

Notice of Meeting and Agenda
March 19, 2024

Special, 3/19/2024 10:30:00 AM

BE IT REMEMBERED that on March 19, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1 (ABSENT)

Absent

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Cary Erickson, 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
March 19, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **19th** day of **March 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** meeting 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:

9:00am – WORKSHOP – To discuss Proposition 2 regarding property tax exemptions.

9:30am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to contracts being negotiated, that deliberation in open meeting, would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

10:00am – WORKSHOP - Information from representatives and others regarding the delays in completing the new phone system for Jefferson County.

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11:00am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to contracts being negotiated, that deliberation in open meeting, would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

NOTICE: Commissioner Pierce may attend and participate in this Commissioners Court Meeting via videoconference. A quorum of members of Commissioners Court and the presiding officer will be physically present for this meeting in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas. Commissioner Pierce shall be considered present for this meeting but shall be considered absent from any portion of the meeting during which audio or video communication with him is lost or disconnected. Commissioners Court will continue the meeting while Commissioner Pierce is absent.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Cary Erickson, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

- (a).Receive and file an agreement (Agreement 24-014/MR) with ES&S for the rental of ten (10) poll place scanners and tabulators for the County Clerk's Office in the amount of \$16,295.00; in accordance with the original contract executed on August 3, 2022.

SEE ATTACHMENTS ON PAGES 11 - 14

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Consider and approve, execute, receive and file an agreement (Agreement 24-016/MR) with Manatron, Inc. ("Harris Recording Solutions-Aumentum Recorder") for extraction of records from the Aumentum Recorder database for the County Clerk's Office in the amount of \$9,800.00.

SEE ATTACHMENTS ON PAGES 15 - 16

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (c).Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is scheduled for Saturday, April 6, 2024 at 9:00 am.

SEE ATTACHMENTS ON PAGES 17 - 19

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 20 - 21

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and authorize County Judge to execute sales contract for the purchase of the property located at 11514 Cuniff Road, Beaumont TX 77705, as part of Jefferson County's Home Buyout program with Hurricane Harvey grant funds through the Texas General Land Office contract 20-066-036-C242. Consider and authorize the County Judge or the County Auditor to execute all other necessary documents for the closing of this property.

SEE ATTACHMENTS ON PAGES 22 - 46

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve advance funding request for American Rescue Plan Act approved project with City of China in the amount of \$56,000.

SEE ATTACHMENTS ON PAGES 47 - 47

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve advance funding request for American Rescue Plan Act approved project with City of Nome in the amount of \$60,200 for priority 1 project.

SEE ATTACHMENTS ON PAGES 48 - 48

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (d). Consider, possibly approve, authorize the County Judge and Sheriff to execute, receive and file CEO/Law Enforcement Certifications and Assurances Form to enable Jefferson County to participate fully in the grant authority of the Office of the Governor grant funding.

SEE ATTACHMENTS ON PAGES 49 - 49

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (e).Regular County Bills – check #515496 through check #515738.

SEE ATTACHMENTS ON PAGES 50 - 58

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Conduct a public hearing regarding the establishment of the Flexport Petchem Reinvestment Zone, pursuant to Sec. 312.401 et seq. Texas Property Tax Code.

Judge Branick opened the floor for public hearing. As no one came forward, he closed the public hearing.

SEE ATTACHMENTS ON PAGES 59 - 92

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Consider, possibly approve, and authorize the County Judge to execute, receive and file an order to establish the Flexport Petchem Reinvestment Zone pursuant to Sec. 312.401 et seq., Texas Property Tax Code.

NO ATTACHMENTS

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (c).Conduct a public hearing regarding consideration for granting a Property Tax Abatement Agreement between Jefferson County and ETC Marketing LTD for construction of the new Petchem facility pursuant to Sec. 312.401 et seq., Texas Property Tax Code.

Judge Branick opened the floor for public hearing. As no one came forward, he closed the public hearing.

NO ATTACHMENTS

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Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

- (d). Consider, possibly approve and authorize the County Judge to execute a Property tax Abatement between Jefferson County and ETC Marketing LTD for construction of the new Petchem facility pursuant to Sec. 312.401 et seq., Texas Property Tax Code.

NO ATTACHMENTS

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

- (e). Conduct a public hearing regarding consideration for granting a Property tax Abatement between Jefferson County and ETC Marketing LTD for construction of the new Flexport facility within the Flexport Petchem Reinvestment Zone pursuant to Sec. 312.401 et seq., Texas Property Tax Code.

Judge Branick opened the floor for the public hearing. As no one came forward, he closed the public hearing.

NO ATTACHMENTS

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

- (f). Consider, possibly approve and authorize the County Judge to execute a Property Tax Abatement Agreement between Jefferson County and ETC Marketing LTD for the construction of the Flexport facility pursuant to Sec. 312.401 et seq., Texas Property Tax Code.

NO ATTACHMENTS

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

- (g). Consider and possibly approve Affiliation Agreement between the Jefferson County Health Department and Lamar University for educating nursing students.

SEE ATTACHMENTS ON PAGES 93 - 99

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

- (h). Consider and possibly approve a proclamation for Red Cross Month.

SEE ATTACHMENTS ON PAGES 100 - 100

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

- (i). Consider and possibly approve a Proclamation for the 80th Annual YMBL South Texas State Fair.

SEE ATTACHMENTS ON PAGES 101 - 101

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

- (j). Consider and possibly renew the Disaster Declaration of March 11, 2024 regarding the drought and crawfish industry pursuant to Sec. 418.108(b), Texas Government Code.

SEE ATTACHMENTS ON PAGES 102 - 102

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY TREASURER:

- (a). Receive and File Investment Schedule for February, 2024, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 103 - 105

Motion by: Sinegal
Second by: Alfred
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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March 19, 2024

Special, March 19, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, March 19, 2024.



11208 JOHN GALT BLVD
OMAHA, NE 68137-2384
(402) 593-0101

Rental Agreement

B.O. #: 2912

Covered Election: November 5, 2024

Estimated Delivery Date: August 2024

Phone Number: 409-835-8767

Fax Number: N/A

Customer Contact, Title: Laurie Leister

Customer Name: Jefferson County, Texas

Type of Rental Equip: NEW REFURBISHED

Rental Term: August 13, 2024 through November 30, 2024

Bill To:
Jefferson County, Texas
Laurie Leister
P.O. Box 1151
Beaumont, TX 77704

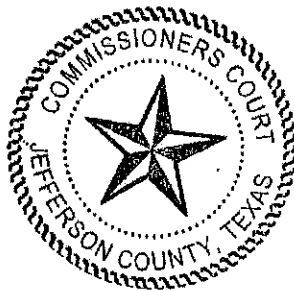
Ship To:
Jefferson County, Texas
Laurie Leister
7933 Viterbo Road
Beaumont, TX 77704

Item	Description	Qty	Price	Total
1	DS200 DS200 Poll Place Scanner and Tabulator; (Refurbished) Model DS200 Scanner with Internal Backup Battery, Paper Roll, and One (1) Standard 4GB Memory Device - Version 6.3.0.0	10	\$1,046.00	\$10,460.00
2	DS200 Soft-Slided Nylon Case	10	\$22.00	\$220.00
3	DS200 Standard 4GB Memory Device (Additional)	10	\$15.00	\$150.00
4	DS200 Equipment Installation	1	\$1,975.00	\$1,975.00
5	Shipping Roundtrips Shipping & Handling	1	\$3,500.00	\$3,500.00
Rental Order Total				\$ 16,295.00

Freight Billable: yes no

Matt Kunz
Regional Sales Manager
Matt Kunz
V.P. of Finance
03/08/2024
Date

[Signature]
Customer Signature
Date
County Judge
Title



ATTEST
DATE *[Signature]*
3/5/2024

Payment Terms

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.

A Rental Cancellation Fee of 10% of the Rental Order Total shall apply in the event the Customer does not provide written notification to ES&S of its intent to cancel an Election at least forty-five (45) days prior to the scheduled Election covered under this Agreement.

Return of Rental Equipment

ES&S shall provide the Customer with a Return Materials Authorization ("RMA") form which shall set forth all of the equipment and software to be returned upon the expiration or earlier termination of the Agreement. The Customer shall use this form when returning the equipment and software and label all boxes with the RMA number provided.

Customer shall be responsible for packaging and readying the equipment and software for return to ES&S by utilizing the original boxes and packing materials to return the equipment and software to ES&S. In the event the Customer requires ES&S to provide new boxes and packing material for return of the equipment and software, such items will be invoiced to Customer separately and shall be due and payable upon receipt of ES&S' invoice by Customer.

Customer is responsible for returning all equipment and other non-consumable items set forth above to ES&S upon the expiration or earlier termination of the Agreement. In the event the Customer fails to return any such equipment and/or non-consumable items upon the expiration or earlier termination of the Agreement, Customer shall pay ES&S at ES&S' then current rates for such equipment and/or non-consumable items which have not been returned to ES&S less any rental fees previously paid by Customer for such equipment and/or non-consumable items which have not been returned. ES&S shall invoice the Customer separately for any unreturned items and such Invoice shall be due and payable upon receipt of ES&S' invoice by Customer.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Rental/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to rent and/or license, and Customer agrees to rent and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement during the Rental Term as defined in Section 10 below. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The rental payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment and ES&S Software shall, at all times, remain with ES&S. The consideration for ES&S' grant of the license during the Rental Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction during the Rental Term. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction during the Rental Term.
3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
 - a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
 - b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
 - c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
 - d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue during the Rental Term. ES&S may terminate either license if Customer fails to pay the rental fees when due, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon the expiration of the Rental Term, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
5. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request shall deliver written evidence thereof to ES&S. Customer shall not use the ES&S Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of ES&S, alter the ES&S Equipment or affix to or install on the ES&S Equipment any accessory, equipment or device which was not supplied to it by ES&S. Customer shall not move the ES&S Equipment from the place where it was originally installed, unless such ES&S Equipment is to be used at various polling places throughout the Jurisdiction, without ES&S' prior written consent. Customer shall make the ES&S Equipment and any records pertaining thereto available to ES&S during regular business hours for inspection. Customer will not, without the prior written consent of ES&S and subject to such conditions as ES&S may impose for its protection, affix any item of ES&S Equipment to any real property if, as a result thereof, such item of ES&S Equipment will become a fixture under applicable state law.
6. **Installation.** The front side of this Agreement specifies the items of ES&S Equipment or ES&S Software, if any, which ES&S' employees, agents, or authorized representatives ("Representatives") will install at Customer's designated site. Customer shall pay ES&S a fee for such installation services, as set forth on the front side of this Agreement. Customer will provide, at its own expense, a site adequate in space and design for installation and operation of the ES&S Equipment and ES&S Software. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment and ES&S Software, and has electric current of sufficient quality and quantity to operate the ES&S Equipment and ES&S Software. ES&S may, but shall not be required to, inspect the site, and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. Customer shall be responsible for installing all items of equipment or software not installed by ES&S, in accordance with the instructions furnished in the Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software by Customer.
7. **Warranty.**
 - a. **ES&S Equipment/ES&S Software.** ES&S warrants that during the Rental Term (the "Warranty Period"), it will repair or replace, at Customer's designated location or at ES&S' designated location, as determined by ES&S in its sole discretion, any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer bells, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except

as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

- b. **System.** ES&S warrants that the ES&S Equipment and ES&S Software will operate in conjunction with the third-party items during the Warranty Period, provided that the third-party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the third-party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third-party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the rental payments to ES&S for the third-party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third-party items which are provided to ES&S.

- c. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a) or 7(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Rental Term.** The period during which Customer shall rent the ES&S Equipment and License the ES&S Software from ES&S shall be in effect from August 13, 2024 through November 30, 2024, unless earlier terminated pursuant to this Agreement (the "Rental Term").

11. **Termination.** The Rental Term shall terminate upon the first to occur of the following (i) a breach of any material provision herein which has not been cured by the breaching party within thirty (30) days after it receives written notice of the breach from the non-breaching party (except a breach as provided in (ii) below which will require no notice); (ii) either party's providing thirty (30) days' prior written notice to the other party hereto of its desire to terminate the Rental Term; or (iii) Customer's failure to make any rental payment due hereunder within sixty (60) days after it is due. In the event of a termination by the Customer in accordance with Section 11(ii) above, Customer hereby agrees to promptly pay ES&S for all costs incurred and deliverables provided by ES&S through the effective date of such termination, including, but not limited to, any equipment and software delivered, shipping costs incurred, and services performed. No later than ten (10) calendar days following the termination of the Rental Term, Customer shall release the ES&S Equipment and ES&S Software to ES&S at its own expense and in the same operation, order, repair, condition, and appearance as when received, subject to normal wear and tear. In the event Customer fails to release the ES&S Equipment and ES&S Software to ES&S no later than ten (10) calendar days following the termination or expiration of the Rental Term, Customer shall pay to ES&S a late return charge in the amount of \$500.00 per calendar day until the ES&S Equipment and ES&S Software is returned to ES&S in accordance herewith.

12. **Disputes.**

- a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

- b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

14. **Export.** Customer acknowledges that the laws and regulations of the United States may restrict the export of certain commodities and technical data of United States origin, including the Software, in any medium. Customer agrees that it shall not export the Software or the Documentation in any form without the appropriate United States and foreign government licenses.

15. **Certification.** By execution of this Agreement, ES&S represents and warrants that:

a) In accordance with Texas Government Code § 2270, ES&S does not boycott Israel currently and will not boycott Israel during the Rental Term of this Agreement; and

b) In accordance with Texas Government Code § 2252, that, at the time of the execution of this Agreement and for the duration of the Rental Term of this Agreement and any renewal terms, ES&S is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

16. **Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in Jefferson County, Texas in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(c), 8-11, 12(b), 13, 14 and 16 of these General Terms shall survive the termination of this Agreement, to the extent applicable.



LETTER OF AUTHORIZATION

January 22, 2024

Roxanne Acosta-Hellberg
Jefferson TX County Clerk
1149 Pearl St FL 7TH, Beaumont, TX 77701-3635

Dear Ms Acosta-Hellberg:

This Letter of Authorization ("LOA") will confirm the Jefferson County Clerk's request for the following professional services at the price(s) indicated. This LOA standalone contract is for services between the Jefferson County Clerk (the "Clerk") and Manatron, Inc. ("Harris Recording Solutions - Aumentum Recorder" or "HRS").

PROFESSIONAL SERVICES

Table with 3 columns: Quantity, Description, One-Time Fees. Rows include: 1 Extract Real Estate, Marriage, Commissioners Court, Index, and possibly Uniform Commercial Code records from the Aumentum Recorder database. \$7,840; 1 Project management. \$1,960; Total Professional Services Fees \$9,800.

Professional Services Fees will be invoiced upon contract signing and payable Net 30 following receipt of the invoice. Work related to the services described herein will not begin until 50% of payment is received, with the net due upon project completion.

Approval of this letter of authorization will allow Harris Recording Solutions to perform the services described herein. Upon approval and signing, please return this letter to Harris Recording Solutions via the following method:

- Email a scanned image of the signed LOA to jappollo@harriscomputer.com, cc: akeeton@harriscompuer.com

Table with 2 columns for acceptance: Jefferson County, TX and Harris Recording Solutions. Fields include BY (handwritten signatures), PRINTED NAME, TITLE, and DATE.

ATTEST DATE [handwritten signature] 3/19/24



Expiration Date: February 22, 2024



DELIVERABLE ACCEPTANCE STATEMENT ("DAS")

Purpose:

The purpose of this acceptance form is for the Clerk to sign off on the completion of the professional services detailed in the LOA.

Acceptance Criteria:

- All professional services detailed in the LOA have been performed.

These services were completed on the following date: _____.

The Clerk response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted unless otherwise documented in a formal response to Harris Recording Solutions with detailed rationale for rejecting this DAS. Rejection of a DAS will result in immediate escalation.

Billing and Signatures:

We, the undersigned, agree that this project is complete upon signing this DAS.

Jefferson County, TX	Harris Recording Solutions
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark *dc*
Purchasing Agent

Date: March 19, 2024

Re: Surplus Property Auction

Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, April 6, 2024 at 9:00 a.m.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
 HORN AUCTION
 April 6, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	IDENTIFICATION NO.
SHERIFF - MARINE DIVISION	2016 YAMAHA BOAT MOTOR	6CFU1010425
SHERIFF - MARINE DIVISION	2016 YAMAHA BOAT MOTOR	6CEU1032052
SHERIFF - MARINE DIVISION	2016 YAMAHA BOAT MOTOR	6CEU1032057
SHERIFF - MARINE DIVISION	2016 YAMAHA BOAT MOTOR	6CEU1032061
SHERIFF - MARINE DIVISION	2016 YAMAHA BOAT MOTOR	6CEU1032062
SHERIFF - MARINE DIVISION	2016 YAMAHA BOAT MOTOR	6CFU1010268
SHERIFF - MARINE DIVISION	2016 YAMAHA BOAT MOTOR	6CFU1010269
SHERIFF - MARINE DIVISION	2016 YAMAHA BOAT MOTOR	6CFU1010272
SHERIFF - MARINE DIVISION	2018 YAMAHA BOAT MOTOR	6CEU1057617
SHERIFF - MARINE DIVISION	2018 YAMAHA BOAT MOTOR	6CFU1014331
SHERIFF - MARINE DIVISION	2018 YAMAHA BOAT MOTOR	6CFU1014332
SHERIFF - MARINE DIVISION	2018 YAMAHA BOAT MOTOR	6CEU1057740
SHERIFF - MARINE DIVISION	2018 YAMAHA BOAT MOTOR	6CFU1014345
SHERIFF - MARINE DIVISION	2018 YAMAHA BOAT MOTOR	6CEN1060445
SHERIFF - MARINE DIVISION	2018 YAMAHA BOAT MOTOR	6CEN1060446
SHERIFF - MARINE DIVISION	2018 YAMAHA BOAT MOTOR	6CEU1057900
contact person: Danny Walker		
SHERIFF-MARINE (HANGER)	1000 GAL. ELEVATED FUEL TANK	
contact person: Danny Walker		

ATTEST 
 DATE 3/19/2024



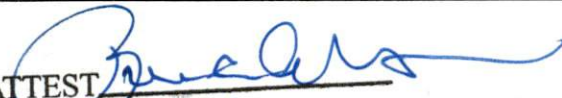
Approved by Commissioners Court: 

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
 HORN AUCTION
 April 6, 2024



DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
252nd DISTRICT COURT	BLUE FABRIC CHAIR		13058
252nd DISTRICT COURT	BLUE FABRIC CHAIR		13059
252nd DISTRICT COURT	BLUE FABRIC CHAIR		13061
252nd DISTRICT COURT	BLUE FABRIC CHAIR		13062
252nd DISTRICT COURT	BLUE FABRIC CHAIR		13064
252nd DISTRICT COURT	BLUE FABRIC CHAIR		13065
252nd DISTRICT COURT	BLUE FABRIC CHAIR		13068
252nd DISTRICT COURT	BLUE FABRIC CHAIR		13069
252nd DISTRICT COURT	(4) BLUE FABRIC CHAIR		
contact person: Sylvia Moore			
317th DISTRICT COURT	CHALKBOARD		13391
317th DISTRICT COURT	EASEL		13391
317th DISTRICT COURT	TV CABINET		
317th DISTRICT COURT	PANASONIC TELEVISION		
contact person: Sylvia Moore			
ROAD & BRIDGE PCT. 2	BOMAG ASPHALT RECYCLER	86228	11222
ROAD & BRIDGE PCT. 2	2001 F-250 PICKUP TRUCK	1FTNX20FX1EB53782	25833
ROAD & BRIDGE PCT. 2	1997 F-350 CREW CAB PICKUP TRUCK	1FTJW35F1VEB02483	22128
ROAD & BRIDGE PCT. 2	1991 CHEVY CAB/CHASSIS	1GBL7H1P8MJ107644	16364
ROAD & BRIDGE PCT. 2	2000 GMC DUMP TRUCK	1GDM7H1C3Y510607	24916
contact person: Mike Trahan			
TAX OFFICE - BEAUMONT	LIGITECH USB CAMERA		
TAX OFFICE - BEAUMONT	DUPLO V-350 FORM BURSTER		
contact person: Cheryl Ellis			

ATTEST 
 DATE 3/19/24

Approved by Commissioners' Court: 



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent *dc*

Date: March 19, 2024

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

March 19, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
ROAD & BRIDGE PCT. #1 <i>contact person: Lori Fountain</i>	WOODEN OFFICE CHAIR W/PADDING		1475
TAX OFFICE - PORT ARTHUR <i>contact person: Elisha Montiel</i>	PITNEY BOWES MAIL MACHINE	2413499	33399
TAX OFFICE - BEAUMONT <i>contact person: Cheryl Ellis</i>	PITNEY BOWES MAIL MACHINE	0007770	34734
PURCHASING <i>contact person: Sylvia Moore</i>	BROTHER EM330 TYPEWRITER		29548



ATTEST *[Signature]*
DATE 3/19/24

Approved by Commissioners' Court: *[Signature]*



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Dee Richard Real Estate</u>	<u>236504</u>	<u>deloresrichard21@yahoo.com</u>	<u>(406)839-4580</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Delores "Dee" Chevis</u>	<u>236504</u>	<u>deloresrichard21@yahoo.com</u>	<u>(409)331-4445</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Delores "Dee" Chevis</u>	<u>236504</u>	<u>deloresrichard21@yahoo.com</u>	<u>(409)331-4544</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Charles Austin Chevis</u>	<u>565626</u>	<u>charlichev@yahoo.com</u>	<u>(409)828-0551</u>
Sales Agent/Associate's Name	License No.	Email	Phone

CR SR
Buyer/Tenant/Seller/Landlord Initials

3/5/24
Date

Regulated by the Texas Real Estate Commission
TXR-2501

Information available at www.trec.texas.gov

Dee Richard Real Estate, 2630 Laurel Avenue Beaumont TX 77702
Delores Richard

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (409)839-4580 Fax: (409)839-4395
www.lwolf.com

IABS 1-0 Date
Jefferson County



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

11-07-2022



- 1. PARTIES: The parties to this contract are Charles Killingsworth, Sabrina Killingsworth (Seller) and Jefferson County (Buyer).
2. PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property).
A. LAND: Lot TR 12 2 1 Block Orange Farms (.32 acre)
B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property...
C. ACCESSORIES: The following described related accessories...
D. EXCLUSIONS: The following improvements and accessories will be retained by Seller...
E. RESERVATIONS: Any reservation for oil, gas, or other minerals...
3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing \$ 131,925.00
B. Sum of all financing described in the attached...
C. Sales Price (Sum of A and B) \$ 131,925.00
4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property.
A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases...
B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases...
C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease...
(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases...

TXR-1601

Initialed for identification by Buyer and Seller [initials]

TREC NO. 20-17

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Jana Henry; Stewart Title (Escrow Agent) at 3195 Dowlen Rd, Beaumont, Tx 77706 (address): \$ _____ as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within NA days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by Stewart (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

(i) will not be amended or deleted from the title policy; or

(ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 25 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: a single family dwelling.

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(Address of Property)

- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): DD6

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**
(Check one box only)
- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.
- D. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
 (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- E. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
- G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ NA. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
8. **BROKERS AND SALES AGENTS:**
- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: NA
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. **CLOSING:**
- A. The closing of the sale will be on or before May 31, 2024, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. **SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) 1.) Seller acknowledges that this transaction is part of the Jefferson County Voluntary Buyout Program. Seller acknowledges that the buyer is Jefferson County.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ NA to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money

- will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: Jefferson County

To Seller at: 1801 Austiana Court

Beaumont, Tx 77701

Navasota, Tx 77868-3300

Phone: _____

Phone: (979)218-5329

E-mail/Fax: _____

E-mail/Fax: sjkworth@aol.com

E-mail/Fax: _____

E-mail/Fax: terry.killingsworth@outlook.com

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input checked="" type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum Regarding Residential Leases |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum Regarding Fixture Leases |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment |
| <input type="checkbox"/> Addendum for Coastal Area Property | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing | |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | |
| <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum | |

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____


Contract Concerning 11514 Cuniff Road, Beaumont, Texas 77705 Page 9 of 11 11-07-2022
(Address of Property)

EXECUTED the _____ day of _____, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Jefferson County


Seller Charles Killingsworth

Buyer


Seller Sabrina Killingsworth



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-17. This form replaces TREC NO. 20-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

<u>Dee Richard Real Estate</u>	<u>236504</u>	<u>Listing Broker Firm</u>	<u>License No.</u>
Other Broker Firm	License No.		
represents <input checked="" type="checkbox"/> Buyer only as Buyer's agent		represents <input type="checkbox"/> Seller and Buyer as an intermediary	
<input type="checkbox"/> Seller as Listing Broker's subagent		<input type="checkbox"/> Seller only as Seller's agent	

<u>Delores "Dee" Chevis</u>	<u>License No.</u>	<u>Listing Associate's Name</u>	<u>License No.</u>
Associate's Name	License No.		

<u>Team Name</u>	<u>Team Name</u>
------------------	------------------

<u>deloresrichard21@yahoo.com</u>	<u>(409)331-4544</u>	<u>Listing Associate's Email Address</u>	<u>Phone</u>
Associate's Email Address	Phone		

<u>Licensed Supervisor of Associate</u>	<u>License No.</u>	<u>Licensed Supervisor of Listing Associate</u>	<u>License No.</u>
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<u>2630 Laurel</u>	<u>(409)839-4580</u>	<u>Listing Broker's Office Address</u>	<u>Phone</u>
Other Broker's Address	Phone		

<u>Beaumont,</u>	<u>Tex</u>	<u>77702</u>	<u>City</u>
City	State	Zip	

<u>Selling Associate's Name</u>	<u>License No.</u>
---------------------------------	--------------------

<u>Team Name</u>

<u>Selling Associate's Email Address</u>	<u>Phone</u>
--	--------------

<u>Licensed Supervisor of Selling Associate</u>	<u>License No.</u>
---	--------------------

<u>Selling Associate's Office Address</u>

<u>City</u>	<u>State</u>	<u>Zip</u>
-------------	--------------	------------

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (6%- payable by Buyer _____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
 is acknowledged.

Escrow Agent Jana Henry _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
 is acknowledged.

Escrow Agent _____	Received by _____	Email Address _____	Date/Time _____
Address _____		Phone _____	
City _____	State _____	Zip _____	Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent <u>Jana Henry</u> Stewart Title	Received by _____	Email Address <u>jana.henry@stewarttitle.com</u>	Date _____
Address <u>3095 Dowlen Rd</u>		Phone <u>(409)866-8880</u>	
City <u>Beaumont</u>	State <u>Tx77706</u>	Zip _____	Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
 is acknowledged.

Escrow Agent _____	Received by _____	Email Address _____	Date/Time _____
Address _____		Phone _____	
City _____	State _____	Zip _____	Fax _____

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Dee Richard Real Estate 236504
 Other Broker Firm License No. Listing Broker Firm License No.

represents Buyer only as Buyer's agent represents Seller and Buyer as an intermediary
 Seller as Listing Broker's subagent Seller only as Seller's agent

Delores "Dee" Chevis
 Associate's Name License No. Listing Associate's Name License No.

Team Name Team Name

deloresrichard21@yahoo.com (409)331-4544
 Associate's Email Address Phone Listing Associate's Email Address Phone

Licensed Supervisor of Associate License No. Licensed Supervisor of Listing Associate License No.

2630 Laurel (409)839-4580
 Other Broker's Address Phone Listing Broker's Office Address Phone

Beaumont, Tex 77702
 City State Zip City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
 ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
 AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 11514 Cuniff Road Beaumont
 (Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
 - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
 - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
 - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____
 - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

1. Buyer has received copies of all information listed above.
2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer	Date		<u>3/5/24</u>
Jefferson County		Seller	Date
		Charles Killingsworth	
Buyer	Date		<u>3-5-24</u>
		Seller	Date
		Sabrina Killingsworth	
Other Broker	Date		<u>3-5-24</u>
Delores Richard		Listing Broker	Date

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TXR 1906) 10-10-11

TREC No. OP-L

NOTICE TO PURCHASERS

THE STATE OF TEXAS
COUNTY OF JEFFERSON

The real property described below, which you are about to purchase, is located in Jefferson County Drainage District No. 6. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$.200039 cents on each \$100.00 of assessed valuation.

The total amount of bonds which has been approved by the voters and which have been or may at this date, be issued is None; and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or part from property taxes is \$0.00.

THE DISTRICT DOES NOT IMPOSE A STANDBY FEE.

The purpose of this District is to provide drainage or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District.

The legal description of the property which you are acquiring is as follows:

3/5/24
Date

[Signature]
Signature of Seller

3-5-24
Date

[Signature]
Signature of Seller

THE PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGES BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTH OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. THE PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser(s) hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date

Signature of Purchaser

Date

Signature of Purchaser

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



Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

JEFF R. BRANICK
County Judge

Homeowner Offer Letter

February 20, 2024

Charles and Sabrina Killingsworth
11514 Cuniff Road
Beaumont, Texas 77705

Re: Offer to Purchase
11514 Cuniff Road, Beaumont, Texas 77705

Dear Mr. and Mrs. Killingsworth,

This letter and package pertain to your property, 11514 Cuniff Road, Beaumont, Texas 77705 and your current status in the Jefferson County Disaster Recovery Voluntary Acquisition/Buyout Program. It is the County's understanding that you wish for your property to be purchased under this program voluntarily.

The County is likewise interested in acquiring your property using funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Disaster Recovery Program 2017. Please be advised that, although Jefferson County possesses eminent domain authority to acquire property, if you are no longer interested in selling your property or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of any proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

This letter, and the attached documents represent the offer to you by the County in order to purchase your property.

Purchase Price	
The Pre-Storm Fair Market Value of your property is:	\$131,925.00
As determined by:	Appraisal
Applicable Duplication of Benefits:	0
Total Offer Amount:	\$131,925.00
Moving Stipend	0
Total Assistance and/or Incentive Amount (up to):	0

The Jefferson County is offering a replacement housing assistance and/or incentives for the Disaster Recovery-Voluntary Buyout Program. It has been determined that, in addition to the Purchase Price of **\$131,925.00**, you qualify for housing assistance and/or incentive/s for a total up to **\$0** as of **2/20/2024**. In addition, for voluntary owner-occupied buyouts, moving expenses will be covered as a stipend of **\$0**. Please refer to the Program Award Determination Worksheet enclosed for further information.

Program Award Determination Worksheet

Damaged Property Address: 11514 Cuniff Road, Beaumont, TX 77705

New Homeowner Address: To Be Determined

In order to qualify for the replacement housing assistance and/or incentives and in an effort to prevent fraud, waste and abuse of the program award, to be eligible for the replacement housing assistance and/or incentives, owner participants must meet the following criteria set forth in Table 1.

Table 1 Jefferson County Disaster Recovery-Voluntary Buyout Program Assistance and/or Incentives		
	Buyout Benefits	Eligibility
Purchase Price	Pre-storm Fair Market Value.	\$131,925.00
Moving Stipend	Buyout moving expense will be covered as a stipend of \$5,000.	\$0
Replacement Housing Assistance	The replacement housing assistance is necessary due to the increased housing cost.	\$ -0- (up to for an existing home)
Incentives		
Locality Incentive	Jefferson County will offer all owner-occupied homeowners that choose to move outside a floodplain and remain inside Jefferson County a locality incentive payment.	\$ 0 If applicable
Down Payment Incentive	Provided as gap financing to cover up to 100 percent of down payment and closing costs for a replacement home. Eligible homebuyers can qualify for a forgivable loan of up to \$35,000 to either purchase an existing property or contract to build a new home on a vacant parcel.	\$ -0- (up to)
Rehabilitation Incentive	Provided as an incentive to households to rehabilitate their replacement home to meet decent, safe, and sanitary standards. The rehabilitation incentives will follow the rehabilitation caps set by the Rehabilitation and Reconstruction Program Guidelines.	\$ -0- If applicable
Total Housing Assistance and/or Incentive/s amount as of 02/20/24 Closing costs will be calculated & awarded on final award as determined at closing (if applicable)		\$131,925.00

Included within this package are several documents that require homeowner signature, that indicate homeowner's acceptance of the County's offer. Please sign *all* documents requested in this package.

Once these required documents are received, Jefferson County Real Property Division will work with Stewart Title Company, 3050 N. Dowlen Road, Suite G, Beaumont, TX 77706 to schedule a closing date and notify you once the date has been scheduled.

If at any time after you review these documents, prior to closing you have any questions, please feel free to contact Delores Chevis.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Branick", written over a horizontal line.

Jeff Branick
County Judge

Jefferson County Community Development
Block Grant Disaster Recovery-Voluntary
Buyout Program

Determination of Assistance and Incentive(s) Payments

Jefferson County Community Services Department has reviewed the status of the ownership and has determined that the homeowner/s, is/are eligible for a total up to \$0 in the Disaster Recovery-Voluntary Buyout Program in Housing Assistance and/or Incentives of this document.


If the homeowner purchases another property in Jefferson County after the damaged property transaction has been completed, and within 120 days of the closing date, the homeowner/s will be responsible for contacting the County and providing the required documentation to the County before receiving the purchase incentive.

By my signature, I acknowledge that I have read, understand, and accept Jefferson County's offer as indicated in this packet.

Homeowner:


Charles Killingsworth

3/5/24
Date


Sabrina Killingsworth

3/5/24
Date

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



Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

JEFF R. BRANICK
County Judge

Date: March 4, 2024

Re:CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Charles and Sabrina Killingsworth:

As a property owner at 11514 Cuniff Road, Beaumont, Texas 77705 you are eligible to participate in the Jefferson County Buyout /Acquisition Program.

It is necessary that you understand this is a completely voluntary program. You are not required to participate in the proposed buyout. However, should you desire to participate, it is required that the purchase value of your property be agreed upon. The appraisal performed on your property establishes the Pre-Storm value of the improvements/structure at a total fair market value of \$131,925.00.

Attached to this letter is the Just Compensation Determination Statement with more information on the basis for determination of the offer amount.

Because you received financial assistance from other sources, a Duplication of Benefits (DOB) in the amount of \$0 has been identified. The value of the Structure (a) \$131,925.00, minus the DOB (b) \$0, plus the value of the Land (c) \$0 equals (d) \$131,925.00. (This paragraph may not apply)

Therefore, the final mitigation offer for your property is (d) \$ 131,925.00

(Note: The DOB is only adjusted against the appraised value of the structure. Therefore, when the DOB exceeds the appraised value for the structure, the final mitigation offer equals the appraised value for the land. e.g., The value of the Structure \$40,000 (a), minus the DOB \$60,000 (b), plus the value of the land \$15,000 (c) equals \$15,000 (d).

If you agree with this valuation and are interested in participating in the voluntary buy-out program, please sign and date this letter on the line indicated below. It is imperative that you return this letter to Delores Chevis at deloresrichard21@yahoo.com within two (2) weeks from the above date.

Please understand the value indicated is your gross amount due. All costs related to your closing will be deducted from your gross amount due, and at settlement, you will receive a net check. Your costs may include, but shall not be limited to, outstanding mortgages, pro-rated real estate & school taxes, any judgments, pro-rated utility costs, etc.

A closing statement will be provided to you at settlement itemizing each of your costs and expenses. 42

Sincerely,

Subrecipient's Agent: Delores Chevis

Title: Realtor

I/We have read the foregoing and affirm that we voluntarily accept the appraised value as fair market value for my/our home.

CHARLES T. KILLINGSWORTH
(Homeowner 1 Name)

Date 3/5/24

[Signature]
(Homeowner 1 Signature)

Sabrina Killingsworth
(Homeowner 2 Name)

Date 3-5-24

[Signature]
(Homeowner 2 Signature)

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

Just Compensation Determination Statement

Subrecipient: Jefferson County

Contract No. 20-066-036-C242

Jefferson County proposes to purchase a portion of your property at 11514 Cuniff Road, Beaumont, Texas 77705.

See exhibit A for the lot description.
11514 Cuniff Road, Beaumont, Texas 77705

The Following buildings, structures, and other improvements are included as part of the offer of just compensation: N/A

As follows: CBRE Valuation & Advisory Services has established just compensation for this property as

\$ 131,925.00. Jefferson County hereby offers the just compensation amount of

\$ 131,925.00 for the purchase of your property. The amount offered is the full amount that Jefferson County believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

Just Compensation: \$ 131,925.00 (an amount representing just compensation for the real property to be acquired or the amount considered to be the market value of the portion to be acquired as part of the whole property plus, if applicable, an amount representing damages and benefits to the remaining portion of the property.)

Basis for Determination:

Pre-Storm

(Insert methodology and formula used in calculating value.)

Jeff Bravick
Name of elected official

[Signature]
Signature

3.4.2024
Date

Lot Description and Metes and Bounds

Date: 3/4/2024

Re: CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Charles and Sabrina Killingsworth (Property Owner as listed on deed):

In addition to the offer presented to you for the valuation of your home, you are eligible for additional housing incentive awards that may be presented to you in addition to your offer.

The additional incentives that you are eligible for are the following:

A. Relocation Assistance:

You are eligible for reimbursement of relocation costs of up to \$0 for a lot or newly constructed home, and \$0 reimbursable in temporary housing and temporary relocation costs (with GLO approval). The amount of assistance will depend on the reasonable and justified need of the applicant for relocation costs.

Eligible Relocation costs include:

1. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified;
2. Packing, crating, unpacking, and uncrating of the personal property;
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property;
4. Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary;
5. Insurance for the replacement value of the property in connection with the move and necessary storage;
6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available;
7. Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Agency determines to be reasonable and necessary;
8. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges;
9. The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary; and
10. The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.

You will be required to furnish quotes, receipts, or contracts to calculate your final award for relocation incentives.

B. Down Payment Assistance:

You are eligible to receive up to 100% of the required minimum down payment, at an amount not to exceed \$0. The amount of assistance will depend on the reasonable and justified need of the applicant and the price of the replacement home.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. Purchased homes must be considered decent, safe, and sanitary, and will be required to pass the HQS inspection. Any costs associated with bringing your new residence up to the required standards is the responsibility of the homeowner.
3. The funding must be used within 60 days of acquisition closing.
4. Household income must be at or below 120% Area Median Income.

C. Buyout Incentives

You are eligible for up to \$0 in additional assistance as a buyout incentive. The purpose of the Incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. The funding must be used within 60 days of acquisition closing.
3. The applicant must provide documentation demonstrating the need for additional buyout incentive.

This is a voluntary program. You are not required to elect to accept incentives in order to accept your buyout offer. If you would like to participate in the incentive awards, please select the incentives that you would like to apply for (Initial as many as apply.)

 N/A Relocation Assistance

 N/A Down Payment Assistance

 N/A Buyout Incentives

CTR
SK I do not wish to participate in the incentive program

I/We have read the foregoing and affirm that we elect to participate in the incentive program for the incentives initialed above. I/We understand the aforementioned requirements for the incentives and will work with Jefferson County to furnish the required documentation.

[Signature]
(Homeowner 1 Name)

Date 3/5/24

S Killingsworth
(Homeowner 1 Signature)

(Homeowner 2 Name)

Date _____

Homeowner 2 Signature)

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Jefferson County
 American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

City of China, Texas

Project Name / Description

Wastewater Treatment Plant Improvements/Expansion

Primary Project Contact/Requester & Title

Dawn Matte, City Secretary

Mailing Address

City of China, Texas
 245 Broadway
 China, TX 77613

Request Breakdown

Year:	<input type="text" value="2024"/>	Advance Drawdown Request Amount:	<input type="text" value="\$ 56,000.00"/>
Quarter:	<input type="text" value="1st Quarter"/>	Validated Total:	<input type="text" value="\$ 0.00"/>
Total Award:	<input type="text" value="\$ 5,000,000.00"/>	Validated Balance this request:	<input type="text" value="\$ 56,000.00"/> PM JT

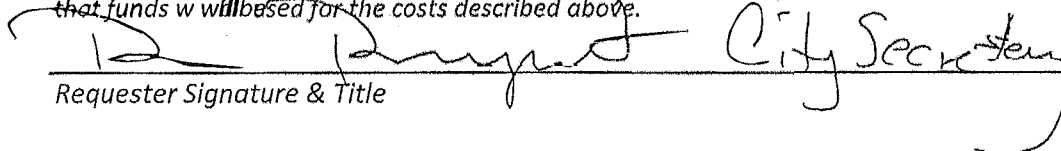
Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 Engineering Design	<input type="text" value="\$ 60,000.00"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>
6	<input type="text"/>	<input type="text"/>
7	<input type="text"/>	<input type="text"/>
8	<input type="text"/>	<input type="text"/>

Previous Request Balance:	<input type="text" value="(\$ 4,000.00)"/>	Validated Total
<i>Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses</i>		<input type="text" value="\$ 0.00"/>
Total Request Amount:	<input type="text" value="\$ 56,000.00"/>	<input type="text" value="\$ 0.00"/>

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.


 Requester Signature & Title

3-3-2024
 Date

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

City of Nome, Texas

Project Name / Description

P1 - Lift Station and Force Main Improvements

Primary Project Contact/Requester & Title

Kerry Abney, Mayor

Mailing Address

City of Nome, Texas
 Drawer D
 Nome, Texas 77629

Request Breakdown

Year:	2024	Advance Drawdown Request Amount:	\$ 60,200.00
Quarter:	1st Quarter	Validated Total:	\$ 0.00
Total Award:	\$ 1,300,000.00	Validated Balance this request:	\$ 60,200.00

PM JT

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 Lift Station Site and Force Main Route Easements	\$ 15,000.00	
2 Engineering Design Services	\$ 50,000.00	
3		
4		
5		
6		
7		
8		

Previous Request Balance:	(\$ 4,800.00)	Validated Total
Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses		
Total Request Amount:	\$ 60,200.00	\$ 0.00

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

[Signature], President (City's Engineer)
 Requester Signature & Title

3/11/2024
 Date



**Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

Entity Name: JEFFERSON COUNTY	Date: 03/19/2024
Agency/Department Name: JEFFERSON COUNTY SHERIFF'S OFFICE	
Name of Chief Executive Officer: JUDGE JEFF BRANICK	
Name of Head of Law Enforcement Agency: SHERIFF ZENA STEPHENS	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of JEFFERSON COUNTY (“Grantee”) and as head of JEFFERSON COUNTY SHERIFF OFFICE (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2025 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

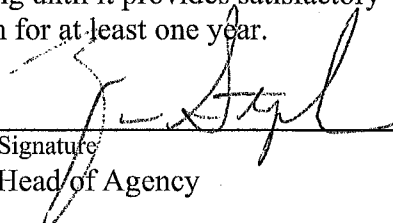
We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2025 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee



Signature
Head of Agency

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	43.50	515678	43.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	814.44	515519	
BEAUMONT TRACTOR COMPANY	318.23	515526	
ENTERGY	561.91	515550	
M&D SUPPLY	384.68	515558	
ACE IMAGEWEAR	52.79	515572	
S.E. TEXAS BUILDING SERVICE	433.33	515575	
SOUTHERN TIRE MART, LLC	798.32	515589	
HLAVINKA EQUIPMENT COMPANY	295.55	515640	
MARTIN MARIETTA MATERIALS	14,907.73	515675	
REPUBLIC SERVICES	73.61	515677	
ODP BUSINESS SOLUTIONS, LLC	56.25	515717	18,696.84**
ROAD & BRIDGE PCT.#2			
ENTERGY	644.87	515550	
MOTION INDUSTRIES, INC.	44.80	515562	
ACE IMAGEWEAR	19.92	515572	
S.E. TEXAS BUILDING SERVICE	520.00	515575	
AT&T	145.29	515582	
SUN COAST RESOURCES, LLC.	887.70	515584	
BUMPER TO BUMPER	85.40	515634	
REPUBLIC SERVICES	83.13	515677	
GULF COAST	1,788.75	515702	
QUALITY INSULATION LLC	14,765.00	515737	18,984.86**
ROAD & BRIDGE PCT. # 3			
CERTIFIED LABORATORIES	954.45	515528	
CITY OF PORT ARTHUR - WATER DEPT.	63.31	515530	
GULF COAST AUTOMOTIVE, INC.	62.07	515549	
CENTERPOINT ENERGY RESOURCES CORP	51.78	515635	
TX TAG	4.92	515676	
REPUBLIC SERVICES	73.61	515677	
WALLER COUNTY ASPHALT	7,482.63	515680	
ODP BUSINESS SOLUTIONS, LLC	60.89	515717	
MUNRO'S UNIFORM SERVICES, LLC	23.95	515719	8,777.61**
ROAD & BRIDGE PCT.#4			
AUDILET TRACTOR SALES	92.00	515524	
COASTAL WELDING SUPPLY INC	124.72	515534	
ENTERGY	21.94	515550	
PORT ARTHUR NEWS, INC.	87.00	515566	
SOUTHEAST TEXAS WATER	70.45	515579	
AT&T	110.86	515582	
UNITED STATES POSTAL SERVICE	11.94	515624	
MARTIN MARIETTA MATERIALS	13,060.47	515675	
REPUBLIC SERVICES	226.45	515677	
PHOENIX INDUSTRIAL WATER WORKS	4,122.25	515718	
MUNRO'S UNIFORM SERVICES, LLC	74.84	515719	18,002.92**
ENGINEERING FUND			
VERIZON WIRELESS	125.66	515618	
VERIZON WIRELESS	123.44	515619	
ALLTERRA CENTRAL, INC.	185.90	515696	435.00**
PARKS & RECREATION			
ENTERGY	1,094.17	515550	
LOWE'S HOME CENTERS, INC.	251.10	515629	
SPRINT WASTE SERVICES LP	789.19	515668	2,134.46**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	388.25	515624	
REPUBLIC SERVICES	36.80	515677	
ENGINEERING INNOVATION	72.33	515682	
ODP BUSINESS SOLUTIONS, LLC	927.49	515717	1,424.87*
COUNTY HUMAN RESOURCES			
TEXAS COUNTY & DISTRICT RETIREMENT	280.00	515586	
UNITED STATES POSTAL SERVICE	1.28	515624	281.28*
AUDITOR'S OFFICE			
DELL MARKETING L.P.	5,776.36	515538	
UNITED STATES POSTAL SERVICE	5.39	515624	
AMAZON CAPITAL SERVICES	227.77	515725	6,009.52*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	331.57	515624	
ODP BUSINESS SOLUTIONS, LLC	595.93	515717	927.50*
COUNTY JUDGE			
ORGAIN BELL & TUCKER LLP	500.00	515565	
SOUTHEAST TEXAS WATER	73.95	515577	
UNITED STATES POSTAL SERVICE	19.44	515624	
KIMBERLY PHELAN, P.C.	500.00	515636	
JAMES M BLACK	300.00	515691	1,393.39*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.52	515624	1.52*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	226.68	515624	226.68*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	116.75	515683	116.75*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,125.24	515541	
UNITED STATES POSTAL SERVICE	10.04	515624	1,135.28*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	515518	
COUNTY JUDGES & COMM. ASSN. OF TX	3,744.00	515537	
CASH ADVANCE ACCOUNT	50.00	515555	
INTERFACE EAP, INC	1,306.80	515588	
WALMART CAPITAL ONE	66.56	515709	5,192.36*
DATA PROCESSING			
FED EX	24.10	515546	
CDW COMPUTER CENTERS, INC.	270.22	515591	
MICHAEL BAIN	371.85	515639	
STEEPMEADOW SOLUTIONS, LLC	6,373.72	515711	
FACILITY GATEWAY CORPORATION	1,971.00	515726	9,010.89*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	286.79	515624	286.79*
ELECTIONS DEPARTMENT			
URBAN RECORDERS ALLIANCE	150.00	515661	150.00*
DISTRICT ATTORNEY			
THE EXAMINER	75.00	515542	

NAME	AMOUNT	CHECK NO.	TOTAL
		52	
FED EX	74.80	515544	
JAMES ARCENEUX	21.00	515621	
UNITED STATES POSTAL SERVICE	148.56	515624	
THOMSON REUTERS-WEST	514.77	515665	
WALMART CAPITAL ONE	170.00	515709	
CAMEO TRAVEL SERVICE	6,101.51	515720	7,105.64*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	297.66	515624	297.66*
CRIMINAL DISTRICT COURT			
DAVID GROVE	4,375.00	515520	
THOMAS J. BURBANK PC	3,063.75	515527	
DONALD W. DUESLER & ASSOC.	8,750.00	515539	
MARSHA NORMAND	8,750.00	515564	
NATHAN REYNOLDS, JR.	800.00	515569	
KEVIN S. LAINE	4,375.00	515590	
JOHN D WEST	8,750.00	515596	
JOEL WEBB VAZQUEZ	600.00	515633	
LAURIE PEROZZO	1,700.00	515649	
RYAN GERTZ	5,768.75	515650	
JASON ROBERT NICKS	4,375.00	515651	
JAMES R. MAKIN, P.C.	3,075.00	515656	
MATUSKA LAW FIRM	1,800.00	515669	
THE SAMUEL FIRM, PLLC	900.00	515699	57,082.50*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.28	515624	1.28*
252ND DISTRICT COURT			
CHEROKEE COUNTY CLERK	540.00	515536	
WENDELL RADFORD	3,175.00	515568	
KEVIN S. LAINE	4,375.00	515590	
CHARLES ROJAS	8,750.00	515593	
UNITED STATES POSTAL SERVICE	52.38	515624	
SUMMER TANNER	3,586.00	515638	
LAURIE PEROZZO	3,500.00	515649	
JASON ROBERT NICKS	4,375.00	515651	
BRITTANIE HOLMES	8,750.00	515662	
WILLIAM MARCUS WILKERSON	466.82	515663	
MARVIN LEWIS JR	8,750.00	515693	
MARK HOCHGLAUBE	14,000.00	515729	60,320.20*
279TH DISTRICT COURT			
ANITA F. PROVO	687.50	515567	
WENDELL RADFORD	325.00	515568	
NATHAN REYNOLDS, JR.	385.00	515569	
GERMER PLLC	396.00	515592	
GLEN M. CROCKER	885.00	515627	
JOEL WEBB VAZQUEZ	325.00	515633	
TONYA CONNELL TOUPS	220.00	515641	
REAUD MORGAN & QUINN LLP	110.00	515646	
BRITTANIE HOLMES	110.00	515662	
WILLIAM FORD DISHMAN	220.00	515667	
MATUSKA LAW FIRM	325.00	515669	
LINDSEY SCOTT	220.00	515674	
JENNIFER DELAGE	220.00	515681	
JULLIANA REYES	110.00	515689	
THE PARDUE LAW FIRM, PLLC	2,497.00	515704	
ALICIA K HALL PLLC	528.00	515705	
SHELANDER LAW OFFICE	880.00	515707	8,443.50*
317TH DISTRICT COURT			
WENDELL RADFORD	325.00	515568	
SOUTHEAST TEXAS WATER	37.45	515576	
CHARLES ROJAS	325.00	515593	
GLEN M. CROCKER	440.00	515627	

NAME	AMOUNT	CHECK NO.	TOTAL
JOEL WEBB VAZQUEZ	110.00	515633	
KIMBERLY PHELAN, P.C.	435.00	515636	
RONALD PLESSALA	325.00	515645	
ALLEN PARKER	550.00	515652	
BRITTANIE HOLMES	330.00	515662	
WILLIAM FORD DISHMAN	550.00	515667	
JENNIFER DELAGE	165.00	515681	
JULLIANA REYES	1,155.00	515689	
THE PARDUE LAW FIRM, PLLC	363.00	515704	
SHELANDER LAW OFFICE	330.00	515707	
			5,440.45*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	44.71	515624	
			44.71*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	71.31	515624	
			71.31*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	133.38	515665	
			133.38*
JUSTICE COURT-PCT 4			
AT&T	110.86	515582	
			110.86*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	66.72	515624	
			66.72*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.20	515624	
SIERRA SPRING WATER CO. - BT	54.97	515625	
KAYCEE LYNN JONES	346.79	515738	
			404.96*
COUNTY COURT AT LAW NO. 2			
A. MARK FAGGARD	250.00	515543	
NATHAN REYNOLDS, JR.	250.00	515569	
UNITED STATES POSTAL SERVICE	19.61	515624	
LANGSTON ADAMS	400.00	515630	
BENJAMIN ALAN JEFFERIES	250.00	515733	
			1,169.61*
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	300.00	515543	
JEFFERSON CTY. BAR ASSOCIATION	150.00	515553	
UNITED STATES POSTAL SERVICE	2.56	515624	
JOEL WEBB VAZQUEZ	400.00	515633	
LINDSEY SCOTT	250.00	515674	
JENNIFER DELAGE	300.00	515681	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	515706	
			1,652.56*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.28	515624	
			1.28*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	53.50	515581	
UNITED STATES POSTAL SERVICE	4.48	515624	
			57.98*
SHERIFF'S DEPARTMENT			
FED EX	21.13	515547	
ENTERGY	649.19	515550	
MOORMAN & ASSOCIATES, INC.	1,265.00	515561	
AT&T	243.69	515582	
UNITED STATES POSTAL SERVICE	2,507.68	515624	
CELLEBRITE INC	6,900.00	515654	
RITA HURT	1,375.00	515660	

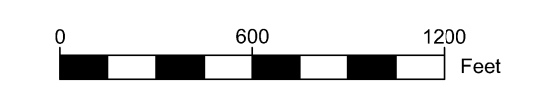
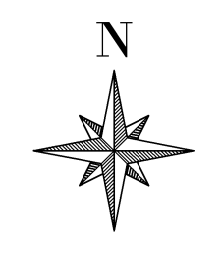
NAME	AMOUNT	CHECK NO.	TOTAL
TX TAG	24.72	515676	
REPUBLIC SERVICES	73.61	515677	
COTTON CARGO	92.00	515700	
BEAUMONT OCCUPATIONAL SERVICES	151.80	515730	
THE MONOGRAM SHOP	65.00	515732	
			13,368.82*
CRIME LABORATORY			
FED EX	26.24	515548	
HENRY SCHEIN, INC.	129.40	515571	
SOUTHEAST TEXAS WATER	324.80	515578	
ODP BUSINESS SOLUTIONS, LLC	73.01	515717	
BAK GLOBAL LLC	100.00	515727	
			653.45*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	1,061.24	515516	
BOB BARKER CO., INC.	1,780.55	515525	
CITY OF BEAUMONT - WATER DEPT.	16.00	515529	
ECOLAB	658.52	515540	
JACK BROOKS REGIONAL AIRPORT	6,230.65	515554	
KIRKSEY'S SPRINT PRINTING	124.75	515557	
M&D SUPPLY	52.75	515558	
SHERIFF'S ASSOCIATION OF TEXAS	50.00	515573	
SHERWIN-WILLIAMS	212.50	515574	
AT&T	39.72	515582	
SOUTHEAST TEXAS STARTER	18.00	515642	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	2,499.65	515647	
ATTABOY TERMITE & PEST CONTROL	1,570.00	515648	
GALLS LLC	1,487.29	515673	
REPUBLIC SERVICES	5,927.52	515677	
FERGUSON ENTERPRISES INC	20,536.37	515684	
MOORE-ALL TEX SUPPLY	195.02	515687	
LASALLE CORRECTIONS VI LLC	61,996.00	515692	
US CORRECTIONS LLC	2,477.50	515695	
TRINITY SERVICES GROUP INC	46,403.08	515701	
WORKQUEST	477.67	515708	
WALMART CAPITAL ONE	353.28	515709	
ODP BUSINESS SOLUTIONS, LLC	992.14	515717	
MUNRO'S UNIFORM SERVICES, LLC	360.00	515719	
AMAZON CAPITAL SERVICES	1,752.22	515725	
SCOTT EQUIPMENT LLC	783.58	515734	
			158,056.00*
JUVENILE PROBATION DEPT.			
FED EX	44.50	515545	
CASH ADVANCE ACCOUNT	1,214.13	515555	
UNITED STATES POSTAL SERVICE	13.59	515624	
ODP BUSINESS SOLUTIONS, LLC	497.59	515717	
CASTILE COLBERT III	137.35	515735	
			1,907.16*
JUVENILE DETENTION HOME			
CASH ADVANCE ACCOUNT	422.70	515555	
MOORE SERVICE CO., INC.	1,073.06	515560	
S.E. TEXAS BUILDING SERVICE	2,250.00	515575	
AT&T	710.20	515583	
BEN E KEITH COMPANY	411.03	515632	
SHERWIN-WILLIAMS COMPANY	877.10	515664	
REPUBLIC SERVICES	519.60	515677	
ODP BUSINESS SOLUTIONS, LLC	81.43	515717	
FLOWERS BAKING COMPANY OF HOUSTON	59.85	515721	
BAK GLOBAL LLC	100.00	515727	
MD KIDS PEDIATRICS	84.00	515736	
			6,588.97*
CONSTABLE PCT 1			
TAC - TEXAS ASSN. OF COUNTIES	70.00	515585	
UNITED STATES POSTAL SERVICE	124.10	515624	
			194.10*
CONSTABLE-PCT 4			
AT&T	55.43	515582	
			55.43*
CONSTABLE-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE CONSTABLE PCT. 7	12.72	515624	12.72*
ODP BUSINESS SOLUTIONS, LLC CONSTABLE PCT. 8	128.85	515717	128.85*
TX TAG ODP BUSINESS SOLUTIONS, LLC	2.56 93.60	515676 515717	91.04*
AGRICULTURE EXTENSION SVC DAVID OATES	218.02	515679	573.32*
WALMART CAPITAL ONE	215.77	515709	
HALLEE M SMITH	108.54	515710	
AMAZON CAPITAL SERVICES	30.99	515725	
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC. MERCY FUNERAL HOME CLAYBAR HAVEN OF REST	3,000.00 3,000.00 3,170.00	515532 515559 515622	9,446.11*
UNITED STATES POSTAL SERVICE	69.28	515624	
ODP BUSINESS SOLUTIONS, LLC	26.83	515717	
BAK GLOBAL LLC	180.00	515727	
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC. CDW COMPUTER CENTERS, INC. ODP BUSINESS SOLUTIONS, LLC LISA WASHINGTON	1,500.00 193.99 541.36 254.60	515533 515591 515717 515724	2,489.95*
ENVIRONMENTAL CONTROL US POSTAL SERVICE	408.00	515628	408.00*
INDIGENT MEDICAL SERVICES LOCAL GOVERNMENT SOLUTIONS LP CARDINAL HEALTH 110 INC	3,773.00 14,352.93	515643 515666	18,125.93*
EMERGENCY MANAGEMENT WALMART CAPITAL ONE	64.68	515709	64.68*
MAINTENANCE-BEAUMONT LOUIS AND COMPANY JOHNSTONE SUPPLY M&D SUPPLY SANITARY SUPPLY, INC. ACE IMAGEWEAR WORTH HYDROCHEM OF THE GULF COAST REFLECTIONS UNITED STATES POSTAL SERVICE A1 FILTER SERVICE COMPANY REPUBLIC SERVICES FERGUSON ENTERPRISES INC REXEL USA INC L&W SUPPLY CORPORATION	747.81 149.37 13.29 505.12 271.62 290.00 49.00 .64 732.70 1,558.80 889.23 133.42 72.70	515517 515521 515558 515570 515572 515587 515594 515624 515658 515677 515684 515686 515688	5,413.70*
MAINTENANCE-PORT ARTHUR JOHNSTONE SUPPLY ENTERGY NOACK LOCKSMITH SANITARY SUPPLY, INC. SOLAR BE'S SMALL ENGINE SERVICES CHARTER COMMUNICATIONS PARKER'S BUILDING SUPPLY	348.12 3,552.99 15.00 528.24 24.03 70.00 113.86 210.63	515521 515550 515563 515570 515626 515698 515714 515723	4,862.87*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	2,298.47	515550	
ACE IMAGEWEAR	40.37	515572	
S.E. TEXAS BUILDING SERVICE	3,249.99	515575	
REPUBLIC SERVICES	83.13	515677	
			5,671.96*
SERVICE CENTER			
AT&T	96.86	515582	
JEFFERSON CTY. TAX OFFICE	7.50	515597	
JEFFERSON CTY. TAX OFFICE	7.50	515598	
JEFFERSON CTY. TAX OFFICE	7.50	515599	
JEFFERSON CTY. TAX OFFICE	7.50	515600	
JEFFERSON CTY. TAX OFFICE	7.50	515601	
JEFFERSON CTY. TAX OFFICE	7.50	515602	
JEFFERSON CTY. TAX OFFICE	7.50	515603	
JEFFERSON CTY. TAX OFFICE	7.50	515604	
JEFFERSON CTY. TAX OFFICE	7.50	515605	
JEFFERSON CTY. TAX OFFICE	7.50	515606	
JEFFERSON CTY. TAX OFFICE	7.50	515607	
JEFFERSON CTY. TAX OFFICE	7.50	515608	
JEFFERSON CTY. TAX OFFICE	7.50	515609	
JEFFERSON CTY. TAX OFFICE	7.50	515610	
JEFFERSON CTY. TAX OFFICE	7.50	515611	
JEFFERSON CTY. TAX OFFICE	7.50	515612	
JEFFERSON CTY. TAX OFFICE	7.50	515613	
JEFFERSON CTY. TAX OFFICE	7.50	515614	
JEFFERSON CTY. TAX OFFICE	7.50	515615	
JEFFERSON CTY. TAX OFFICE	7.50	515616	
JEFFERSON CTY. TAX OFFICE	7.50	515617	
TX TAG	5.75	515676	
REPUBLIC SERVICES	83.13	515677	
			343.24*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	4.46	515624	
			4.46*
			397,022.19**
MOSQUITO CONTROL FUND			
ENTERGY	498.44	515550	
ACE IMAGEWEAR	74.42	515572	
REPUBLIC SERVICES	83.13	515677	
O'REILLY AUTO PARTS	857.91	515690	
			1,513.90**
EMPG GRANT			
SOUTHEAST TEXAS WATER	9.95	515580	
			9.95**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	86.05	515620	
			86.05**
GRANT A STATE AID			
BI INCORPORATED	264.00	515595	
GRAYSON COUNTY DEPT OF JUVENILE	25,387.25	515671	
TCSI, LLC	10,044.88	515703	
			35,696.13**
COMMUNITY SUPERVISION FND			
DELL MARKETING L.P.	38,782.40	515538	
UNITED STATES POSTAL SERVICE	61.05	515624	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	515643	
JCCSC	1,090.00	515655	
CHARTER COMMUNICATIONS	128.71	515715	
ODP BUSINESS SOLUTIONS, LLC	360.04	515717	
			47,387.20**
SHERIFF'S TRAINING GRANT			
EAN SERVICES LLC	989.00	515670	
			989.00**
COUNTY CLERK - RECORD MGT			

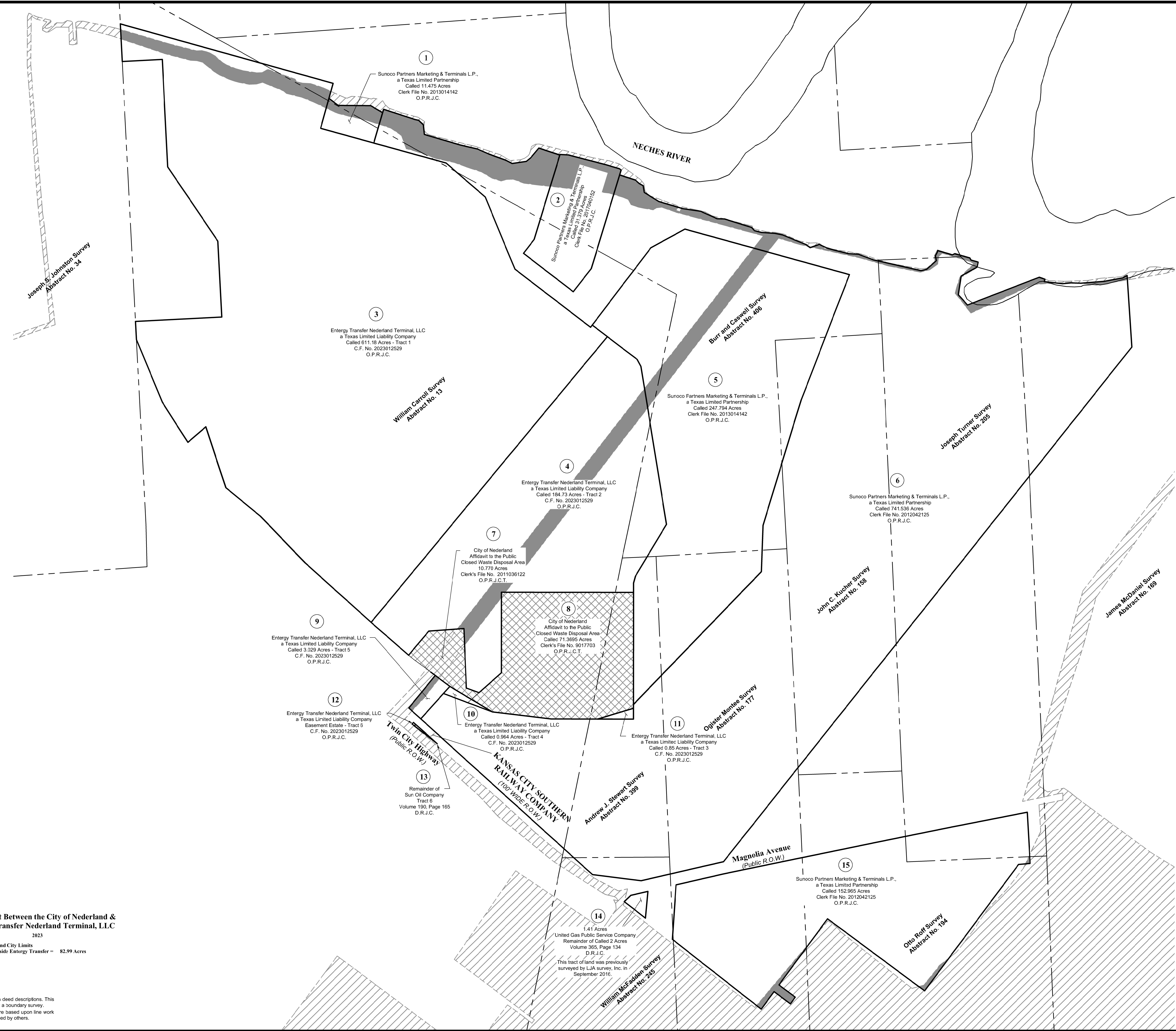
NAME	AMOUNT	CHECK NO.	TOTAL
KOFILE TECHNOLOGIES INC	411.48	515659	411.48**
REGIONAL COMM. SAVNS			
APPRISS INSIGHTS, LLC	7,571.32	515712	7,571.32**
COUNTY RECORDS MANAGEMENT			
CDW COMPUTER CENTERS, INC.	50.22	515591	
UNITED STATES POSTAL SERVICE	.64	515624	50.86**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	489.73	515555	
AT&T	109.18	515582	
UNITED STATES POSTAL SERVICE	5.76	515624	
REPUBLIC SERVICES	83.13	515677	687.80**
CRIME LAB FUNDING CJD			
AGILENT TECHNOLOGIES	221.84	515522	
CASH ADVANCE ACCOUNT	2,611.74	515555	
CAYMAN CHEMICAL COMPANY	302.00	515653	3,135.58**
AIRPORT FUND			
COBURN SUPPLY COMPANY INC	138.18	515535	
ENTERGY	13,521.91	515552	
JOHNSON CONTROLS, INC.	2,572.00	515556	
AT&T	496.66	515582	
HERRERA'S EMERGENCY LIGHTING	70.31	515631	
COUNTY HOME AND RANCH LP	28.80	515657	
A-1 MAIDA FENCE COMPANY	400.00	515672	
REPUBLIC SERVICES	332.52	515677	
TITAN AVIATION FUELS	25,597.23	515694	
MUNRO'S UNIFORM SERVICES, LLC	87.70	515719	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	57.63	515722	43,302.94**
AIRPORT IMPROVE. GRANTS			
THE LABICHE ARCHITECTURAL GROUP	4,282.55	515523	4,282.55**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	113,542.93	515685	
NEUROMUSCULAR CORPORATE SOLUTIONS	18,375.00	515697	131,917.93**
SETEC FUND			
MARTIN PRODUCT SALES LLC	431.20	515637	
REPUBLIC SERVICES	5,240.00	515677	5,671.20**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	18,027.50	515496	
CLEAT	5,086.00	515497	
JEFFERSON CTY. TREASURER	13,506.96	515498	
INTERNAL REVENUE SERVICE	208.00	515499	
JEFFERSON CTY. COMMUNITY SUP.	6,612.97	515500	
JEFFERSON CTY. TREASURER - HEALTH	552,467.62	515501	
JEFFERSON CTY. TREASURER - GENERAL	10.00	515502	
JEFFERSON CTY. TREASURER - PAYROLL	2,058,459.51	515503	
JEFFERSON CTY. TREASURER - PAYROLL	697,064.77	515504	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,385.25	515505	
JEFFERSON CTY. TREASURER - TCDRS	825,644.84	515506	
JEFFERSON COUNTY TREASURER	3,818.34	515507	
JEFFERSON COUNTY - TREASURER -	10,092.61	515508	
NECHES FEDERAL CREDIT UNION	29,757.10	515509	
JEFFERSON COUNTY - NATIONWIDE	64,727.42	515510	
SBA - U S DEPARTMENT OF TREASURY	309.28	515511	
ALLSTATE BENEFITS	6,669.58	515512	
CHUBB	6,415.77	515513	
U S DEPARTMENT OF THE TREASURY	294.01	515514	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - PAYROLL	91,924.25	515515	4,392,481.78**
JUSTICE COURT SUPPORT FND			
ODP BUSINESS SOLUTIONS, LLC	9.47	515717	9.47**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	696.32	515713	
RUBEN ZAPATA	200.00	515731	896.32**
ARPA CORONAVIRUS RECOVERY			
BRIZO CONSTRUCTION LLC	160,872.30	515728	160,872.30**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,628.96	515644	2,628.96**
MARINE DIVISION			
CITY OF NEDERLAND	23.40	515531	
ENERGY	658.76	515550	
AT&T	116.98	515582	799.14**
SHERIFF - COMMISSARY			
WALMART CAPITAL ONE	713.88	515709	713.88**
SHERIFF-SPINDLETOP GRANT			
TX TAG	8.74	515676	8.74**
2021 PORT SECURITY GRANT			
CDW COMPUTER CENTERS, INC.	1,546.42	515591	1,546.42**
			5,306,750.80***



Legend and Abbreviations

O.P.R.J.C.	Official Public Records of Jefferson County
D.R.J.C.	Deed Records of Jefferson County
---	Approximate Survey Line
- - - -	Nederland City Limits
▬▬▬▬▬▬	Nederland City Limits Inside Energy Transfer
▨▨▨▨▨▨	Nederland City Limits Outside Energy Transfer
▧▧▧▧▧▧	City of Nederland Tracts



Agreement Between the City of Nederland & Entergy Transfer Nederland Terminal, LLC
 2023
 Nederland City Limits
 Area Inside Energy Transfer = 82.99 Acres

GENERAL NOTES:
 1. Tracts shown are based on deed descriptions. This is not intended to represent a boundary survey.
 2. City limits shown hereon are based upon line work pulled from KMZ file provided by others.

ENTERGY TRANSFER NEDERLAND TERMINAL, LLC
 SITUATED IN THE JEFFERSON COUNTY, TEXAS
 DRAWN BY: RCJ FB P3: FBXXX-PXXX
 REV "C" OCTOBER 09, 2023
 SHEET NO. 1 OF 1 JOB NO. LJA5403-2203
LJA SURVEYING, INC
 2615 Calder Ave, Suite 500 Tel: 409.833.3363
 Beaumont, Texas 77702 Fax: 409.833.0317
 TBPELS Firm No 10194382

EXHIBIT C
11.475 Acre Tract

Being an 11.475 acre tract of land, more or less, out of that 934.0 acre tract conveyed to the City of Nederland, Texas in deed recorded under Film File Code Number 101-27-1067 of the Official Public Records of Jefferson County, Texas, with said tract being out of the William Carroll Survey, Abstract Number 13 in Jefferson County, Texas, with said 11.475 acre tract being described as follows:

BEGINNING at a 1 inch iron pipe found for the southeast corner of this tract, same being an interior corner of said 934.0 acre tract, being the most westerly southwest corner of the Sunoco Partners Marketing and Terminals, L.P. tract, said corner having a Texas State Plane Grid Coordinate for the Texas South Central Zone of North 13,949,828.84, East 3,547,329.70 with a convergence angle of 02° 26' 41";

THENCE North 74° 30' 03" West with the south line of this tract a distance of 740.82 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the southwest corner of this tract;

THENCE North 15° 29' 57" East with the west line of this tract, at 410.78 feet a ½ inch iron rod with a cap stamped "SESCO" set in the south high bank of the Neches River, continuing for a total distance of 675.75 feet to the northwest corner this tract, being in the Neches River, being in the most westerly north line of said 934.0 acre tract;

THENCE South 74° 20' 30" East (deed called S 71°55'42" E) with the north line of this tract, being in the Neches River, and most westerly north line of said 934.0 acre tract a distance of 740.83 feet to the northeast corner of this tract, being in the Neches River, and same being the most westerly northeast corner of said 934.0 acre tract, and being the northwest corner of said Sunoco tract;

THENCE South 15° 29' 57" West with the east line of this tract and a westerly east line said 934.0 acre tract and most northerly west line of said Sunoco tract, at 249.76 feet the south high bank of the Neches River, at 253.44 feet a ½ inch iron rod with a cap stamped "SESCO" set for reference, continuing for a total distance of 673.69 feet (deed called S 17° 54' 45" W 673.69 feet) to the place of BEGINNING.

Said tract of land herein described contains 11.475 acres of land, more or less, with said tract having 4.419 acres in the Neches River, leaving 7.056 acres south of the south high bank of the Neches River, with said 7.056 acres being described as follows:

BEGINNING at a 1 inch iron pipe found for the southeast corner of this tract, same being an interior corner of said 934.0 acre tract, being the most westerly southwest corner of the Sunoco Partners Marketing and Terminals, L.P. tract, and being the southeast corner of the above described 11.475 acre tract, and said corner having a Texas State Plane Grid Coordinate for the Texas South Central Zone of North 13,949,828.84, East 3,547,329.70 with a convergence angle of 02° 26' 41";

THENCE North 74° 30' 03" West with the south line of this tract and south line of said 11.475 acre tract a distance of 740.82 feet to a ½ inch iron rod with a cap stamped "SESCO" set for the southwest corner of this tract, same being the southwest corner of said 11.475 acre tract;

THENCE North 15° 29' 57" East with the west line of this tract and west line of said 11.475 acre tract a distance of 410.78 feet a ½ inch iron rod with a cap stamped "SESCO" set for the northwest corner of this tract, being in the south high bank of the Neches River;

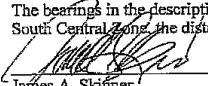
THENCE with the north line of this tract and the existing south high bank of the Neches River as follows:

South 53° 04' 41" East a distance of 154.73 feet to an angle point,
 South 89° 59' 21" East a distance of 435.10 feet to an angle point,
 South 59° 48' 43" East a distance of 183.48 feet to the northeast corner of this tract, being in the east line of said 11.475 acre tract and a westerly east line of said 934.0 acre tract and the most northerly west line of said Sunoco tract;

THENCE South 15° 29' 57" West (deed called S 17° 54' 45" W) with the east line of this tract and east line of said 11.475 acre tract and a westerly east line said 934.0 acre tract and most northerly west line of said Sunoco tract, at 3.68 feet a ½ inch iron rod with a cap stamped "SESCO" set for reference to corner, continuing for a total distance of 423.93 feet to the place of BEGINNING.

Said tract of land herein described contains 7.056 acres of land, more or less.

The bearings in the description above are based on the Texas State Plane Grid Coordinates for the Texas South Central Zone, the distances stated herein a true surface distances.


 James A. Skinner
 K.P.L.S. No. 1614
 Surveyed in January 2013.



**EXHIBIT "A"**

1480 Cornerstone Court, Beaumont, Texas 77706
 t 409.866.9769 f 409.866.7075 LJA.com TBPEF-1386 TBPLS 20105600

July 14, 2017

Surveyor's Field Note Description: 31.379 Acre Tract

BEING a 31.379 acre tract of land out and a part of that certain Victor L. Morris, Trustee of the Larry Creston Morris Trust called 32.76 acre tract of land, more fully described and recorded in Volume 1975, Page 458 of the Deed Records of Jefferson County, Texas. Said 31.379 acre tract being situated in the W.M. Carroll Survey, Abstract No. 13 and the B & C Survey, Abstract No. 406, Jefferson County, Texas and being more fully described as follows:

COMMENCING at a 3/4 inch iron pipe found for the Southeast corner of that certain The Chemours Company FC, LLC called 503.193 acre tract of land, more fully described as Tract VII and recorded in Clerk's File No. 2015014620 of the Official Public Records of Jefferson County, Texas, same being the Southwest corner of that certain Kansas City Southern Railway Company called 11.84 acre tract of land, recorded in Clerk's File No. 2004000575 of said Official Public Records and more fully described in Volume 141, Page 384 of said Deed Records, same being in the Northeast Line of the Kansas City Southern Railway Company 100 foot wide right-of-way, same being in the East line of the J.S. Johnston Survey, Abstract No. 34, Jefferson County Texas and the West line of said Abstract No. 13;

THENCE North 02 deg. 55 min. 14 sec. West along and with the East line of said 503.193 acre tract and said Abstract No. 34, same being the West line of said 11.84 acre tract, that certain City of Nederland, Texas called 934.0 acre tract of land, more fully described and recorded in Film Code No. 100-27-1071 of said Official Public Records and that certain Sun Oil Company called 1179.34 tract of land, more fully described and recorded in said Volume 1975, Page 458 of said Deed Records and said Abstract No. 13, a distance of 5952.90 feet to the Northwest corner of said 934.0 acre tract and said 1179.34 acre tract;

THENCE South 74 deg. 22 min. 20 sec. East along and with the North line of said 934.0 acre tract, a distance of 1787.62 feet to a point;

THENCE South 16 deg. 51 min. 28 sec. West along and with the West line of said 32.76 acre tract, a distance of 98.60 feet to a point on the Southwest bank of the Neches River and the **POINT OF BEGINNING** of the herein described tract;

THENCE in a Southeasterly direction along and with the Southwest bank of said Neches River and the North line of the herein described the following calls and distances:

South 86 deg. 57 min. 42 sec. East, a distance of 111.53 feet to a point for corner;
 South 75 deg. 23 min. 04 sec. East, a distance of 522.35 feet to a point for corner;
 South 73 deg. 24 min. 55 sec. East, a distance of 187.76 feet to a point for corner;
 South 51 deg. 01 min. 33 sec. East, a distance of 28.93 feet to a point for corner in the Southeast line of said 32.76 acre tract, same being in the Northwest line of that certain Gulf State Utilities Company 230' wide right-of-way, more fully described and recorded in Volume 1480, Page 246 of said Deed Records;

THENCE South 16 deg. 51 min. 28 sec. West along and with the Southeast line of said 32.76 acre tract, same being the Northwest line of said 230' wide right-of-way, same being a Westerly line of that certain Sunoco Partners and Terminals L.P. called 741.536 acre tract of land, more fully described in Clerks File No. 2012042125 of the Official Public Records of Jefferson County, Texas, a distance of 1382.43 feet to a 5/8 inch iron rod with cap stamped "LJA ENG. TBPLS

NO. 10105600" set for the Southeast corner of said 32.76 acre tract and the herein described tract;

THENCE South 37 deg. 41 min. 28 sec. West, along and with the Southeast line of said 32.76 acre tract, same being the Northwest line of said 230' wide right-of-way, same being a Westerly line of said 741.538 acre tract, a distance of 391.50 feet to a 5/8 inch iron rod with cap stamped "LJA ENG. TBPLS NO. 10105600" set for the South corner of said 32.76 acre tract and the herein described tract;

THENCE North 52 deg. 18 min. 32 sec. West, along and with the South line of said 32.76 acre tract, same being a Northerly line of said 741.538 acre tract, a distance of 844.81 feet to a 5/8 inch iron rod with cap stamped "LJA ENG. TBPLS NO. 10105600" set for the West corner of said 32.76 acre tract and herein described tract;

THENCE North 37 deg. 41 min. 28 sec. East, along and with the West line of said 32.76 acre tract, same being an Easterly line of said 741.538 acre tract, a distance of 236.20 feet to a 5/8 inch iron rod with cap stamped "LJA ENG. TBPLS NO. 10105600" set for an Ell corner of said 32.76 acre tract and herein described tract;

THENCE North 16 deg. 51 min. 28 sec. East, along and with the West line of said 32.76 acre tract, same being an Easterly line of said 741.538 acre tract, a distance of 1190.04 feet to the POINT OF BEGINNING, containing 31.379 acres of land, more or less.

Notes:

1. All bearings and distances are based upon the Texas Coordinate System 1983 (2011) South Central Zone '4204', U.S. Survey Foot.
2. Water Boundaries - Portions of the property shown hereon are situated along the shore of the Neches River, a natural water boundary that is subject to change due natural causes. Such changes can affect the location of the property boundary and resulting acreage. Therefore the boundary lines shown hereon may not represent the actual location of the limit of title. The boundary lines shown hereon were located in July, 2017.
3. Survey Plat accompanies Metes and Bounds Description.



 Wesley K. Maxey
 Registered Professional Land Surveyor No. 6536



EXHIBIT "A"**LEGAL DESCRIPTION****TRACT 1:**

BEING a 611.18-acre tract of land, being all of that certain Remainder of the City of Nederland called 934.0-acre tract of land, being more fully described as Parcel 1 and recorded in File No. 8534964 of the Official Public Records of Jefferson County, Texas. Said 611.18-acre tract being situated in the W. M. Carroll Survey, Abstract No. 13 of Jefferson County, Texas and being more particularly described as follows:

COMMENCING at a 1-1/2 inch iron pipe found at the Southwest corner of that certain Kansas City Southern Railway Company tract of land, being more fully described and recorded in Clerk's File No. 2004000575 of said Official Public Records, also formerly known as that certain Charles T. Clay called 11.84-acre tract of land, being more fully described and recorded in Volume 141, Page 384 of the Deed Records of Jefferson County, Texas, same being the Southeast corner of that certain Jefferson Terminal South LLC called 503.193-acre tract of land, being more fully described as Tract VII and recorded in Clerk's File No. 2022018289 of said Official Public Records, same being in the West line of said Abstract No. 13, same being in the East line of the J. S. Johnson Survey, Abstract No. 34, and being in the North right-of-way line of the Kansas City Southern Railway Company (100-foot wide right-of-way);

THENCE North 02 deg. 56 min. 10 sec. West along and with a West line of said Kansas City Southern Railway Company tract and Abstract No. 13, same being an East line of said Tract VII and Abstract No. 34, a distance of 1325.66 feet to a 2-inch concrete monument;

THENCE North 02 deg. 51 min. 55 sec. West along and with a West line of said Kansas City Southern Railway Company tract and Abstract No. 13, same being an East line of said Tract VII and Abstract No. 34, a distance of 385.23 feet to a 1-inch iron pipe found at the POINT OF BEGINNING at the Southwest corner of the herein described tract and said Parcel 1, same being the Northwest corner of said Kansas City Southern Railway Company tract, same being in the West line of Abstract No. 13, same being the East line of Abstract No. 34, and being an angle corner in the East line of said Tract VII;

THENCE North 02 deg. 55 min. 20 sec. West along and with a West line of the herein described tract, said Parcel 1, and Abstract No. 13, same being an East line of said Tract VII and Abstract No. 34, a distance of 245.08 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." set at an angle corner in the West line of the herein described tract, said Parcel 1, and Abstract No. 123, same being an angle corner in the East line of said Tract VII, and Abstract No. 34;

THENCE North 87 deg. 04 min. 40 sec. East along and with a West line of the herein described tract and said Parcel 1, same being an East line of said Tract VII, a distance of 1159.01 feet to a 1-inch iron pipe with cap stamped "WORTECH SURVEYORS" found at an ell corner in the West line of the herein described tract and said Parcel 1, same being an ell corner in the East line of said Tract VII;

THENCE North 02 deg. 54 min. 57 sec. West along and with a West line of the herein described tract and said Parcel 1, same being an East line of said Tract VII, a distance of 1018.13 feet to a point for corner at an angle corner in the West line of the herein described tract and said Parcel 1, same being an angle corner in the East line of said Tract VII, from which a 1-inch iron pipe with cap stamped "WORTECH SURVEYORS" found bears South 70 deg. 01 min. 15 sec. East, a distance of 0.33 feet;

THENCE North 34 deg. 01 min. 53 sec. West along and with a West line of the herein described tract and said Parcel 1, same being an East line of said Tract VII, a distance of 1202.70 feet to a point for corner at an angle corner in the West line of the herein described tract and said Parcel 1, same being an angle corner in the East line of said Tract VII, from which a 1-inch iron pipe with cap stamped "WORTECH SURVEYORS" found bears North 02 deg. 55 min. 49 sec. East, a distance of 0.51 feet;

THENCE North 02 deg. 54 min. 57 sec. West along and with a West line of the herein described tract and said Parcel 1, same being an East line of said Tract VII, a distance of 1443.96 feet to a 1-1/2 inch iron pipe found at an ell corner in the West line of the herein described tract and said Parcel 1, same being an ell corner in the East line of said Tract VII;

THENCE South 87 deg. 05 min. 26 sec. West along and with a West line of the herein described tract and said Parcel 1, same being an East line of said Tract VII, a distance of 537.90 feet to a 5/8-inch iron rod with cap stamped "WORTECH SURVEYORS" found at an ell corner in the West line of the herein described tract and said Parcel 1, same being an ell corner in the East line of said Tract VII, same being in the West line of Abstract No. 13, same being in the East line of Abstract No. 34;

THENCE North 02 deg. 55 min. 20 sec. West along and with a West line of the herein described tract, said Parcel 1 and Abstract No. 13, same being an East line of said Tract VII and Abstract No. 34, a distance of 402.95 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." set at an angle corner in the West line of the herein described tract, said Parcel 1 and Abstract No. 13, same being an angle corner in the East line of said Tract VII and Abstract No. 34;

THENCE North 02 deg. 55 min. 20 sec. West along and with a West line of the herein described tract, said Parcel 1 and Abstract No. 13, same being an East line of said Tract VII and Abstract No. 34, a distance of 102.80 feet to a point for corner at the Northwest corner of the herein described tract and said Parcel 1, same being the Northeast corner of said Tract VII, and being in the Neches River;

THENCE South 74 deg. 22 min. 35 sec. East along and with a North line of the herein described tract and said Parcel 1, a distance of 2963.33 feet to a point for corner at an ell corner in the North line of the herein described tract and said Parcel 1, same being in the West line of that certain Sunoco Partners Marketing & Terminals, L.P. called 11.475-acre tract of land, being more fully described and recorded in Clerk's File No. 2013014142 of said Official Public Records;

THENCE South 15 deg. 29 min. 13 sec. West along and with a North line of the herein described tract and said Parcel 1, same being the West line of said 11.475-acre tract, a distance of 625.82 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." at an ell corner in the North line of the herein described tract and said Parcel 1, same being the Southwest corner of said 11.475-acre tract;

THENCE South 74 deg. 30 min. 47 sec. East along and with a North line of the herein described tract and said Parcel 1, same being the South line of said 11.475-acre tract, a distance of 740.87 feet to a 1-inch iron pipe found at an angle corner in the North line of the herein described tract and said Parcel 1, same being the Southeast corner of said 11.475-acre tract, same being the most Northerly Southwest corner of that certain Sunoco Partners Marketing & Terminals, L.P. called 741.536-acre tract of land, being more fully described and recorded in Clerk's File No. 2012042125 of said Official Public Records;

THENCE South 74 deg. 30 min. 47 sec. East along and with a North line of the herein described tract and said Parcel 1, same being a West line of said 741.536-acre tract, a distance of 1005.76 feet to a 1-inch iron pipe found at an angle corner in the North line of the herein described tract and said Parcel 1, same being an angle corner in the West line of said 741.536-acre tract;

THENCE South 48 deg. 58 min. 23 sec. East along and with a North line of the herein described tract and said Parcel 1, same being a West line of said 741.536-acre tract, a distance of 694.92 feet to a 1-inch iron pipe found at an angle corner in the North line of the herein described tract and said Parcel 1, same being an angle corner in West line of said 741.536-acre tract;

THENCE South 22 deg. 23 min. 01 sec. East along and with a North line of the herein described tract and said Parcel 1, same being a West line of said 741.536-acre tract, a distance of 1046.27 feet to a 1-inch iron pipe found at an angle corner in the North line of the herein described tract and said Parcel 1, same being an angle corner in the West line of said 741.536-acre tract;

THENCE South 52 deg. 27 min. 12 sec. East along and with a North line of the herein described tract and said Parcel 1, same being a West line of said 741.536-acre tract, a distance of 1278.81 feet to a 1-inch iron pipe found at an ell corner in the North line of the herein described tract and said Parcel 1, same being an ell corner in the West line of said 741.536-acre tract;

THENCE North 37 deg. 10 min. 47 sec. East along and with a North line of the herein described tract and Parcel 1, same being a West line of said 741.536-acre tract, a distance of 36.06 feet to a point for corner at an ell corner in the North line of the herein described tract and said Parcel 1, same being an ell corner in the West line of that certain Sunoco Partners Marketing & Terminals, L.P. called 247.794-acre tract of land, being more fully described and recorded in Clerk's File No. 2013014142 of said Official Public Records, from which a 1-inch iron pipe found at an angle corner in the West line of said 741.536-acre tract, same being an angle corner in the West line of said 247.794-acre tract, bears North 37 deg: 10 min. 47 sec. East, a distance of 1301.16 feet;

THENCE South 52 deg. 36 min. 49 sec. East, along and with a North line of the herein described tract and said Parcel 1, same being a West line of said 247.794-acre tract, at a distance of 1.05 feet pass a 1/2-inch iron rod with cap found in line, continuing on a total distance of 255.47 feet to a point for corner at the Northeast corner of the herein described tract and said Parcel 1, same being the Northwest corner of that certain City of Nederland, Texas called 267.492-acre tract of land, being more fully described and recorded in Film Code No. 100-87-0110 of said Official Public Records, and being in a West line of said 247.794-acre tract, from which a 1" iron pipe found bears North 38 deg. 59 min. 05 sec. East, a distance of 0.57 feet;

THENCE South 39 deg. 34 min. 09 sec. West along and with the East line of the herein described tract and said Parcel 1, same being the Northwest line of said 267.482-acre tract, a distance of 4972.44 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." found at the South corner of the herein described tract and said Parcel 1, same being the Southwest corner of said 267.492-acre tract, and being in the Northeast line of that certain F. L. Tucker, LTD. called 3.405-acre tract of land, being more fully described as Tract 1 and recorded in Clerk's File No. 2006027547 of said Official Public Records;

THENCE North 47 deg. 56 min. 26 sec. West along and with a South line of the herein described tract and said Parcel 1, same being the Northeast line of said 3.405-acre tract, that certain Remainder of Gulf States Utility Company called 3.08-acre tract of land, more fully described as Tract B and recorded in Volume 1442, Page 434 of said Deed Records, that certain Kountry Rentals LLC called 1.032684-acre tract of land, being more fully described as Tract 1 and recorded in Clerk's File No. 2019001686 of said Official Public Records, that certain Kountry Rentals LLC called 5.925-acre tract of land, being more fully described as Tract 2 and recorded in said Clerk's File no. 2019001686, and that certain Chester O. Bethel and wife, Betty Bethel called 3-acre tract of land, being more fully described and recorded in Film Code No. 101-80- 2442 of said Official Public Records, a distance of 1192.60 feet to a 1/2-inch iron rod with cap found at an angle corner in the South line of the herein described tract and said Parcel 1, same being the North corner of said 3-acre tract, same being the Northeast corner of that certain James Pellerin and Cathi Pellerin called

2.673-acre tract of land, being more fully described and recorded in Clerk's File No. 2019001130 of said Official Public Records;

THENCE North 43 deg. 43 min 09 sec. West along and with a South line of the herein described tract and said Parcel 1, same being the Northeast lines of said 2.673-acre tract and that certain Shirley Van Oostrom McGuire and Harold G. McGuire tract of land, recorded in Clerk's File No. 2009048862, and being more fully described as Lot Two, Lot Three, Lot Four, Lot Six, and the Northwest one-half of Lot Seven of Block Two of the Charles T. Crary Subdivision as recorded in Volume 6, Page 63 of the Map Records of Jefferson County, Texas, a distance of 868.81 feet to a 1/2-inch iron rod found at an angle corner in the South line of the herein described tract and said Parcel 1, same being an angle corner in the Northeast line of said McGuire tract;

THENCE North 50 deg. 34 min. 16 sec. West along and with a South line of the herein described tract and said Parcel 1, same being a Northeast line of said McGuire tract and that certain Kansas City Southern Railway Company called 15.126-acre tract of land, being more fully described as Second Tract, and recorded in Volume 903, Page 565 of said Deed Records, a distance of 599.70 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." set at an angle corner in the South line of the herein described tract and said Parcel 1, same being an angle corner in the Northeast line of said 15.126-acre tract;

THENCE North 18 deg. 04 min. 16 sec. West along and with a South line of the herein described tract and said Parcel 1, same being a Northeast line of said 15.126-acre tract, a distance of 859.57 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." set at an angle corner in the South line of the herein described tract and said Parcel 1, same being the North corner of said 15.126-acre tract;

THENCE South 49 deg. 19 min. 44 sec. West along and with a South line of the herein described tract and said Parcel 1, same being the Northwest line of said 15.126-acre tract, a distance of 319.84 feet to a 1-1/2 inch iron pipe found at an ell corner in the South line of the herein described tract and said Parcel 1, same being the East corner of said 11.84-acre tract, same being the East corner of said 11.84-acre tract, and being in the Northwest line of said 15.126-acre tract;

THENCE North 32 deg. 23 min. 41 sec. West along and with a South line of the herein described tract and said Parcel 1, same being an East line of said 11.84-acre tract, a distance of 640.92 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." set at an angle corner in the South line of the herein described tract and said Parcel 1, same being an angle corner in the East line of said 11.84-acre tract;

THENCE North 22 deg. 29 min. 45 sec. West along and with a South line of the herein described tract and said Parcel 1, same being an East line of said 11.84-acre tract, a distance of 903.77 feet to the POINT OF BEGINNING, containing 611.18-acres of land, more or less.

TRACT 2:

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BEING a 184.73-acre tract of land, being all of that certain City of Nederland, Texas called 267.492 Acre tract of land, more fully described and recorded in Film Code No. 100-87-0110 of the Official Public Records of Jefferson County, Texas, save and except that certain Affidavit to the Public Called 71.3695-acre tract of land, more fully described and recorded in Clerk's File No. 9017703 of said Official Public Records, and save and except that certain Affidavit to the Public called 10.770-acre tract of land, being more fully described and recorded in Clerk's File No. 2011036122 of said Official Public Records, Said 184.73-acre tract being situated in the Burr and Caswell Survey, Abstract No. 406, William Carroll Survey, Abstract No. 13, and the Andrew J. Stewart Survey, Abstract No. 399 of Jefferson County, Texas and being more particularly

described as follows:

BEGINNING at a 1-inch iron pipe found at the North corner of the herein described tract and said 267.492-acre tract, same being the most Northeastern corner of that certain Remainder of the City of Nederland called 934.0-acre tract of land, being more fully described as Parcel 1 and recorded in File No. 8534964 of said Official Public Records, same being in a Southwest line of that certain Sunoco Partners Marketing & Terminals L.P., called 247.794-acre tract of land, being more fully described and recorded in Clerk's File No. 2013014142 of said Official Public Records, from which a 1/2-inch iron rod with cap found in an ell corner in the North line of said 934.0-acre tract, same being an angle corner of said 247-794-acre tract, same being in a Southeast line of that certain Sunoco Partners Marketing & Terminals L.P., called 741.536-acre tract of land, being more fully described and recorded in Clerk's File No. 2012042125 of said Official Public Records, bears North 52 deg. 36 min. 49 sec. West, a distance of 255.47 feet;

THENCE in a Southeasterly direction along and with and with the East line of the herein described tract and said 267.492-acre tract, same being the West line of said 247.794-acre tract, the following courses and distances :

South 52 deg. 36 min. 49 sec. East, a distance of 504.07 feet to a 1/2-inch iron rod with cap found at an angle corner;

South 28 deg. 22 min. 26 sec. East, a distance of 105.08 feet to a 1/2-inch iron rod with cap found at an angle corner;

South 09 deg. 12 min. 20 sec. East, a distance of 2146.90 feet to a 1/2-inch iron rod with cap found at an angle corner:

South 31 deg. 00 min. 24 sec. West, a distance of 813.05 feet to a 2-inch iron pipe found at an angle corner;

South 15 deg. 20 min. 35 sec. West, a distance of 94.05 feet to a 5/8-inch iron rod with cap stamped "LJA TBPLS NO. 10105600" set at an angle corner;

South 00 deg. 01 min. 01 sec. West, a distance of 124.90 feet to a 5/8-inch iron rod with cap stamped "LJA TBPLS NO. 10105600" set for the Southeast corner of the herein described tract, same being the Northeast corner of said 71.3695-acre tract, from which a 5/8-inch iron pipe found at the most Southern corner of said 247.794-acre tract, same being an angle corner in the East line of said 71.3695-acre tract, and same being an angle corner in the North line of said called 741.536-acre tract of land, bears South 00 deg. 04 min. 42 sec. East, a distance of 1504.83 feet;

THENCE North 89 deg. 57 min. 17 sec. West, over and across said 267.492-acre tract, same being the North line of said 71.3695-acre tract, same being along and with the South line of the herein described tract, a distance of 1769.36 feet to a 5/8-inch iron rod with cap stamped "LJA TBPLS NO. 10105600" set at an angle corner in the South line of the herein described tract, same being the Northeast corner of said 71.3695-acre tract;

THENCE South 00 deg. 02 min. 43 sec. West, over and across said 267.492-acre tract, same being a West line of said 71.3695-acre tract, a distance of 1079.61 feet to a 5/8-inch iron rod with cap stamped "LJA TBPLS No. 10105600" set at an angle corner in the South line of the herein described tract, same being an angle corner in the West line of said 71.3695-acre tract ;

THENCE South 48 deg. 15 min. 12 sec. West, over and across said 267.492-acre tract, same being a West line of said 71.3695-acre tract, same being along and with the a South line the herein described tract, a distance of 403.42 feet to a 5/8-inch iron rod with cap stamped "LJA TBPLS NO. 10105600" set for the most Southern corner of the herein described tract, same being an angle corner in the West line of said 71.3695-acre tract, same being the most Eastern corner of said 10.770-acre tract;

THENCE in a Northwesterly direction over and across said 267.492-acre tract, same being along and with the South line of the herein described tract, same being the East line of said 10.770-acre tract, the following courses and distances:

North 69 deg. 19 min. 34 sec. West, a distance of 179.02 feet to a 5/8-inch iron rod with cap stamped "LJA TBPLS NO. 10105600" set at an angle corner;

North 02 deg. 26 min. 02 sec. West, a distance of 799.19 feet to a 5/8-inch iron rod with cap stamped "LJA TBPLS NO. 10105600" set at an angle corner in the South line of the herein described tract, same being the Northeast corner of said 10.770-acre tract;

THENCE in a Southwesterly direction over and across said 267.492-acre tract, same being along and with the Northwest line of said 10.770-acre tract, the following courses and distances:

South 85 deg. 55 min. 13 sec. West, a distance of 474.50 feet to a 5/8-inch iron rod with cap stamped "LJA TBPLS NO. 10105600" set at an angle corner;

South 39 deg. 35 min. 34 sec. West, a distance of 421.54 feet to a 5/8-inch iron rod with cap stamped "LJA TBPLS NO. 10105600" set at an angle corner in the South line of the herein described tract, same being the West corner of said 10.770-acre tract, same being in the Northeast line of that certain Pedro Esquivel called 4.00-acre tract of land, being more fully described and recorded in Clerk's File No. 2008004114 of said Official Public Records;

THENCE North 48 deg. 53 min. 53 sec. West, along and with the Southwest line of the herein described tract and said 267.492-acre tract, same being the Northeast line of said 4.00-acre tract, that certain Stephen Savant called 1.317-acre tract of land, being more fully described and recorded in Clerk's File No. 2015009218 of said Official Public Records, and that certain James Roy Cobb and wife, Linda Cobb called 5.503-acre tract of land, being more fully described and recorded in Clerk's File No. 1999016828 of said Official Public Records, a distance of 568.96 feet to a 2-inch iron pipe found at an angle corner in the South line of the herein described tract and said 267.492-acre tract, same being an angle corner in the Northeast line of said 5.503-acre tract;

THENCE North 48 deg. 00 min. 05 sec. West, along and with the Southwest line of the herein described tract and said 267.492-acre tract, same being the Northeast line of said 5.503-acre tract, a distance of 100.01 feet to the West corner of the herein described tract and said 267.492-acre tract, same being the South corner of the remainder of said 934.0-acre tract, from which a 1/2-inch iron rod found at the North corner of that certain Chester O. Bethel and wife, Betty Bethel called 3-acre tract of land, being more fully described and recorded in Film Code No. 101-80-2442 of said Official Public Records, same being at an angle corner in the Southwest line of the remainder of said 934.0-acre tract, bears North 47 deg. 56 min. 26 sec. West, a distance of 1192.60 feet;

THENCE North 39 deg. 34 min. 09 sec. East, along and with the Northwest line of the herein described tract and said 267.492-acre tract, same being the Southeast line of said 934.0-acre tract, a distance of 4972.44 feet to the POINT OF BEGINNING, containing 184.73-acres of land, more or less.

EXHIBIT E**247.794 Acre Tract**

Being a 247.794 acre tract of land, more or less, out of that 934.0 acre tract conveyed to the City of Nederland, Texas in deed recorded under Film File Code Number 101-27-1067 of the Official Public Records of Jefferson County, Texas, with said tract having 181.928 acres out of the Burr and Caswell Survey, Abstract Number 406, 7.758 acres out of the John C. Kucher Survey, Abstract Number 158, 29.342 acres out of the Ogister Montee Survey, Abstract Number 177 and 28.766 acres out of the William Carroll Survey, Abstract Number 13 in Jefferson County, Texas, with said 247.794 acre tract being described as follows:

BEGINNING at a 1 inch iron pipe found for the northeast corner of this tract, same being the most easterly northeast corner of said 934.0 acre tract, being an interior corner of the Sunoco Partners Marketing and Terminals, L.P. tract, said corner having a Texas State Plane Grid Coordinate for the Texas South Central Zone of North 13,948,066.69, East 3,553,705.98 with a convergence angle of 02° 27' 16";

THENCE South 21° 01' 38" West with an east line of this tract and said 934.0 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 1798.63 feet (deed called S 23° 29' 37" W 1798.65 feet) to a 1 inch iron pipe found for an angle point in the east line of this tract and said 934.0 acre tract and west line of said Sunoco tract;

THENCE South 16° 57' 23" West with an east line of this tract and said 934.0 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 1761.38 feet (deed called S 19° 26' 11" W 1761.53 feet) to a 1 inch iron pipe found for an angle point in the east line of this tract and said 934.0 acre tract and west line of said Sunoco tract;

THENCE South 02° 01' 02" West with an east line of this tract and said 934.0 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 621.62 feet (deed called S 04° 25' 00" W 621.68 feet) to a 1 inch iron pipe found for southeast corner of this tract and a southeast corner of said 934.0 acre tract and an angle point in the west line of said Sunoco tract;

THENCE South 43° 52' 27" West with the most southerly south line of this tract and a south line of said 934.0 acre tract and a west line of said Sunoco Partners Marketing and Terminals, L.P. tract a distance of 2473.92 feet (deed called S 46° 19' 23" W 2474.03 feet) to a 5/8 inch iron rod found for the most southerly southwest corner of this tract and a southwest corner of said 934.0 acre tract, same being an external corner of said Sunoco tract and being in the east line of that 267.492 acre tract conveyed to the City of Nederland, Texas in deed recorded under Film File Code Number 100-87-0110 of the Official Public Records of Jefferson County, Texas, and being in the east line of said Ogister Montee Survey and in the west line of the William McFaddin Survey, Abstract Number 181 of Jefferson County, Texas;

THENCE North 00° 01' 07" West with a west line of this tract and an easterly west line of said 934.0 acre tract and east line of said 267.492 acre tract and east line of said William McFaddin Survey and west line of said Ogister Montee Survey a distance of 1630.84 feet (deed called N 02° 28' 45" E 1630.41 feet) to a 1 inch iron pipe found for an angle point in the west line of this tract and an easterly west line of said 934.0 acre tract and east line of said 267.492 acre tract, and being the northeast corner of said William McFaddin Survey and the northwest corner of said Ogister Montee Survey and being in the south line of said Burr and Caswell Survey;

THENCE North 15° 18' 46" East with a west line of this tract and an easterly west line of said 934.0 acre tract and the east line of said 267.492 acre tract a distance of 94.06 feet (deed called N 17° 13' 56" E 94.16 feet) to a 1 inch iron pipe found for an angle point in a west line of this tract and an easterly west line of said 934.0 acre tract and in the east line of said 267.492 acre tract;

THENCE North 31° 02' 38" East with a west line of this tract and an easterly west line of said 934.0 acre tract and east line of said 267.492 acre tract a distance of 812.35 feet (deed called N 33° 45' 12" E 812.35 feet) to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point

in a west line of this tract and an easterly west line of said 934.0 acre tract and an east line of said 267.492 acre tract;

THENCE North 09° 13' 13" West with a west line of this tract and an easterly west line of said 934.0 acre tract and an east line of said 267.492 acre tract a distance of 2147.00 feet (deed called N 06°30'39" W 2147.00 feet) to a ½ inch iron rod with a cap stamped "SESCO" set for an angle point in a west line of this tract and an easterly west line of said 934.0 acre tract and an east line of said 267.492 acre tract;

THENCE North 28° 13' 36" West with a west line of this tract and an easterly west line of said 934.0 acre tract and an east line of said 267.492 acre tract a distance of 104.97 feet (deed called N 30°18'44" W 104.97 feet) to a ½ inch iron rod with a cap stamped "SESCO" set for the most northerly southwest corner of this tract, same being a westerly southeast corner of said 934.0 acre tract and being the northeast corner of said 267.492 acre tract;

THENCE North 52° 38' 50" West with the most northerly south line of this tract and an easterly south line of said 934.0 acre tract and the north line of said 267.492 acre tract, at 504.20 feet a 1 inch iron pipe found for the northwest corner of said 267.492 acre tract and an exterior corner of said 934.0 acre, continuing on the same course for a total distance of 758.75 feet (deed called N 50° 07' 19" W) to a ½ inch iron rod with a cap stamped "SESCO" set for the southwest corner of this tract, being in a westerly east line of said 934.0 acre tract and a westerly east line of said Sunoco Partners Marketing and Terminals, L.P. tract, from said corner a 1 inch iron pipe found for an external corner of said 934.0 acre tract and a southeast corner of said Sunoco tract bears South 37° 08' 56" West a distance of 36.49 feet;


THENCE North 37° 08' 56" East with the most northerly west line of this tract and a west line of said 934.0 acre tract and a westerly east line of said Sunoco tract a distance of 1300.54 feet (deed called N 39°35'11" E) to a 1 inch iron pipe found for the northwest corner of this tract, same being an easterly northwest corner of said 934.0 acre tract and being an interior corner of said Sunoco tract;

THENCE North 61° 01' 27" East with the north line of this tract and a north line of said 934.0 acre tract and a south line of said Sunoco tract a distance of 520.80 feet (deed called N 63°39'32" E 520.72 feet) to a 1 inch iron pipe found for an angle point in the north line of this tract, same being an angle point in a north line of said 934.0 acre tract and in a south line of said Sunoco tract;

THENCE South 74° 32' 59" East with the north line of this tract and a north line of said 934.0 acre tract and a south line of said Sunoco tract a distance of 2290.93 feet (deed called S 72°05'15" E 2290.89 feet) to the place of BEGINNING.

Said tract of land herein described contains 247.794 acres of land, more or less.

The bearings in the description above are based on the Texas State Plane Grid Coordinates for the Texas South Central Zone, the distances stated herein a true surface distances.


James A. Skinner
R.P.L.S. No. 1614



Surveyed in January 2013.

STEWART TITLE

1224533660/Dm/141

EXHIBIT "A"
PROPERTY DESCRIPTION

Nederland Terminal Facility
JEFFERSON COUNTY, TEXAS

741.536 ACRE TRACT

Being 741.536 acres of land, more or less, out of and a part of the William Carroll Survey, Abstract Number 13, A. J. Stewart Survey, Abstract Number 399, Ogister Montee Survey, Abstract Number 177, Burr & Caswell Survey, Abstract Number 406, John C. Kucher Survey, Abstract Number 158, Joseph Turner Survey, Abstract Number 205, Otto Roff Survey, Abstract Number 194, William McFaddin Survey, Abstract Number 181 and the James McDaniel Survey, Abstract Number 169 all in Jefferson County, Texas. Said 741.536 acre tract of land being described as follows:

The bearings shown herein are based on the Texas State Plain Grid Coordinates for Texas Central South Zone NAD 83 and the distances shown herein are true distances, to obtain grid distances multiply by the scale factor of 0.99993.

BEGINNING at a 3/4" iron rod found for the southerly southwest corner of this tract and same being the southwest corner of the tract of land conveyed to the Sun Company by deed of record in Volume 99, Page 308 of the Deed Records of Jefferson County, Texas and being in the northerly right of way line of the Kansas City Southern Railway Company, formerly Texarkana & Fort Smith Railway Company, and same being the southeast corner of the 10.23 acre tract of land conveyed to Thomas Lytle by deed of record in Volume 103, Page 633 of the Deed Records of Jefferson County, Texas, the coordinates for said corner are Y= 13,942,111.43 North and X= 3,547,949.62 East with a convergence angle of 02° 26' 43";

THENCE North 41° 49' 43" East with the westerly line of said Sun Company tract and the easterly line of said Lytle 10.23 acre tract a distance of 456.32 feet to a 5/8" iron rod found for corner and same being an angle corner in the southerly line of the 267.492 acre tract of land conveyed to the City Of Nederland by deed of record under Film File Code Number 100-27-1067 of the Official Public Records of Jefferson County, Texas;

THENCE in an easterly direction with the south line of said City Of Nederland 267.492 acre tract along a 6' chain link fence as follows:

1. South 69° 24' 12" East a distance of 699.98 feet to a 5/8" iron rod found for an angle point;
2. South 83° 07' 00" East a distance of 795.60 feet to a 5/8" iron rod found for an angle point;
3. South 89° 57' 00" East a distance of 1102.49 feet to a 1" iron pipe found for the southeast corner of said 267.492 acre tract, same being the east line of said A. J. Stewart Survey, Abstract Number 399 and the west line of said Ogister Montee Survey, Abstract Number 177;

THENCE North 00° 01' 51" East with the east line of said 267.492 acre tract and the east line of said A. J. Stewart Survey and the west line of said Ogister Montee Survey a distance of 194.34 feet to a 5/8" iron rod found for the easterly southeast corner of the 934.0 acre tract of land conveyed to the City Of Nederland by deed of record under Film File Code Number 100-87-0110 of the Official Public Records of Jefferson County, Texas;

THENCE in a northerly and westerly direction with the east and north line of said City Of Nederland 934.0 acre tract along a 6' chain link fence as follows:

1. North 43° 53' 12" East a distance of 2474.30 feet to a 1" iron pipe found for an angle point;
2. North 02° 02' 24" East a distance of 621.62 feet to a 1" iron pipe found for an angle point;
3. North 16° 58' 42" East a distance of 1761.02 feet to a 1" iron pipe found for an angle point;
4. North 21° 03' 00" East a distance of 1798.99 feet to a 1" iron pipe found for the easterly northeast corner of said 934.0 acre tract;
5. North 74° 31' 37" West a distance of 2290.93 feet to a 1" iron pipe found for an angle point;
6. South 61° 08' 29" West a distance of 520.91 feet to a 1" iron pipe found for an angle point;
7. South 37° 09' 20" West a distance of 1337.55 feet to a 1" iron pipe found for an angle point;
8. North 52° 26' 35" West a distance of 1279.23 feet to a 1" iron pipe found for an angle point;
9. North 22° 22' 24" West a distance of 1046.17 feet to a 1" iron pipe found for an angle point;
10. North 48° 57' 36" West a distance of 694.98 feet to a 1" iron pipe found for an angle point;
11. North 74° 31' 47" West a distance of 1005.90 feet to a 1" iron pipe found for an angle point with the coordinates of Y= 13,949,830.78 North and X= 3,547,329.03 East;
12. North 15° 28' 21" East a distance of 470.89 feet to a 1/2" iron rod with cap set at the existing south bank of the Smith Bluff Cut-off of the Neches River for the northwest corner of this tract;

THENCE in an easterly direction with the existing south bank of the Smith Bluff Cut-Off of the Neches River, angle points marked with 3/8" galvanized spikes, as follows:

1. South 72° 03' 35" East a distance of 445.47 feet;
2. South 77° 08' 07" East a distance of 50.11 feet;
3. South 45° 20' 13" East a distance of 85.09 feet;
4. South 05° 47' 16" East a distance of 130.57 feet;
5. South 73° 42' 54" East a distance of 505.49 feet;
6. South 76° 53' 27" East a distance of 237.13 feet;
7. South 65° 55' 43" East a distance of 162.92 feet;
8. South 69° 54' 46" East a distance of 253.48 feet;
9. South 61° 54' 12" East a distance of 87.63 feet;
10. North 81° 36' 03" East a distance of 192.59 feet;
11. North 50° 00' 01" East a distance of 83.11 feet;
12. North 39° 45' 31" East a distance of 163.70 feet;
13. South 71° 35' 43" East a distance of 1363.83 feet;
14. South 48° 39' 52" East a distance of 69.03 feet;
15. South 60° 18' 46" East a distance of 59.42 feet;
16. South 09° 35' 24" East a distance of 91.03 feet;
17. South 58° 00' 17" East a distance of 229.90 feet;
18. South 73° 22' 38" East a distance of 332.45 feet;
19. South 81° 41' 02" East a distance of 245.88 feet;
20. South 65° 23' 51" East a distance of 240.92 feet;
21. South 88° 23' 10" East a distance of 100.29 feet;
22. South 72° 34' 55" East a distance of 377.83 feet;
23. South 42° 06' 47" East a distance of 57.80 feet;
24. South 75° 16' 52" East a distance of 99.11 feet;

25. South $86^{\circ} 25' 03''$ East a distance of 180.32 feet;
26. South $78^{\circ} 43' 10''$ East a distance of 108.32 feet;
27. South $67^{\circ} 22' 13''$ East a distance of 335.97 feet;
28. South $54^{\circ} 25' 17''$ East a distance of 71.80 feet;
29. North $70^{\circ} 15' 18''$ East a distance of 129.10 feet;
30. South $65^{\circ} 19' 19''$ East a distance of 129.57 feet;
31. South $75^{\circ} 45' 51''$ East a distance of 284.11 feet;
32. South $86^{\circ} 33' 27''$ East a distance of 131.64 feet;
33. South $69^{\circ} 41' 38''$ East a distance of 213.48 feet;
34. South $77^{\circ} 11' 24''$ East a distance of 655.09 feet;
35. North $76^{\circ} 51' 10''$ East a distance of 80.17 feet;
36. North $47^{\circ} 40' 03''$ East a distance of 171.86 feet;
37. North $11^{\circ} 42' 13''$ West a distance of 65.05 feet;
38. North $28^{\circ} 19' 13''$ East a distance of 53.78 feet;
39. North $14^{\circ} 40' 00''$ East a distance of 24.43 feet;
40. South $73^{\circ} 47' 48''$ East a distance of 206.66 feet;
41. North $64^{\circ} 21' 44''$ East a distance of 34.79 feet;
42. South $74^{\circ} 23' 48''$ East a distance of 209.06 feet;
43. South $29^{\circ} 15' 37''$ East a distance of 32.62 feet;
44. South $74^{\circ} 30' 15''$ East a distance of 101.00 feet;
45. South $11^{\circ} 57' 08''$ West a distance of 67.64 feet;
46. South $60^{\circ} 44' 30''$ West a distance of 247.11 feet;
47. South $08^{\circ} 31' 23''$ West a distance of 253.67 feet;
48. South $41^{\circ} 35' 40''$ East a distance of 185.38 feet;
49. North $68^{\circ} 44' 36''$ East a distance of 1031.16 feet;

50. South 70° 30' 45" East a distance of 83.40 feet;
51. South 16° 56' 10" West a distance of 33.25 feet;
52. South 83° 32' 09" East a distance of 246.51 feet;
53. North 84° 15' 07" East a distance of 114.35 feet;
54. South 88° 09' 51" East a distance of 132.39 feet;
55. North 85° 20' 33" East a distance of 311.92 feet;
56. North 79° 37' 48" East a distance of 254.57 feet;
57. North 60° 19' 15" East a distance of 66.11 feet to a 1/2" iron rod with cap set for the northeast corner of this tract and being in the west line of the tract of land conveyed by Sun Pipe Line Company to W. P. Gage of record in Volume 226, Page 461 of the Deed Records of Jefferson County, Texas;

THENCE South 03° 47' 19" East with the west line of said W. P. Gage tract a distance of 962.63 feet to a chain link fence corner post found for an angle point in said west line;

THENCE South 38° 24' 10" West with the west line of said W. P. Gage tract a distance of 8811.58 feet to a 1/2" iron rod with cap set for the southeast corner of this tract and same being the southwest corner of said W. P. Gage tract and being in the north right of way line of the Kansas City Southern Railway Company, formerly the Texarkana & Fort Smith Railway Company, that runs north of and adjacent to F. M. Highway 366;

THENCE South 77° 00' 53" West with the north right of way line of said railroad a distance of 1132.93 feet to a 1/2" iron rod with cap set for the beginning of a curve with a radius of 954.29 feet and a central angle of 40° 17' 34" to the right;

THENCE in a westerly direction with the north right of way line of said railroad on said curve with a radius of 954.29 feet a distance of 671.09 feet to a 1/2" iron rod with cap set for the end of said curve, the chord for said curve is North 82° 50' 20" West and 657.35 feet in length, said point is in the north right of way for said railroad that runs north of and adjacent to State Highway 347;

THENCE North 47° 48' 46" West with the north right of way line of said railroad a distance of 3109.73 feet to the place of BEGINNING.

Said tract of land herein described contains 741.536 acres of land, more or less, with the tabulation of the area located in the surveys as follows:

William Carroll Survey, Abstract Number 13 contains	119.790 acres
A. J. Stewart Survey, Abstract Number 399 contains	31.385 acres
Ogister Montee Survey, Abstract Number 177 contains	126.442 acres

Burr & Caswell Survey, Abstract Number 406 contains	98.778 acres
John C. Kucher Survey, Abstract Number 158 contains	135.268 acres
Joseph Turner Survey, Abstract Number 205 contains	158.153 acres
Otto Roff Survey, Abstract Number 194 contains	0.938 acre
William McFaddin Survey, Abstract Number 181 contains	2.323 acres
James McDaniel Survey, Abstract Number 169 contains	68.459 acres
TOTAL	741.536 acres

**10.770 ACRES OF LAND
OUT OF THE WILLIAM CARROLL SURVEY, ABSTRACT NO. 13,
JEFFERSON COUNTY, TEXAS**

BEING 10.770 acres of land out of and a part of the William Carroll Survey, Abstract No. 13, Jefferson County, Texas, being part of a (Called 267.492) acre tract of land conveyed to the City of Nederland, recorded in Film Code 100-87-0110, Official Public Records, Jefferson County, Texas; said 10.770 acre tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a 5/8" steel rod found for the most Southerly corner of a (Called 4.00) acre tract of land conveyed to the City of Nederland, recorded in Volume 849, Page 264, Deed Records, Jefferson County, Texas; said 5/8" steel rod being on the Northeasterly line of a 100' wide Kansas City Southern Railroad right of way, and the most Easterly corner of a (Called 72) acre tract of land, conveyed to Sun Oil Company, recorded as Tract Sixth in Volume 190, Page 165, Deed Records, Jefferson County, Texas;

THENCE, North 45 deg., 14 min., 59 sec., East, on the common line of the (Called 4.00) and (Called 72) acre tracts, a distance of 460.77' to a 1" steel pipe found for the **POINT OF BEGINNING** and most southerly Southwest corner of the herein described tract; said 1" steel pipe being the Northwest corner of the (Called 72) acre tract, the most Southerly Southwest corner of the (Called 267.492) acre tract, and having a state plane coordinate of N:13942442.20, E:3548268.57;

THENCE, North 45 deg., 14 min., 59 sec., East (Called North 44 deg., 24 min., 11 sec., East), on the Southeasterly line of the (Called 4.00) acre tract, same being the Southerly line of the (Called 267.492) acre tract, a distance of 124.23' (Called 129') to a point for corner being the most Easterly corner of the (Called 4.00) acre tract; said point for corner being an interior corner of the (Called 267.492) acre tract, and an interior corner of the herein described tract;

THENCE, North 49 deg., 33 min., 29 sec., West (Called North 50 deg., 44 min., 49 sec., West), on the Southerly line of the (Called 267.492) acre tract, the North line of the (Called 4.00) acre tract, the North line of a tract of land conveyed to AOI, Inc., recorded in File No. 2010023906, Official Public Records, Jefferson County, Texas, and the North line of a (Called 2.132) acre tract of land conveyed to Absolute Holdings, LLC, recorded in File No. 2007013262, Official Public Records, Jefferson County, Texas, a distance of 657.70' (Called 652.00') to a 1/2" steel rod, capped, and marked "SOUTEX" found for a common corner of the (Called 2.132) acre tract and a (Called 4.000) acre tract of land conveyed to Pedro Esquivel, recorded in File No. 2008004114, Official Public Records, Jefferson County, Texas; said 1/2" steel rod being an angle point in the Southwesterly line of the herein described tract;

THENCE, North 47 deg., 40 min., 58 sec., West (Called North 46 deg., 26 min., 40 sec., West), on the North line of the (Called 4.000) acre tract, a distance of 44.08' to a point for corner being the most Westerly corner of the herein described tract; from which a 2" steel pipe found in concrete on the North line of a (Called 3.405) acre tract of land conveyed to F L Tucker, LTD, recorded in File No. 2006027547, Official Public Records, Jefferson County, Texas, bears North 47 deg., 40 min., 58 sec., West (Called North 46 deg., 26 min., 40 sec., West), a distance of 568.92';

THENCE, North 42 deg., 01 min., 36 sec., East, a distance of 410.10' to a point for corner;

THENCE, North 88 deg., 21 min., 15 sec., East, a distance of 474.33' to a point for corner being the Northeast corner of the herein described tract;

THENCE, South 00 deg., 00 min., 00 sec., West, a distance of 798.90' to a point for corner being an interior corner of the herein described tract;

THENCE, South 66 deg., 53 min., 32 sec., East, a distance of 178.96' to a point for corner on a Westerly line of a (Called 71.3695) acre tract of land, described in an affidavit to the public, recorded in Film Code 103-22-0525, Official Public Records, Jefferson County, Texas; said point for corner being the most Easterly corner of the herein described tract;

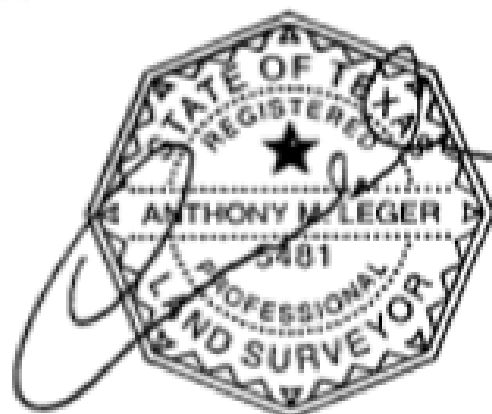
THENCE, South 50 deg., 41 min., 14 sec., West, on a Westerly line of the (Called 71.3695) acre tract, a distance of 200.00' to a point for corner on the North line of the (Called 72) acre tract and being the Southeast corner of the herein described tract; from which a ½" steel rod, capped, and marked "SESCO" found for reference, having a state plane coordinate of N:13942198.16, E:3548915.02, bears, South 66 deg., 53 min., 32 sec., East (Called South 66 deg., 57 min., 48 sec., East), a distance of 350.00'; from said ½" steel rod, capped, and marked "SESCO" a second ½" steel rod, capped, and marked "SESCO" found on the South line of the (Called 71.3695) acre tract, having a state plane coordinate of N:13942102.64, E:3549704.69, bears, for DEED REFERENCE BEARING = South 80 deg., 40 min., 36 sec., East, a distance of 795.43' (Called 795.60');

THENCE, North 66 deg., 53 min., 32 sec., West (Called North 66 deg., 57 min., 48 sec., West), on the North line of the (Called 72) acre tract, a distance of 340.98' to the **POINT OF BEGINNING** containing 10.770 acres of land, more or less.

Coordinates are based on the State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, having a Scale Factor of 0.999929084, and a convergence angle of 02 deg., 26 min., 44 sec.,

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on September 22, 2011.

City of Nederland
LS-11-0525



A 71.3695 Acre, more or less, tract of land containing a closed municipal solid waste landfill located between the Neches River and State Highway 347 just west of Sun Marine Terminals, Inc. Sunoco Dock "5" Road, said tract being out of the Southeastern portion of a 267.492 acre, more or less, tract conveyed to the City of Nederland from Sun Marine Terminals, Inc. filed December 27, 1984 in Film Code 100-87-0110 (8438971) of the Deed Records of Jefferson County, Texas, said 71.3695 acre tract being more fully described by metes and bounds as follows:

For a locative point begin at a 2" Pipe in the East line of the William Carroll League, Abstract 13, also being the Northwest corner of the A. J. Stewart Survey, Abstract 399, all in Jefferson County, Texas; Thence: S. 87 deg. 31 min. 15 sec. E. along the North line of the said Stewart Survey a distance of 83.33 feet to Northeast corner of said Stewart Survey, same being the Northwest corner of the O. Montee Survey, Abstract 177 and a point for corner on the West side of Sunoco Dock "5" Road; Thence: S. 2 deg. 28 min. 45 sec. W. along the East line of said Stewart Survey and the West line of said Montee Survey a distance of 124.75 feet to the POINT OF BEGINNING of the herein described 71.3691 acre, more or less, tract;

- Thence: Continuing S. 2 deg. 28 min. 45 sec. W. a distance of 1,700.00 feet to a point for corner;
- Thence: N. 87 deg. 31 min. 15 sec. W. a distance of 1,102.42 feet to a point for corner;
- Thence: N. 80 deg. 40 min. 36 sec. W. a distance of 795.60 feet to a point for corner;
- Thence: N. 66 deg. 57 min. 48 sec. W. a distance of 350.00 feet to a point for corner;
- Thence: N. 50 deg. 41 min. 14 sec. E. a distance of 603.65 feet to a point for corner;
- Thence: N. 2 deg. 28 min. 45 sec. E. a distance of 1,080.00 feet to a point for corner;
- Thence: S. 87 deg. 31 min. 15 sec. E. a distance of 1,770.00 feet to the POINT OF BEGINNING;

Contains: 71.3695 acres, more or less.

Return to
 City of Nederland
 P. O. Box 967
 Nederland, TX 77627

BEING a 3.029-acre tract of land, being all of that certain Remainder of the City of Nederland, Texas called 4.00-acre tract of land, being more fully described and recorded in Volume 849, Page 264 of the Deed Records of Jefferson County, Texas. Said 3.029-acre tract being situated in the William Carroll Survey, Abstract No. 13, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the South corner of the herein described tract and the remainder of said 4.00-acre tract, same being the Southwest corner of that certain Sunoco Partners Marketing & Terminals, L.P. called 741.536-acre tract of land, being more fully described and recorded in Clerk's File No. 2012042125 of the Official Public Records of Jefferson County, Texas, same being in the North right-of-way line of the Kansas City Southern Railway Company (100 foot wide right-of-way);

THENCE North 47 deg. 48 min. 02 sec. West, along and with the Southwest line of the remainder of said 4.00-acre tract, same being the North right-of-way line of the Kansas City Southern Railway Company, a distance of 216.26 feet to a point for corner at the West corner of the herein described tract and the remainder of said 4.00-acre tract, same being the South corner of that certain AOI, Inc. called 0.965-acre tract of land, being more fully described as Tract 111, and recorded in Clerk's File No. 2010023906 of said Official Public Records, from which a 1-1/2 inch iron pipe found for the Southwest corner of that certain Kansas City Southern Railway Company called 11.84-acre tract of land, more fully described as First tract and recorded in Volume 903, Page 565 of said Deed Records, same being the Southeast corner of that certain Jefferson County South LLC called 503.193-acre tract of land, more fully described as Tract VII and recorded in

Clerk's File No. 2022018289 of said Official Public Records, same being on the West line of said Abstract No. 13 and the East line of the J. S. Johnson Survey, Abstract No. 34, Jefferson County, Texas bears North 47 deg. 48 sec. 02 min. West along and with the Northeast line of said Kansas City South Railway Company 100-foot-wide right-of-way, a distance of 4812.70 feet;

THENCE North 39 deg. 06 min. 25 sec. East, along and with the Northwest line of the remainder of said 4.00-acre tract, same being the Southeast line of said Tract 111, at a distance of 3.46 feet pass a 1/2-inch iron rod found in line, continuing a total distance of 563.00 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING, INC." set for the North corner of the herein described tract and the remainder of said 4.00-acre tract, same being the East corner of said Tract III, same being in the South line of that certain City of Nederland, Texas called 267.492-acre tract of land, being more fully described and recorded in Film Code No. 100-87-0110 of said Official Public Records and that certain City of Nederland, Texas Affidavit to the Public called 10.770-acre tract of land, being more fully described and recorded in Clerk's File No. 2011036122 of said Official Public Records from which a 2 inch iron pipe in concrete found on the Southwest line of the said 267.492-acre tract bears North 53 deg. 12 min. 02 sec. West, 406.81 feet and North 48 deg. 53 min. 53 sec. West, a distance of 610.46 feet;

THENCE South 53 deg. 12 min. 02 sec. East, along and with the Northeast line of the herein described tract and the remainder of said 4.00-acre tract, same being a Southwest line of said 267.492-acre tract and said 10.770-acre tract, a distance of 244.28 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING, INC." set for the East corner of the herein described tract and the remainder of said 4.00-acre tract, same being and ell corner in the South line of said 267.492-acre tract and said 10.770-acre tract;

THENCE South 41 deg. 56 min. 00 sec. West, along and with the Southeast line of the herein described tract and the remainder of said 4.00-acre tract, same being a Northeast line of said 267.292-acre tract and said 10.770-acre tract, a distance of 128.80 feet to a 5/8-inch iron rod found at an angle corner in the Southeast line of the herein described tract and the remainder of said 4.00-acre tract, same being the most southern Southwest corner of said 267.292-acre tract and said 10.770-acre tract, same being an angle corner of said 741.536-acre tract;

THENCE South 41 deg. 50 min. 32 sec. West, along and with the East line of the herein described tract and the remainder of said 4.00-acre tract, same being a West line of said 741.536-acre tract, a distance of 456.39 feet to the POINT OF BEGINNING, containing 3.029-acres of land, more or less.



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJASURVEY.com TBPELS 10194382

Exhibit "B-4"

October 19, 2022
Revised October 9, 2023

Surveyor's Field Note Description

BEING a 0.964-acre tract of land, being out of that certain City of Nederland, Texas called 267.492-acre tract of land, more fully described and recorded in Film Code No. 100-87-0110 of the Official Public Records of Jefferson County, Texas, that certain City of Nederland Affidavit to the Public called 71.3695-acre tract of land, more fully described and recorded in Clerk's File No. 9017703 of said Official Public Records, and that certain City of Nederland Affidavit to the Public called 10.770-acre tract of land, being more fully described and recorded in Clerk's File No. 2011036122 of said Official Public Records. Said 0.964-acre tract being situated in the William Carroll Survey, Abstract No. 13 of Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found and being in the East line of that certain Remainder of the City of Nederland, Texas called 4.00-acre tract of land, being more fully described and recorded in Volume 849, Page 264 of the Deed Records of Jefferson County, Texas, same being the most southern Southwest corner of said 267.292-acre tract and said 10.770-acre tract, same being an angle corner in the West line of that certain Sunoco Partners Marketing & Terminals, L.P. called 741.536-acre tract of land, being more fully described and recorded in Clerk's File No. 2012042125 of said Official Public Records, from which a 1/2-inch iron rod found at the Southeast corner of said remainder of 4.00-acre tract, same being an angle corner in the West line of said 741.536-acre tract, same being in the North right-of-way line of the Kansas City Southern Railway Company (100-foot wide right-of-way), bears South 41 deg. 50 min. 32 sec. West, a distance of 456.39 feet;

THENCE North 41 deg. 56 min. 00 sec. East, along and with the Southeast line of said remainder of 4.00-acre tract, same being a West line of said 267.292-acre tract and said 10.770-acre tract, a distance of 128.80 feet to a 5/8-inch iron rod found for the Northeast of the remainder of said 4.00-acre tract, same being an ell corner in the West line of said 267.492-acre tract and said 10.770-acre tract and being the Northwest corner of the herein described tract;

THENCE South 58 deg. 59 min. 27 sec. East, over and across said 267.492-acre tract, said 10.770-acre tract and that certain City of Nederland, Texas Affidavit to the Public called 71.3695-acre tract of land, more fully described and recorded in Clerk's File No. 9017703 of said Official Public Records, a distance of 664.09 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING, INC." set for the Southeast corner of the herein described tract, same being at an angle corner in the South line of said 267.492-acre tract and said 71.365-acre tract, same being an angle corner in the North line of said 741.536-acre tract;

THENCE North 69 deg. 23 min. 59 sec. West, along and with the South line of said 267.492-acre tract, said 71.3695-acre tract and said 10.770-acre tract, same being the North line of said 741.536-acre tract, a distance of 700.06 feet to the **POINT OF BEGINNING**, containing 0.964-acre of land, more or less.

(This description is based upon a survey made on the ground under my direct supervision on May 12, 2022 and is being submitted along with a survey plat showing the property and facts found as described herein. All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (U.S. Survey Foot). All distances and acreages are surface with a combined scale factor of 1.000070.)



Wesley Kyle Maxey
Registered Professional Land Surveyor No. 6536

10/9/2023



TRACT 3:

BEING a 0.85-acre tract of land, being out of that certain City of Nederland, Texas called 267.492-acre tract of land, more fully described and recorded in Film Code No. 100-87-0110 of the Official Public Records of Jefferson County, Texas, and that certain City of Nederland, Texas Affidavit to the Public called 71.3695-acre tract of land, more fully described and recorded in Clerk's File No. 9017703 of said Official Public Records. Said 0.85-acre tract being situated in the Andrew J. Stewart Survey, Abstract No. 399 of Jefferson County, Texas and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found at an South angle corner in the South line of said 267.492-acre tract and said 71.3695-acre tract, same being an angle corner in the North line of that certain Sunoco Partners Marketing & Terminals, LP. called 741.536-acre tract of land, being more fully described and recorded in Clerk's File No. 2012042125 of said Official Public Records;

THENCE South 89 deg. 55 min. 11 sec. East, along and with the South line of said 267.492-acre tract and said 71.3695-acre tract, same being the North line of said 741.536-acre tract, a distance of 663.14 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING, INC." set for the POINT OF BEGINNING and the Southwest corner of the herein described tract;

THENCE North 69 deg. 08 min. 56 sec. East, over and across said 267.492-acre tract and said 71.3695-acre tract, a distance of 470.09 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING, INC." set in the East line of said 267.492-acre tract and said 71.3695-acre tract, same being in the North line of said 741.536-acre tract, from which a 5/8 inch iron rod found in the East line of said 267.492-acre tract and 71.3695-acre tract, same being an angle corner in the North line of said 741.536-acre tract and the Southwest corner of that certain Sunoco Partners Marketing & Terminals, L.P. called 247.794-acre tract of land, being more fully described and recorded in Clerk's File No. 2013014142 of said Official Public Records, bears North 00 deg. 01 min. 01 sec. East, a distance of 27.35 feet;

THENCE South 00 deg. 01 min. 01 sec. West, along and with the East line of said 267.492-acre tract and said 71.3695-acre tract, same being the North line of said 741.536-acre tract, a distance of 167.94 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING, INC." set for the Southeast corner of the herein described tract, same being the Southeast corner of said 267.492-acre tract and said 71.3695-acre tract, same being an angle corner in the North line of said 741.536-acre tract;

THENCE North 89 deg. 55 min. 11 sec. West, along and with the South line of said 267.492-acre tract and said 71.3695-acre tract, same being the North line of said 741.536-acre tract, a distance of 439.25 feet to the POINT OF BEGINNING, containing 0.85-acre of land, more or less.

Easement Estate as created and defined by that certain Deed, dated February 1, 1952, by and between C. N. Beard, Sr. and Pearl Beard and the City of Nederland, Texas, filed March 11, 1952, recorded in/under Volume 849, Page 264, Deed Records, Jefferson County, Texas.

Being the Easterly forty feet of Lot One (E 40' of 1) of the BEARD ADDITION to the Town of Nederland, Jefferson County, Texas, as per recorded map or plat of record in the office of the County Clerk, Jefferson County, Texas, and being more particularly described as follows:

For a locative and beginning corner, an iron pipe in the southeast corner of Lot 1, Beard Addition; same being in the East line of Highway #347;

Thence along the existing Sun Oil Company fence N 46 deg. 14 min. E 165.0 ft. to an iron stake in the South right-of-way of the K.C.S. Railroad, for corner;

SIXTH TRACT: Being 72-42/100 acres of land, more or less, out of the W.W. Carroll League Survey⁸⁶ in Jefferson County, Texas, described by field notes as follows: Beginning at the S.W. corner of the A. J. Stewart Survey, and N.W. corner of the Wm. McFaddin survey, on the east line of the W.W. Carroll league; thence with said line North 13 East 5-1/10 varas to a stake; thence North 48 West 933-7/10 varas to a stake for corner, at Beaumont Pasture Company's fence; N. 40 15 East 224 varas stake on edge of Marsh; Thence South 79 36 East 669-1/10 varas stake at edge of marsh on east line of said Carroll league; thence South 13 West 771 varas to the beginning.

THE STATE OF TEXAS

563024

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That we, James Norman Gray and wife, Verdie Lee Gray, of the County of Jefferson, State of Texas, are the owners of the following described property, to-wit:

Lot One (1) and the East Thirty-seven feet (E. 37') of Lot Two (2) in Block Thirty-four (34) of the McFADDIN SECOND ADDITION to the City of Beaumont, Jefferson County, Texas, as per map or plat thereof of record in the office of the County Clerk of said County and State,

and that there is now unpaid the sum of One Hundred Forty Three and 92/100 (\$143.92) Dollars, due for delinquent taxes against said property to the Tax Collector of Beaumont Independent School District, Beaumont, Texas; and,

We have requested First Federal Savings and Loan Association of Beaumont to pay said taxes with the understanding and agreement that the said Tax Collector shall transfer to the said First Federal Savings and Loan Association of Beaumont all taxes due by us, together with the tax lien thereon.

Being 152.965 acres of land, more or less, out of and a part of the Ogister Montee Survey, Abstract Number 177, Joseph Turner Survey, Abstract Number 205 and the Otto Roff Survey, Abstract Number 194, all in Jefferson County, Texas and being the remainder of the called 165.30 acre tract that was conveyed to Sun Oil Company by deed of record in Volume 602, Page 473 of the Deed Records of Jefferson County, Texas. Said 152.965 acre tract of land being described as follows:

The bearings shown herein are based on the Texas State Plain Grid Coordinates for Texas Central South Zone NAD 83 and the distances shown herein are true distances, to obtain grid distances multiply by the scale factor of 0.99993.

BEGINNING at a 1 1/2" iron pipe found for the easterly southeast corner of said called 165.30 acre tract, the coordinates for said corner are Y= 13,938,457.65 North and X= 3,554,713.86 East with a convergence angle of 02° 27' 19";

THENCE North 53° 22' 25" West with the northerly south line of said called 165.30 acre tract a distance of 1620.20 feet to a 1/2" iron rod with cap set for corner and being on the northeasterly side of Helena Street;

THENCE South 36° 19' 27" West with the westerly east line of said called 165.30 acre tract at 50.00 feet is a 1/2" iron rod set in the southeasterly line of said Helena Street and continuing on said course with the westerly east line of said called 165.30 acre tract for a total distance of 1100.54 feet to a 1" iron pipe found for the northwesterly corner of Lot 7 of the Rienstra Acres Subdivision, plat of which is recorded in Volume 6, Page 157 of the Map Records of Jefferson County, Texas;

THENCE South 53° 14' 12" East with the northerly line of said Lot 7 a distance of 274.67 feet to a 1" iron pipe found for the northeasterly corner of same and being in the westerly line of Helena Avenue;

THENCE South $36^{\circ} 34' 53''$ West with the easterly line of said Lot 7 and the westerly line of said Helena Avenue a distance of 111.63 feet to a 1" iron pipe found for the southeasterly corner of said Lot 7;

THENCE North $53^{\circ} 14' 49''$ West with the southerly line of said Lot 7 a distance of 274.17 feet to a 1" iron pipe found for the southwesterly corner of said Lot 7 and being in the easterly line of said called 165.30 acre tract;

THENCE South $36^{\circ} 19' 27''$ West with the southeasterly line of said called 165.30 acre tract and the northwesterly line of said Rienstra Acres Subdivision a distance of 292.28 feet to a Southwestern Bell Telephone Company concrete marker found for the most southerly southeast corner of said called 165.30 acre tract and the southwesterly corner of Lot 10 of said Rienstra Acres Subdivision and being in the northerly right of way line of the Kansas City Southern Railway Company, formerly the Texarkana & Fort Smith Railway Company right of way that is adjacent to State Highway 347;

THENCE North $51^{\circ} 49' 32''$ West with the northerly right of way line of said Kansas City Southern Railway Company and same being the southwesterly line of said called 165.30 acre tract a distance of 1516.07 feet to a concrete monument found for the southwest corner of said called 165.30 acre tract, same being the southeast corner of the Kansas City Southern Railway Company tract described in the deed of record in Volume 448, Page 460 of the Deed Records of Jefferson County, Texas;

THENCE North $03^{\circ} 51' 28''$ East with the west line of said called 165.30 acre tract a distance of 731.56 feet to a 1/2" iron rod with cap set for the northwest corner of this tract and being in the south right of way line of F. M. Highway 366;

THENCE North $76^{\circ} 57' 47''$ East with the south right of way line of said F. M. Highway 366 a distance of 652.18 feet to a concrete right of way marker found for an angle point in said highway right of way line;

THENCE North $78^{\circ} 15' 47''$ East with the south right of way line of said F. M. Highway 366 at 403.08 feet is a 1/2" iron rod with cap set at the intersection of the southeasterly right of way line of said Helena Street and at 469.98 feet is a 1/2" iron rod with cap set at the intersection of the northeasterly right of way line of said Helena Street and continuing on said course with the south right of way line of said F. M. Highway 366 for a total distance of 605.00 feet to a 1/2" iron rod with cap set for an angle point in said highway right of way line;

THENCE North $78^{\circ} 20' 47''$ East with the south right of way line of said F. M. Highway 366 a distance of 1634.00 feet to a 1/2" iron rod with cap set for an angle point in said highway right of way line;

THENCE North $78^{\circ} 33' 45''$ East with the south right of way line of said F. M. Highway 366 a distance of 873.00 feet to a 1/2" iron rod with cap set for an angle point in said highway right of way line;

THENCE North $78^{\circ} 51' 48''$ East with the south right of way line of said F. M. Highway 366 a distance of 1047.25 feet to a 1/2" iron rod with cap set for the northeast corner of this tract

and being in the east line of said called 165.30 acre tract and same being the east line of said Joseph Turner Survey, Abstract Number 205;

THENCE South 03° 16' 19" East with the east line of said called 165.30 acre tract and said Joseph Turner Survey and the Otto Roff Survey, Abstract Number 194 a distance of 688.67 feet to a 1/2" iron rod with cap set for corner;

THENCE South 85° 01' 16" West with southeasterly line of said called 165.30 acre tract a distance of 156.35 feet to a 1/2" iron rod with cap set for an angle point in the southeasterly line of said called 165.30 acre tract;

THENCE South 36° 37' 35" West with the southeasterly line of said called 165.30 acre tract a distance of 2113.15 feet to the place of BEGINNING.

Said tract of land herein described contains 152.965 acres of land, more or less, with 1.368 acres being located in Helena Street right of way leaving a net acreage of 151.597 acres.

The tabulation of the acreage located in the surveys is as follows:

Ogister Montee Survey, Abstract Number 177	40.297 acres
Otto Roff Survey, Abstract Number 194	89.918 acres
Joseph Turner Survey, Abstract Number 205	22.75 acres
TOTAL	152.965 acres

STATE OF TEXAS § IN THE COMMISSIONERS COURT 91
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 401 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 19th day of March, 2024 on motion made by Cary Erickson, Commissioner of Precinct No 2, and seconded by Everette "Bo" Alfred, Commissioner of Precinct No 4, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the county to designate the Flexport-Petchem facilities in Nederland, TX a reinvestment zone, pursuant to Sec, 312 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the ETC Marketing LTD property, at 2300 N. Twin City Hwy, Nederland, TX (mailing purposes only), Jefferson County, Texas 77627, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone"). Within the four parcels of land designated by this Reinvestment Zone ETC Marketing Ltd. intends to erect facilities for the purpose of exploration, storage and marketing of petroleum and minerals. This Zone is comprised of three parcels designated on Exhibit "A" as Parcels A, B and C therein.
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the 19th day of MARCH, 2024.

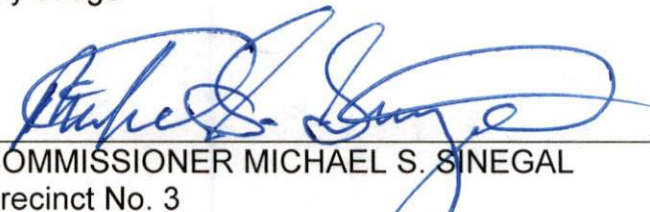
- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or 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 19th day of MARCH, 2024.

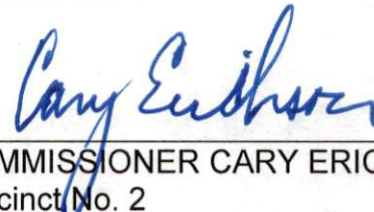


JEFF R. BRANICK
County Judge

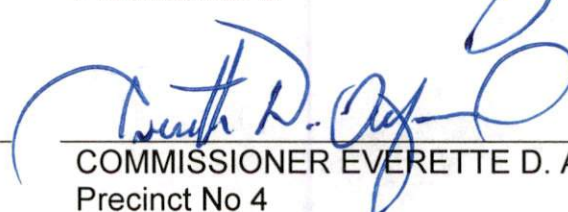
COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No 4



AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES
FOR THE EDUCATION OF NURSING, AND HEALTH
EDUCATION STUDENTS

between

Lamar University

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

CONTENT

- I. AGREEMENT
- II. UNIVERSITY RESPONSIBILITY
- III. CLINICAL AFFILIATE RESPONSIBILITY
- IV. TERMS OF AGREEMENT

AFFILIATION AGREEMENT
 between
LAMAR UNIVERSITY
 and
JEFFERSON COUNTY HEALTH AND WELFARE

This AGREEMENT ("Agreement") is made and entered into by and between Lamar University, ("University"), a component of the Texas State University System, with an office located at 4400 MLK Pkwy, Beaumont, TX 77710 and Jefferson County Public Health Department, ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of nursing students and health education students, the parties agree as follows:

1. It is mutually agreed by the Clinical Affiliate and the University that the educational program and curricula of the University is and shall be the responsibility of, and shall be carried out under the direction of personnel of the University. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the University and student in such training.
2. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
3. It is mutually agreed that clinical experiences for students/ interns enrolled in programs in the nursing, pharmacy and health education programs of the University will be provided at the Clinical Affiliate and the University will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
4. It is mutually agreed that University faculty will select and assign students/interns for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The University shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the University will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
5. It is mutually agreed that the University does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
6. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the University and the Clinical Affiliate. The University shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The University will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.

7. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any reason without notice and without recourse by the student, Faculty or University.
8. It is mutually agreed that representatives of the University and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.
9. It is mutually agreed that the University will comply with all regulatory and accreditation agency standards.
10. In the event an intern or University member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the intern, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the University of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. University will provide the Clinical Affiliate evidence of appropriate insurance coverage during each rotation.
11. The parties agree that the sole purpose of this agreement is to facilitate learning for the interns and that the Clinical Affiliate is volunteering to participate in this program and that the interns will occupy the status of "licensee" as that term is interpreted by Texas law. The interns participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

To any out these general areas of agreement, The University is responsible for, and agrees to:

1. Protect the health and safety of all parties by:
 - a. Requiring intern liability insurance coverage at no cost to the Clinical Affiliate;
 - b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
 - c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
 - d. Providing, or otherwise arranging for, faculty and intern orientation to the Clinical Affiliate, its major policies, rules and regulations.
 - e. Adequately indoctrinate interns to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.
2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for interns prior to each semester. The University representative will provide parties with:
 - a. Names of students;
 - b. Name(s) of faculty;
 - c. Dates, days, times of clinical practice periods as previously agreed upon (in 1,6).
3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
5. The individual intern is responsible for equipment damaged or broken due to the student's negligence.
6. University shall require all interns, faculty, employees, agents, and representatives of Institute participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
7. To the extent permitted by Texas law, each party agrees to indemnify and hold harmless the other from the negligent acts of its own employees, and agents. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the University program for the purpose of clinical education of interns.
2. Provide, to the extent reasonable, conference rooms for intern education, office space for faculty, and locker rooms or other secure space for faculty and interns to store coats, books, etc., while on duty.
3. Allow interns and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.
4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of interns during the program shall be and remain solely with intern, Faculty and University and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any intern for any services rendered by the intern during this training.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of two (2) years commencing upon the Effective Date of March, 2024 through March 2025. This agreement may be renewed for another term if both parties agree in writing.

The undersigned parties have caused this Memorandum of Understanding to become effective on the date when executed by both parties and will terminate upon the completion of the field experience course(s).

Lamar University

By: _____
Title: Provost & VP for Academic Affairs
Date: _____

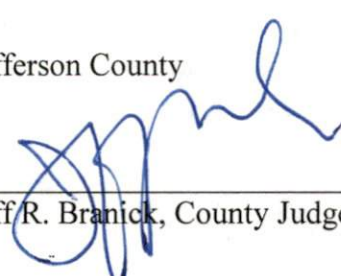
Jefferson County Public Health Department
1295 Pearl St, Beaumont, TX 77701

By: _____
Dr. Ezea Ede, Public Health Director
Jefferson County Public Health Department
1295 Pearl St.
Beaumont, TX 77701

Date: _____

Jefferson County

Jeff R. Branick, County Judge



Date: 3-19-24

Student

Date: _____



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 19 day of March, 2024, on motion made by Gary Erickson, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

AMERICAN RED CROSS

Whereas, during American Red Cross Month in March, we celebrate the humanitarian spirit of Jefferson County and reaffirm our commitment to help ensure no one faces a crisis alone; and

Whereas, caring for one another is at the heart of our community and exemplified by the people of Jefferson County, whose simple acts of kindness through the Red Cross provide help and hope in people's most difficult moments — continuing the lifesaving legacy of Clara Barton, who founded the organization more than 140 years ago to prevent and alleviate human suffering; and

Whereas, every day, these ordinary individuals lend a helping hand to make an extraordinary difference for neighbors in need — whether it's providing emergency shelter, food and comfort for families displaced by home fires and other disasters; donating lifesaving blood for cancer patients, accident victims, and people with sickle cell disease and other life-threatening conditions; supporting military members and veterans, along with their families and caregivers, through the unique challenges of service; using vital skills like first aid and CPR to help others survive medical emergencies; or delivering international humanitarian aid and reconnecting loved ones separated by crises around the world; and

Whereas, their support, volunteerism and generous donations are critical to our community's resilience. We hereby recognize this month of March in honor of all those who fulfill Clara Barton's noble words, "You must never think of anything except the need and how to meet it," and ask everyone to join in this commitment.

NOW, THEREFORE, BE IT PROCLAIMED by the Commissioners Court that March 2024 is proclaimed Red Cross Month. I encourage all citizens of Jefferson County to reach out and support its humanitarian mission.

Signed this 19th day of MARCH, 2024

 JUDGE JEFF R. BRANICK
 County Judge



 COMMISSIONER VERNON PIERCE
 Precinct No. 1

Michael S. Sinegal
 MICHAEL S. SINEGAL
 Precinct No. 3

Gary Erickson
 COMMISSIONER CARY ERICKSON
 Precinct No. 2

Everette D. Alfred
 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 19 day of March, 2024, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

YMBL SOUTH TEXAS STATE FAIR DAYS IN JEFFERSON COUNTY

WHEREAS, the 80th Annual YMBL South Texas State Fair is slated for **March 21st** through **March 31st, 2024** in Ford Park; and

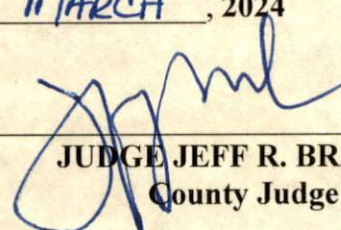
WHEREAS, revenue from the Fair is used by the YMBL to help fund and support various charitable groups and in the past many years the YMBL has been able to provide them millions of dollars; and

WHEREAS, this is a once a year opportunity for Southeast Texans to enjoy world-class fun and entertainment fit for the entire family; and

WHEREAS, the Fair is the only project that actually brings in revenue for the YMBL to grow their ability to serve our area's various charitable groups;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas, hereby proclaims the days of **March 21 – March 31, 2024**, as **YMBL SOUTH TEXAS STATE FAIR DAYS IN JEFFERSON COUNTY** and we urge all citizens to attend and partake of the fun.


SIGNED this 19th day of MARCH, 2024



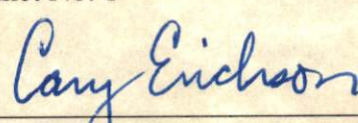
JUDGE JEFF R. BRANICK
 County Judge



COMMISSIONER VERNON PIERCE
 Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



COMMISSIONER CARY ERICKSON
 Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 19 day of March, 2024 on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

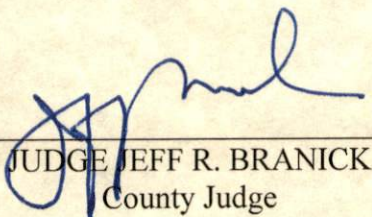
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 11, 2024; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created on the crawfish industry in Jefferson County and in the State by drought conditions and that the renewal of this Declaration of Disaster is necessary for the protection of property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 11, 2024 until same is amended or rescinded.

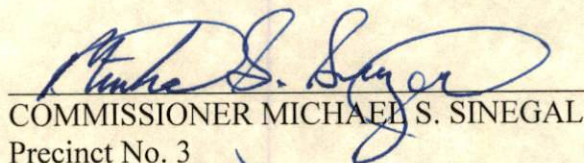
SIGNED this 19th day of MARCH, 2024.




JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



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Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

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

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

March 13, 2024

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

Gentlemen:

Enclosed is the Investment Schedule as of February 29, 2024, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.789%. The 90 day Treasury discount rate on February 29, 2024 was 5.25% and the interest on your checking accounts for the month of February was 4.97%

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

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

This should be on the agenda March 19, 2024, to be received and filed.


Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for February, 2024, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END FEBRUARY 29, 2024 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
TEXAS CLASS		\$0.00	\$0.00	100	0.000%		NONE			TX-01-0485-4001	TEXAS CLASS	\$0.00			\$0.00	\$0.00
CDs and Securities																
FHLB 5.00%	22-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	22-Jan-26	22-Oct-24	693	731	3130AYL79	NATIONAL ALLIANCE	\$1,996,500.00	\$99.8250	\$10,833.33	\$0.00	\$2,007,333.33
FNMA 5.00%	25-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	25-Jan-27	25-Oct-24	1061	1096	3135GAMC2	NATIONAL ALLIANCE	\$1,990,960.00	\$99.5480	\$10,000.00	\$0.00	\$2,000,960.00
FNMA 5.15% (NEW)	16-Feb-24	\$5,000,000.00	\$5,000,000.00	100	5.150%	12-Feb-27	12-Feb-25	1079	1092	3135GAR21	NATIONAL ALLIANCE	\$4,996,050.00	\$99.9210	\$10,729.17	\$0.00	\$5,006,779.17
FHLB 5.25%	06-Mar-23	\$3,000,000.00	\$3,000,000.00	100	5.250%	06-Mar-26	06-Mar-24	736	1096	3130ALYU2	NATIONAL ALLIANCE	\$1,999,780.00	\$99.9890	\$51,041.67	\$52,500.00	\$2,050,821.67
FNMA 5.05%	12-Apr-23	\$3,000,000.00	\$3,000,000.00	100	5.050%	12-Jul-24	12-Jul-23	134	457	3135GAG47	NATIONAL ALLIANCE	\$2,985,980.00	\$99.8660	\$58,485.83	\$75,750.00	\$3,054,475.83
FHLB 5.50%	18-Sep-23	\$3,000,000.00	\$3,000,000.00	100	5.500%	18-Sep-25	18-Jun-24	567	731	3130ATXK8	NATIONAL ALLIANCE	\$3,002,130.00	\$100.0710	\$74,708.33	\$0.00	\$3,076,838.33
FHLB 5.50%	21-Dec-23	\$2,000,000.00	\$2,000,000.00	100	5.500%	21-Dec-26	21-Mar-24	1026	1096	3130AYAZ2	NATIONAL ALLIANCE	\$1,999,920.00	\$99.9960	\$21,388.89	\$0.00	\$2,021,308.89
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Sep-22	305	914	3130AAGS2	WELLS SECURITIES	\$2,965,513.39	\$98.8504	\$19,697.92	\$174,375.00	\$2,985,211.31
FHLB 4.00%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	13-Sep-24	13-Dec-22	197	731	3134GXT61	WELLS SECURITIES	\$4,964,198.15	\$99.2840	\$93,333.33	\$200,000.00	\$5,057,531.48
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	4.000%	23-Sep-24	23-Mar-23	207	731	3130AT4M6	WELLS SECURITIES	\$3,969,315.72	\$99.2329	\$70,222.22	\$200,000.00	\$4,039,537.94
FHLB 4.00%	28-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	28-Mar-24	28-Oct-22	28	547	3130AT6U6	WELLS SECURITIES	\$4,994,791.45	\$99.8958	\$85,000.00	\$200,000.00	\$5,079,791.45
FHLB 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.080%	25-Oct-24	15-Jan-23	239	728	3134GK4M3	WELLS SECURITIES	\$4,991,962.65	\$99.8393	\$88,900.00	\$251,883.33	\$5,080,862.85
FHLB 5.21%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.210%	26-Nov-25	26-May-23	636	1092	3130ATX69	WELLS SECURITIES	\$4,975,001.60	\$99.5000	\$68,743.06	\$257,605.56	\$5,043,744.66
FHLB 5.25%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.250%	23-May-25	23-May-23	449	905	3134GY4R0	WELLS SECURITIES	\$4,982,858.65	\$99.6572	\$71,458.33	\$257,395.83	\$5,054,316.98
INVESTMENT ACCTS		TOTAL PAR	AMT INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TRES. RATE		WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE			0.00		TOTAL BOOK VALUE
CDs and Securities		\$0.00	\$0.00		4.789%	4.897%		471	DAYS		\$50,824,961.81			734,552.08	\$1,629,509.72	\$51,569,513.89
TOTALS ALL ACCTS:		\$51,000,000.00	\$51,000,000.00								\$50,824,961.81			734,552.08	\$1,629,509.72	\$51,569,513.89
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF FEBRUARY 29, 2024																
COMPLIANCE STATEMENT																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
 Tim Fumlock, Jefferson County Treasurer/Investment Officer																
MARKET VALUE OF PLEDGE SECURITIES																
BALANCE IN ALL ACCOUNTS: \$211,671,503.53																
OVER OR (UNDER) AMOUNT: \$38,328,486.47																
118.11%																
FEBRUARY 2024, JEFFERSON COUNTY INVESTMENT MATURITIES																
MATURED SECURITIES AND INTEREST EARNED																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS			ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
INVESTMENTS																
TEXAS CLASS																
FHLB 5.10%	01-May-23	\$3,000,000.00	\$3,000,000.00	100	5.100%	01-Feb-24	01-Feb-24	276	3130AVT77	NATIONAL ALLIANCE	\$38,250.00					MATURED
FHLB 5.02%	13-Feb-23	\$3,150,000.00	\$3,150,000.00	100	5.020%	13-Feb-25	13-Feb-24	731	3130AUU05	NATIONAL ALLIANCE	\$79,065.00					CALLLED
FHLB 3.375%	16-Aug-22	\$5,000,000.00	\$5,000,000.00	100	3.375%	16-Feb-24	16-Feb-24	549	3134GXMS0	WELLS SECURITIES	\$64,375.00					MATURED
FHLB 3.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	23-Feb-24	23-Feb-24	641	3130ARY99	WELLS SECURITIES	\$45,000.00					MATURED
CHECKING INTEREST																
POOLED CASH ACCT																
OTHER COUNTY ACCTS																
TAX LICENSE ACCT																
TOTAL		\$14,150,000.00	\$14,150,000.00								\$996,589.65				\$749,899.65	\$996,589.65

FISCAL YEAR 2023-2024

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YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	5.330%	\$625,734.93	5.070%		
NOVEMBER	5.250%	\$783,873.65	5.080%		
DECEMBER	5.200%	\$690,029.18	5.000%		
JANUARY	5.220%	\$783,694.01	4.950%		
FEBRUARY	5.250%	\$996,589.65	4.970%		
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		\$3,879,921.42		\$0.00	\$3,879,921.42