
<u>    </u> Miles Parallel @ 150.00/mile or fraction	\$ <u>          </u>
TOTALS <u>\$100.00</u>	\$ <u>          </u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

Permit No. 3-P-14

Precinct No. 2 1/4

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date December 3, 2013

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Sunoco Pipeline L.P., does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of NGL Y-Grade, Refined Product, Crude Oil, and Petroleum Products, location of which is fully described as follows:

Line EMO1 crossing Hillebrandt Road.

5 Pages of drawings attached.  
Construction will begin on or after January, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on October, 7 2013 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> Road crossing(s) @ 100.00	\$ <u>100.00</u>
<u>    </u> Miles Parallel @ 150.00/mile or fraction	\$ <u>          </u>
TOTAL \$ <u>100.00</u>	\$ <u>          </u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

Permit No. 04-P-14

Precinct No. 2

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date December 31, 2013

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Sunoco Pipeline L.P., does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of NGL Y-Grade, Refined Product, Crude Oil, and Petroleum Products, location of which is fully described as follows:

Line EMO1 crossing Central Boulevard.

5 Pages of drawings attached.  
Construction will begin on or after January, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on October, 7 2013 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> Road crossing(s) @ 100.00	\$ <u>100.00</u>
<u>    </u> Miles Parallel @ 150.00/mile or fraction	\$ <u>          </u>
TOTAL \$ <u>100.00</u>	\$ <u>          </u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

Permit No. 05-P-14

Precinct No. 2

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date December 3, 2013

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Sunoco Pipeline L.P., does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of NGL Y-Grade, Refined Product, Crude Oil, and Petroleum Products, location of which is fully described as follows:

Line HMO4 crossing Central Boulevard.

5 Pages of drawings attached.  
Construction will begin on or after January, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on October, 7 2013 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> Road crossing(s) @ 100.00	\$ <u>100.00</u>
<u>    </u> Miles Parallel @ 150.00/mile or fraction	\$ <u>          </u>
TOTAL \$ <u>100.00</u>	\$ <u>          </u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

Permit No. 06-P-14

Precinct No. 2

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date December 3, 2013

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Sunoco Pipeline L.P., does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of NGL Y-Grade, Refined Product, Crude Oil, and Petroleum Products, location of which is fully described as follows:

Line HMO5 crossing Central Boulevard.

5 Pages of drawings attached.  
Construction will begin on or after January, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on October, 7 2013 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> Road crossing(s) @ 100.00	\$ <u>100.00</u>
<u>    </u> Miles Parallel @ 150.00/mile or fraction	\$ <u>    </u>
TOTAL \$ <u>100.00</u>	\$ <u>    </u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

Permit No. 07-P-14

Precinct No. 2

APPLICATION FOR PIPE LINE PERMIT  
(2003 REVISION)

Date December 3, 2013

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Sunoco Pipeline L.P., does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of NGL Y-Grade, Refined Product, Crude Oil, and Petroleum Products, location of which is fully described as follows:

Line HMO6 crossing Central Boulevard.

5 Pages of drawings attached.  
Construction will begin on or after January, 2014.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on October, 7 2013 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> Road crossing(s) @ 100.00	\$ <u>100.00</u>
<u>    </u> Miles Parallel @ 150.00/mile or fraction	\$ <u>    </u>
TOTALS <u>\$100.00</u>	\$ <u>    </u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

## TEXAS 1033 SURPLUS PROPERTY PROGRAM APPLICATION LETTER

TO: Texas Department of Public Safety  
ATTN: Texas 1033 Program  
5805 N. Lamar Blvd.  
BLDG G  
Austin, TX 78752

AGENCY: Jefferson County Sheriff's Office

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.
2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.
3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.
4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.
5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons cannot be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.
6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.
7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

\_\_\_\_\_  
AGENCY CHIEF EXECUTIVE OFFICIAL:

*G. Mitch Woods*  
Signature

\_\_\_\_\_  
January 8, 2014  
Date

G. Mitch Woods, Sheriff  
\_\_\_\_\_  
Name / Title

AUTHORIZED OFFICIAL<sup>2</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Jeff Branick, County Judge  
\_\_\_\_\_  
Name / Title



Agency Chief Executive Official — Chief of Police or County Sheriff

<sup>2</sup>  
Authorized Official — County Judge, Mayor, or City Manager/Administrator,  
University/College President or Director.

## TEXAS 1033 SURPLUS PROPERTY PROGRAM RELEASE OF LIABILITY

AGENCY: Jefferson County Sheriff's Office Beaumont / Jefferson, Texas  
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas, or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising from its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)\* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinator's Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL<sup>1</sup>:

*G. Mitch Woods*  
Signature

January 8, 2014  
Date

G. Mitch Woods, Sheriff  
Name / Title

AUTHORIZED OFFICIAL<sup>2</sup>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Jeff Branick, County Judge  
Name / Title

\* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

Agency Chief Executive Official — Chief of Police or County Sheriff

<sup>2</sup> Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

**LAW ENFORCEMENT AGENCY (LEA)  
APPLICATION FOR PARTICIPATION**

\*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW  UPDATE  SCREENER ID (Update Only): ERC

AGENCY: Jefferson County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 1001 Pearl Street

MAILING ADDRESS (If different than above): \_\_\_\_\_

CITY: Beaumont STATE: Texas

ZIP: 77701 EMAIL: Rcarroll@co.Jefferson.TX.US

PHONE: 409-835-8734 FAX: 409-835-8784

**NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY**

FULL-TIME: 122 PART-TIME: N/A RESERVE: 8

**SCREENER(S) POC: MUST HAVE AT LEAST ONE**

\*MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup

SCREENER/MAIN POC: Rod Carroll Rcarroll@co.Jefferson.TX.US

SCREENER/POC #2: Stanley Shipper SOPilots@co.Jefferson.TX.US

SCREENER/POC #3: John Hebert Jhebert@co.Jefferson.TX.US

SCREENER/POC #4: \_\_\_\_\_

WEAPON POC (Optional): \_\_\_\_\_

AIRCRAFT POC (Optional): Rod Carroll Rcarroll@co.Jefferson.TX.US

**INVENTORY CHECK**

Does the Agency currently have any equipment from the 1208/1033 Program? YES  NO

WEAPONS: YES  NO  AIRCRAFT: YES  NO  WATERCRAFT: YES  NO

TACTICAL VEHICLES: YES  NO  OTHER CONTROLLED PROPERTY: YES  NO  DEMIL A: (LESS THAN A YEAR OLD) YES  NO

\*By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.

\*Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.

CHIEF EXECUTIVE OFFICIAL/  
HEAD OF LOCAL AGENCY G. Mitch Woods, Sheriff DATE: Jan 8, 2014

PRINTED NAME  
G. Mitch Woods  
SIGNATURE

STATE COORDINATOR:  
(NOT REQUIRED FOR FEDERAL) Skylor Hearn DATE: \_\_\_\_\_

PRINTED NAME  
Skylor Hearn  
SIGNATURE



# TEXAS 1033 SURPLUS PROPERTY PROGRAM SUPPLEMENTAL DATA SHEET

Date: Jan 8, 2014

Agency: Jefferson County Sheriff's Office

Phone: (409) 835-8784 Alternate Phone: (409) 835-8411

Fax: (409) 835-8784

Website (if applicable): \_\_\_\_\_

Screener #1: Deputy Rod Carroll Rcarroll@co.Jefferson.TX.US  
RANK / NAME / E-MAIL ADDRESS

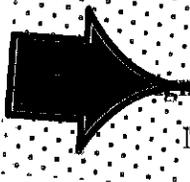
Screener #2: Deputy Stanley Shipper SOPilots@co.Jefferson.TX.US  
RANK / NAME / E-MAIL ADDRESS

Screener #3: Mechanic John Hebert SOPilots@co.Jefferson.TX.US  
RANK / NAME / E-MAIL ADDRESS

Screener #4: \_\_\_\_\_  
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: N/A  
RANK / NAME / E-MAIL ADDRESS

## AGENCY CHIEF EXECUTIVE OFFICIAL<sup>1</sup>



Signature: \_\_\_\_\_

Name: G. Mitch Woods

Title: Sheriff

Email: Mwoods@co.Jefferson.TX.US

## AUTHORIZED OFFICIAL<sup>2</sup>

Signature: \_\_\_\_\_

Name: Jeff Branick

Title: County Judge

Email: JBranick@co.Jefferson.TX.US

<sup>1</sup> Agency Chief Executive Official – Chief of Police or County Sheriff.

<sup>2</sup> Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

## STATE OF TEXAS 1033 PROGRAM PLANS, POLICIES AND PROCEDURES

### **PURPOSE:**

The purpose of this document is to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 U.S.C. §2576a and to promote the efficient and expeditious transfer of the property.

### **AUTHORITY:**

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA).

### **STAFFING AND FACILITIES:**

By authority of the State Governor, the Assistant Director over the Law Enforcement Support Division of the Texas Department of Public Safety is the Texas 1033 Program State Coordinator. The State Coordinator appoints the State Points of Contact (SPOCs) to administer the daily operation of the 1033 Program.

### **TERMS AND CONDITIONS:**

- **Law Enforcement Agency (LEA) Eligibility Criteria:** Must be a "law enforcement activity" whose primary function is enforcement of applicable Federal, State and local laws as defined by the DLA regulation (this is referring to DLA Directive (DLAD) 4160.10 which will be superseded by the One Book) and whose compensated officers have powers of arrest and apprehension.
- **How to Enroll in the State 1033 Program:** LEA must request enrollment via their State Coordinator. LEAs must provide a completed application packet to their State Coordinator. NOTE: Upon request of the Law Enforcement Support Office (LESO), a mission statement will need to be provided along with the datasheet. If the enrollment request is approved by the State Coordinator, it will be forwarded to the LESO. If approved by LESO, the State Coordinator will be contacted and provided with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Once enrolled, the LEA must acknowledge receipt of the memorandum of understanding (MOU) with the State Coordinator agreeing to the terms and conditions of the 1033 Program. As soon as an agency is properly enrolled, automations screening may be conducted through the Defense Reutilization and Marketing Office (DRMO) website. The State Coordinator's office must provide the LEA with their login identification number for this application.
- **LEA Screener Criteria:** Must be full-time and/or part-time, sworn and/or non-sworn officers assigned to the LEA performing this duty. LEAs are allowed a maximum of four (4) screeners

per agency. A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

- **Identification/Acquisition/Transportation of Property:** LEAs find needed property electronically through the Defense Reutilization and Marketing Service (DRMS) website: [www.drms.dla.mil](http://www.drms.dla.mil) or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit a manual or electronic DRMS Form 103 to the State Coordinator. The State Coordinator approves/disapproves the request. If approved, it is sent to the LESO. If approved it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) or a manual DD Form 1348 is sent to the State Coordinator. It is the responsibility of the State/LEA to transport requested property from the DRMOs to their location. DLA will not fund the transportation cost.
- **Storage of Property:** Unless the State is authorized as a distribution center, it will be the gaining LEA responsibility to store property received through the 1033 Program. Distribution centers should only hold property for their specific customers not more than 90 days. After that date, disposition should be requested, in writing, from the LESO, via their State Coordinator.
- **Distribution of Property:** LESO will approve property request in the following priority: counterdrug/counterterrorism and then any other law enforcement activities.
- **Security of Property:** It is the responsibility of the gaining State/LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, this information must be forwarded to the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.
- **Accountability of Property:** Each LEA and the State must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.
- **Establish Inactive File:** As of October 1, 2003, the LESO will institute a five (5) year file retention policy. This policy will state that LESO will maintain active files for two (2) years and inactive files for three (3) years. After five years, the files are destroyed with the exception of DEMIL code B through Q, sensitive items and \$20,000 or more high dollar items.
- **Utilization of Property:** Property received through the 1033 Program must be placed into use within one (1) year of receipt and utilized for a minimum of one (1) year, unless the condition renders it unusable. If property is not placed in use within one (1) year of receipt, it must be

transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the applicable State Coordinator and LESO.

- **State Compliance Reviews:** The State Points of Contact will inspect *at a minimum* 10% of the active agencies to ensure property accountability and proper use of equipment. All law enforcement agencies maintaining sensitive property will submit a written accountability statement detailing property type and serial numbers on the anniversary date of their Authorization Letter for the program.
- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through their State Coordinator. The State Coordinator will request final approval from the LESO. Property may be transferred within the State or between States as long as it is properly coordinated with the State Coordinator and LESO. If approved a "LESO transfer approval memo" will be sent to the State Coordinator. For more information regarding these items, view the following links:

Defense Demilitarization and Trade Security Controls (TSC) Program  
[www.demil.osd.mil](http://www.demil.osd.mil)

Military Critical Technologies List  
[www.dtic.mil/mctl](http://www.dtic.mil/mctl)

Critical Federal Supply Class (FSC) and Buzz words  
[www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf](http://www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf)

Flight Safety Critical Aircraft Parts (FSCAP)  
[www.drms.dla.mil/drms/internal/demil/FSCAP.pdf](http://www.drms.dla.mil/drms/internal/demil/FSCAP.pdf)

- **Disposal of Property:** LEAs must request approval, in writing, from their State Coordinator before any 1033 property is disposed. The State Coordinator will request final approval from the LESO. If approved a "LESO disposal approval memo" will be sent to the State Coordinator. Only DEMIL codes A, B and Q may be approved for disposal. Items with DEMIL codes of C, D, E, F, G and P must be transferred to an authorized agency or must be returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA.
  - **DEMIL code A:** does not require demilitarization and may be disposed after obtaining State Coordinator and LESO approval.
  - **DEMIL code B:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with TSC (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).
  - **DEMIL code Q:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with Commerce Control List Items (CCLI) disposition requirements (see DOD 4160.21-M, Defense Material Disposition



- **Training:** The State Coordinator, State Points of Contact and LEAs should be trained/familiar with guidance on the following websites:

ABCs of DEMIL

[www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm](http://www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm) (knowledge of demilitarization codes)

DLA Operations

[www.dla.mil](http://www.dla.mil) (DLA handbook)

LESO Operations

[www.dla.mil/j-z/leso](http://www.dla.mil/j-z/leso) (1033 Program/Automation training guides)

DRMS Operations

[www.drms.dla.mil](http://www.drms.dla.mil) (automation requisitioning process/procedures)

## THE STATE WILL:

- Receive applications for participation in this program from its law enforcement activities and validate with signature, their law enforcement mission prior to forwarding to LESO for approval as an authorized LEA. Once the approval process is completed and the agency is loaded in the DRMS automated requisitioning system, provide enrolled LEAs with their LEA ID number so they may request materials on-line.
- Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts. Assure the recipient LEA is identified on all requisitions.
- Be responsible for the transfer and/or allocation of property to qualified LEAs.
- Assure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statues and regulations for the program and this property.
- Enter into agreements with LEAs to assure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

- g. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons point of contact (POC) fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.
- h. Assure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- i. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. The State and each LEA must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to DLA, LESO not later than seven (7) working days after it is discovered. The State Coordinator must provide a weapon POC on all LEA data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. Maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles issued to State/LEA.
- j. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.
- k. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). Assist LEAs by providing information, as required, for audit submission. Assist LEAs by identifying which property oversight agency the audit information must be submitted to.
- l. Review and update State Plan of Operation annually (calendar year) or when the Governor-appointed State Coordinator changes or Governor changes. If there are no changes to the State Plan of Operation send a signed letter/email to the LESO indicating that the plan has been reviewed and no changes were necessary.
- m. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the State Plan of Operation or MOU.
- n. Conduct periodic reviews of each LEA enrolled in the program, to include physical inventory/spot checks, of property received and any related records. Additionally, ensure LEAs are in compliance with applicable Memorandum of Agreement (MOA)/MOU and/or the State Plan of Operation. These reviews must be documented and maintained by the State Coordinator for future LESO compliance reviews.
- o. Obtain reconciliation reports from the LESO website and conduct monthly reconciliations on all items received and annual reconciliations for high dollar items (items valued over \$20,000) and Demil B-Q items between the State/LEA and LESO.

- p. Ensure serial/tail numbers are provided to LESO on items such as peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.
- q. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.
- r. Submit requests for property returns (turn-ins to a DRMO) to LESO. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- s. Submit disposal, transfer and inventory adjustment requests to LESO.
- t. Contact the LESO in writing not later than 30 calendar days prior, to a State Coordinator change.
- u. All property transfers will cease if no current Governor's letter is on file; the State has not signed the MOA with DLA; the State Coordinator or POC does not validate all property requests and there is no State Plan of Operation on file.

**THE LAW ENFORCEMENT AGENCY WILL:**

- a. Submit applications for participation in this program to the State Coordinator for approval. Upon request from the State Coordinator or LESO provide a mission statement.
- b. Submit requests for property (electronically). Provide justification for all requisitions to the State Coordinator.
- c. Agrees to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- d. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.
- e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

- f. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. Appoint a Property Accountable Officer responsible for approving/disapproving all property requests and maintaining all records for property received that are accountable.
- g. Assure that all environmentally regulated property handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- h. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Recipients must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received.
- i. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.
- j. LEAs enrolled in the State 1033 Program must maintain a copy of the State Plan of Operation or MOU.
- k. LEAs must be aware of their responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).
- l. Conduct periodic reviews to include physical inventory/spot checks of actual property and related records. Ensure compliance with applicable MOA/MOU and/or the State Plan of Operation.
- m. Obtain reconciliation reports from the State Coordinator and conduct monthly and annual reconciliations. Provide reconciliation results to the State Coordinator.
- n. Ensure serial/tail numbers are provided to the State Coordinator on items such as peacekeepers/APCs, aircraft, NVGs/sights and weapons.
- o. Conduct inventory reconciliations and provide inventory reconciliation results electronically to the State Coordinator within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

- p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.
- r. Contact the State Coordinator, in writing, not later than 30 days prior, when property accountable officer changes.

**TERMINATION CRITERIA:** An LEA may be terminated from the program *either temporarily or permanently* by the State Coordinator for failure to comply with any policy governing the program. A termination notice will be provided via certified mail from the State Coordinator's office.

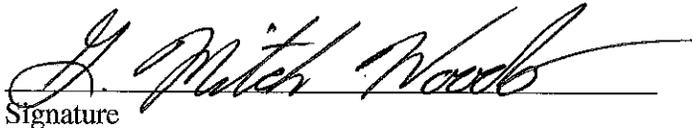
IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

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Skylor Hearn  
 Assistant Director  
 Texas Department of Public Safety  
 Texas 1033 State Coordinator

**AGENCY NAME:**

**AGENCY CHIEF EXECUTIVE OFFICIAL:**

  
 Signature

G. Mitch Woods, Sheriff  
 Name / Title

Jan 8, 2014  
 Date

**Regular, January 13, 2014**

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 13, 2014