

RESOLUTION NO. 05-356

A RESOLUTION AS IT PERTAINS TO THE INDUSTRIAL
PARK COVENANTS AND RESTRICTIONS AT THE SPUR 93
BUSINESS PARK, MASTER PLAN AND LOT
CONFIGURATION

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation plans to develop the Spur 93 Business Park.

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation has approved the Master Plan which is to serve only as a guide to the development of the Business Park, a copy of which is attached as Exhibit "A".

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation Board has approved the change in the planned lot configurations as delineated in Exhibit "B" wherein Triangle Waste can be located on the 10 acre site 1a and Reliable Polymer Services can be located on the 10 acre site 1b.

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation has approved the covenants and restrictions attached as Exhibit "C".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council approves the Master Plan in substantially the same form as described in Exhibit "A" with the change in proposed acreage per lot and in the number of lots in Tract 1 as delineated in Exhibit "B" so that Triangle Waste can be located on the 10 acre site 1a and Reliable Polymer Services can be located on the 10 acre site 1b, as illustrated in Exhibit "B-1".

Section 3. That the City Council approves the Industrial Park covenants and restrictions in substantially the same form as described in Exhibit "C".

Section 4. That a copy of this caption be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 6th day of Dec., A.D., 2005, at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES: Mayor Ortiz; Mayor Pro Tem Thompson;
Council Members Lewis, Henderson, Beard, Prince
and Vinegar.

NOES: None.

Oscar S. Ortiz
OSCAR ORTIZ, MAYOR

ATTEST:

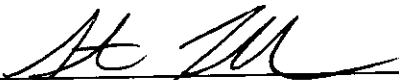
Evangelina Green
EVANGELINE GREEN, CITY SECRETARY

APPROVED AS TO FORM:



MARK T. SOKOLOW, CITY ATTORNEY

APPROVED FOR ADMINISTRATION:



STEPHEN FITZGIBBONS, CITY MANAGER

EXHIBIT “A”

New Business Park for Port Arthur Texas

Request for Approval from EDC Board and City Council to Complete Purchase of Land and Proceed with Design Phase of Project

Port Arthur Economic Development Corporation

February 13, 2001

The following summarizes the status of the subject project.

COMMITMENT PHASE

Based upon authorization by the EDC Board and City Council, the project moved into the current phase to validate the assumptions of the Feasibility Phase, complete due diligence on the site, select a Project Engineering team, complete a Master Plan, and confirm Budgets and Schedules prior to committing to development of the project.

Due Diligence

Environmental – Phase 1, Phase 2- Wetlands Issues –	Complete – No issues found Received Corps of Engineer's confirmation of NRCS ruling that excludes site from wetland regulations
Site Survey - Boundary- Topographic - Final Document -	Complete Complete Incorporating drill site location
Title - Title Policy - Pipelines - Un-documented Pipeline Other minor issues	Preliminary commitment received Located Abandonment in progress Resolved

Project Engineer

An Engineering firm was required to assist in completion of Master Plan (previously approved by EDC Board and City Council and fees included in Budget for Commitment Phase).

An Engineering firm is required for design, bid and award, and construction related services for development of Business Park. (agreement to be approved by EDC Board and City Council)

Engineering Selection Criteria

1.0 Project Organization (firm or combined team) - 15%

This criterion addresses the organization and overall capacity of the project engineering firm or team proposed for the project.

1.1 Structure of team (20%)
(simplicity and logic of team organization)

1.2 Capability of prime firm (20%)
(size, specialization in similar work)

1.3 Management, planning and design leadership assigned to the project (25%)
(resumes, references and interview)

1.4 Staff resources available for project (25%)
(numbers of qualified personnel in the specific disciplines required for project)

1.5 Production Technology (10%)
(workstations, hardware and software)

2.0 Experience and Reputation (emphasis on lead firm, if a team) - 30%

This criterion addresses the track record of the proposed firm or team with specific emphasis on the primary firm, if a team.

2.1 Previous experience with planning and design of business or industrial parks (20%)
(type, size and quality of work)

2.2 Previous experience with planning and design of municipal infrastructure systems (20%)
(type, size and quality of work)

2.3 Reputation for responsive service (20%)
(as determined from references)

2.4 Reputation for meeting schedules (20%)
(as determined from references)

2.5 Reputation for meeting construction cost budgets (20%)
(as determined from references)

3.0 Technical Proposal (emphasis of interview)- 35%

This criterion addresses the responsiveness of the firm or team's proposal to the specific issues and opportunities of the project. This criteria will be utilized to evaluate the "short list" teams or firms only.

3.1 Demonstrated understanding of the project (15%)
(from written proposal and interview)

3.2 Proposed work plan (30%)
(tasks, sequence, and deliverables)

3.3 Quality control process during design and construction (15%)
(plan backed with track record)

3.4 Cost control process (25%)
(plan backed with track record)

3.5 Project schedule (15%)
(milestones and completion dates backed by track record)

4.0 Local and Minority Participation - 20%

This criterion addresses the quality and extent of participation in the team by local and minority businesses.

4.1 Port Arthur Business (30%)
(percentage of work to be accomplished by firms with offices in Port Arthur)

4.2 Jefferson County Business (20%)
(percentage of work to be accomplished by firms with offices in Jefferson County)

4.3 Minority and Disadvantaged Business (50 %)
(percentage of work to be accomplished by such businesses)

Engineering Selection Process

The following summarizes the selection process implemented in the selection and recommendation of an engineering team to serve the project.

Project broadly advertised

Twenty-five Request for Proposal packages sent

Eight submissions received

Four firms on short list

Based upon the above criteria Schamburg & Polk in association with ESPA Corp. was selected to assist in completion of the master plan, provide estimates for site and infrastructure construction costs, and to submit a proposal to act as Project Engineer for Design and Construction of the project. The team is constituted as follows:

Schamburg & Polk, Beaumont Texas

Prime consultant (50% of work)
Design of Utility Systems

Bob Shaw, Port Arthur, Texas

Design of lift station

ESPA Corp., Houston, Texas
(certified minority firm)

Assoc. Consultant (50% of work)
Design of Streets and Drainage

Wong & Associates, Houston, Texas
(certified minority firm)

Landscape Architecture

Proposed Engineering Contract

A proposed engineering contract is attached for approval.

It is based upon the City of Port Arthur's standard agreement forms

It contains a clause requiring the Project Engineer to complete a design within the established budget. (see Cost and Budget Summary attached)

It include the following fee amounts

Design Phase Services	\$360,000
Construction Phase Services	\$103,140

It will require a further authorization by the EDC Board and Council at the beginning of the construction phase for Construction Phase Services.

Master Plan

Attached are maps depicting the proposed Master Plan for the subject project. The following summarizes the Master Plan

Two Stages of Development

Ultimate extension of Jade Ave

Extension of Utilities

Stage 1	136 net acres	163 gross usable acres	
Ultimate Develop	238 net acres	284 gross usable acres	83.6% net to gross
Programmed Area	208 net acres	300 acres	70 % net to gross
Additional Area	30 net acres		

Budget

The attached are charts summarizing the budget and cost status of the project. The following amounts represent the current estimate of outlays required for the development of the Business Park.

	Completed	Proposed	Total Project
Feasibility Phase	\$85,450		
Commitment Phase	\$199,760		
Land Purchase		\$1,236,803	
Design Phase		\$578,600	
Construction Phase		\$5,219,850	
Business Park Totals	\$285,210	\$7,035,220	\$7,320,430
Water line extension down Jade (plus upsize of on site lines)		\$345,000	\$345,000
Additional water system contribution requested		\$400,000	\$400,000
Additional Offsite Utilities		\$745,000	\$745,000
PROJECT TOTALS (includes Jade Ave. portion only)		\$7,380,220	\$7,665,430
GRAND TOTAL (includes add. water sys. contrib.)		\$7,780,000	\$8,065,430

The additional offsite utility costs above are for improvements to the water system that serves the site. The amount shown represents the requested contribution from to a City system project needed to insure adequate pressure to the Business Park site and other areas in the vicinity. It is assumed that \$345,000 (water line extensions down Jade Ave., and up sizing of lines through the park) will be included within the construction contracts for the Business Park.

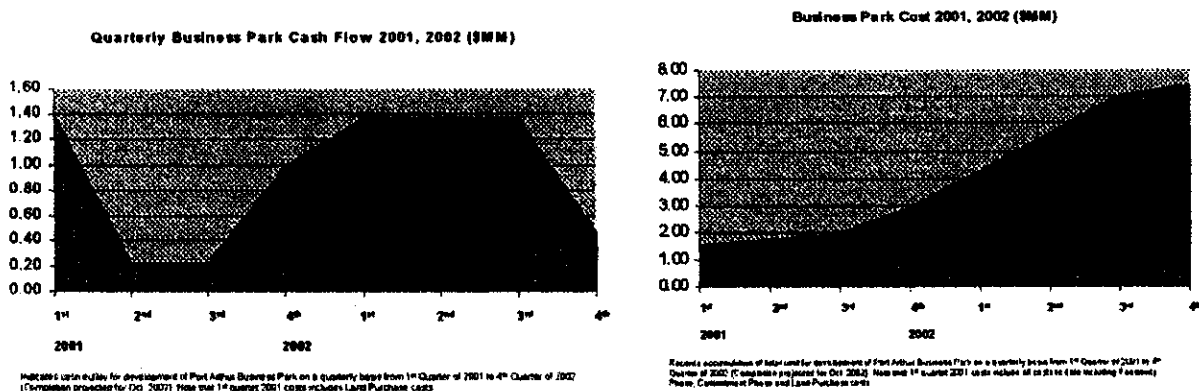
Schedule

Attached is a schedule chart showing the major milestones and estimating durations for the completion of the project.

Design Phase (includes bidding of project)	9-10 months
Award (projected date)	Nov 2001
Construction Phase	12 months
Completion (projected date)	Nov 2002

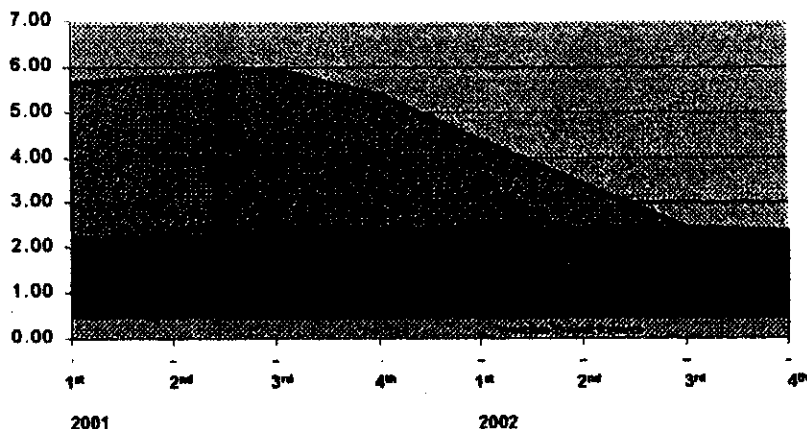
Funding and Financing

The Economic Development Corporation has approximately \$7 million in cash reserves. During this phase the use of cash, bonds or conventional financing was discussed. In the process a cash flow analysis and estimate of EDC funds during the development was prepared. The attached graphs the cash flow and total cost investment required to complete the project



The following charts compare the impact of two basic alternatives for funding the development of the park. In both cases costs for the continued operation of the EDC have been deducted. The costs of the additional off-site water service improvements are not included. No additional income has been assumed (in spite of increases that will result from development of Walmart and Lowe's) and no revenue from land sales is assumed (even though such sales may occur before development is complete). At the conclusion of the project (apart from the impact of additional projects) reserves will increase at a rate of approximately \$1.5MM per year. In addition land sales should be expected to return the total amount invested in the development of the business park over a ten year period (financing the cost of future phases in the process), while at the same time accommodating approximately 3500 jobs in Port Arthur with an annual economic impact of nearly \$300MM.

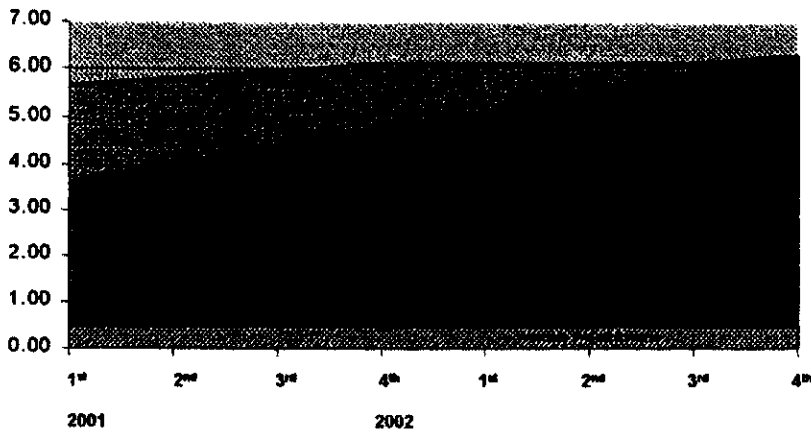
Total EDC Reserves (\$MM) for Years 2001, 2002 if Business Park is Developed with Cash



Shows variation in total cash on hand during development of Port Arthur Business Park on a quarterly basis from 1st Quarter of 2001 to 4th Quarter of 2002 (Completion projected for Oct. 2002).

The first approach to funding (above) assumes that the project will be developed from cash reserves.

**Total EDC Reserves (\$MM) for Years 2001, 2002 if
Business Park is Partially Financed with \$4.5 MM in Bonds**



Shows variation in total cash on hand during development of Port Arthur Business Park on a quarterly basis from 1st Quarter of 2001 to 4th Quarter of 2002 (Completion projected for Oct. 2002).

The second approach to funding (above) assumes that approximately 4.5 million dollars in bonds will be sold to finance the project. Incurring this amount of debt will allow the EDC to return its reserve balance to approximately the level that existed before the purchase of the site. The amount thus funded also may be eligible for Tax Increment financing (see below). At the conclusion of the project the EDC will have a continuing debt service obligation of nearly \$600,000 per year for approximately 9 years.

With the probable need to assist in water systems improvements to serve the northern sector of Port Arthur and discussions of other major projects for the balance of the City it may be prudent to consider using debt (in the form of bonds) to fund a portion of the project.

EDA Grant

With the project now defined it is time to assess the possibility of obtaining an EDA grant. The data needed to proceed is now available as a by-product of the work completed on the project to date. While such funds should not be relied upon, the City and the EDC should evaluate the possibility of offsetting any eligible costs related to project development via such a grant.

Tax Increment Financing District

In addition the possibility of establishing a tax increment development district has been raised. This project appears to fit the profile of Texas law regarding such districts. Once established increases in property taxes that result from increased value are dedicated to offsetting the cost of the development (infrastructure, etc.) that has occurred in the designated development area. The establishment of a TIF district is an involved process with additional costs associated with set up and operation. Final determination as to the whether to utilize this mechanism must be made upon further investigation. As with EDA grants, this significant aid to funding the project (currently estimated at approximately \$4.5mm) should not be assumed until it is actually realized. But the City and the EDC should clearly proceed with further assessment of the eligibility for, and desirability of, developing the Business Park within a TIF district.

Approval to Proceed

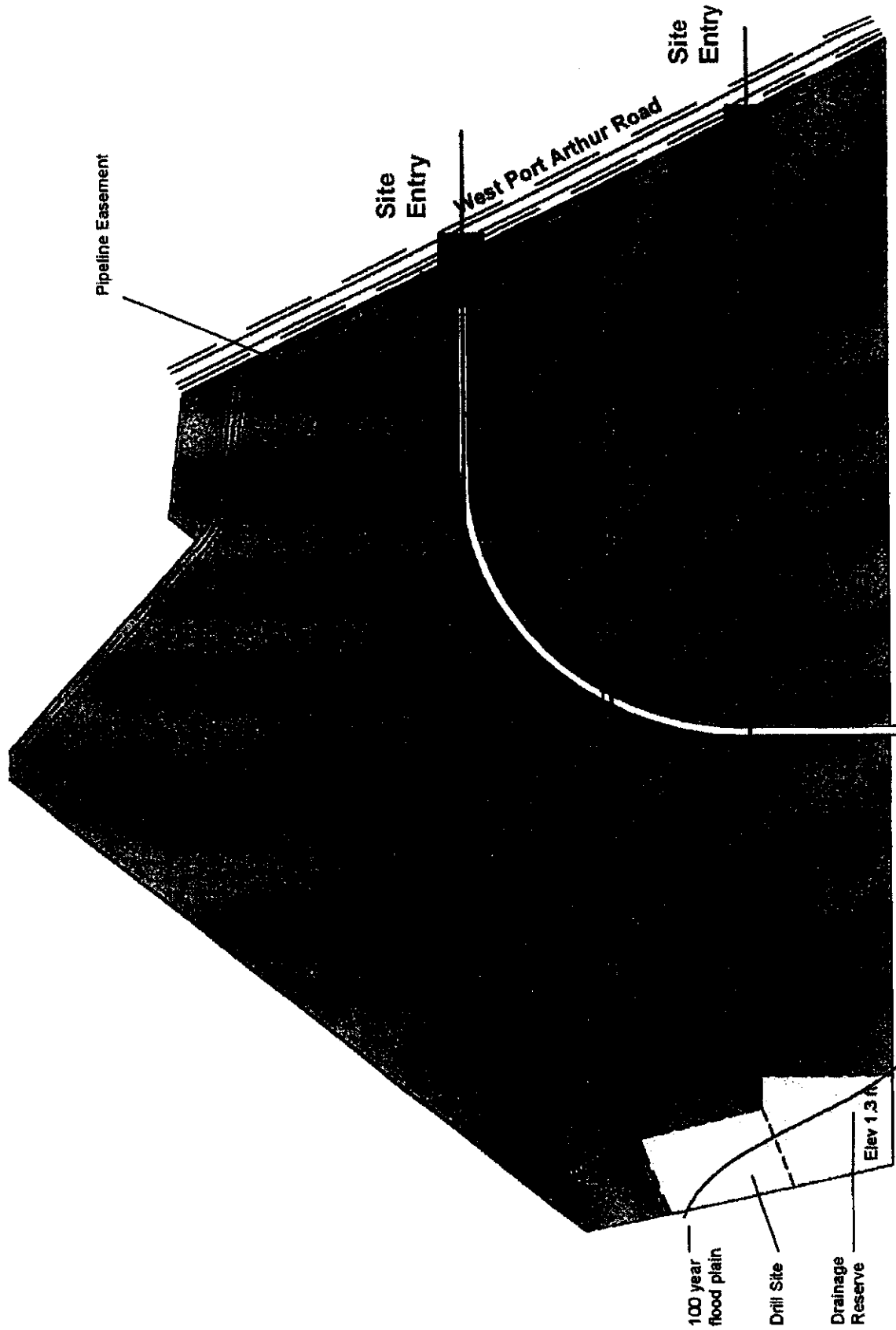
This summary is submitted to the EDC Board and City Council to seek approval to proceed with the project. The following actions are proposed for your concurrence:

1. Complete purchase of the Site \$1,236,803
2. Engage Schaumburg & Polk / ESPA Corp as Project Engineer \$360,000 (Design Phase)
\$103,140 (Construction Phase if further authorized)
3. Engage Diamond Consulting / Beach Ramirez as Project Manage \$140,970 (Design Phase)
\$78,540 (Construction Phase if further authorized)
4. Incur other project related expenses during Design Phase \$77,000
5. Approve Master Plan
6. Approve Total Project Budget (subject to further authorization) \$7,665,430
7. Approve Additional Offsite Utilities Contribution \$400,000
(water system Improvements)
8. Approve plan to issue \$4.5MM in bonds (subject to advise from bond council) and to investigate establishment of a TIF district to include the Business Park.
9. Approve plan to seek an EDA grant for eligible portions of the project.

Port Arthur Business Park
Projected Land Absorption
280 Gross Acres
210 Net Acres

Programmed Sites
(net acres)

	Stage 1						Stage 2						Stage 3				Totals All Years	Percent					
	Site No.	Yr 1	Site No.	Yr 2	Site No.	Yr 3	Site No.	Yr 4	Site No.	Yr 5	Site No.	Yr 6	Site No.	Yr 7	Site No.	Yr 8			Site No.	Yr 9	Site No.	Yr 10	
Office	1	3			10	3											23	3			9	4%	
Distribution	2	3	6	3					17	9										25	7	22	11%
Warehouse	3	3	7	5	11	3	14	9	15	5	18	7			21	14						46	22%
Manufacturing	4	5	8	5	12	5			16	20	19	30	20	9	22	7	24	20				101	
	5	7	9	9	13	14																30	63%
Total by Stage	21		22		13	68	25	9	25	46	9	21	23	7	5	51	208	100%			208		



Port Arthur Business Park,
 Port Arthur, Texas
 Port Arthur Economic Development
 Corporation

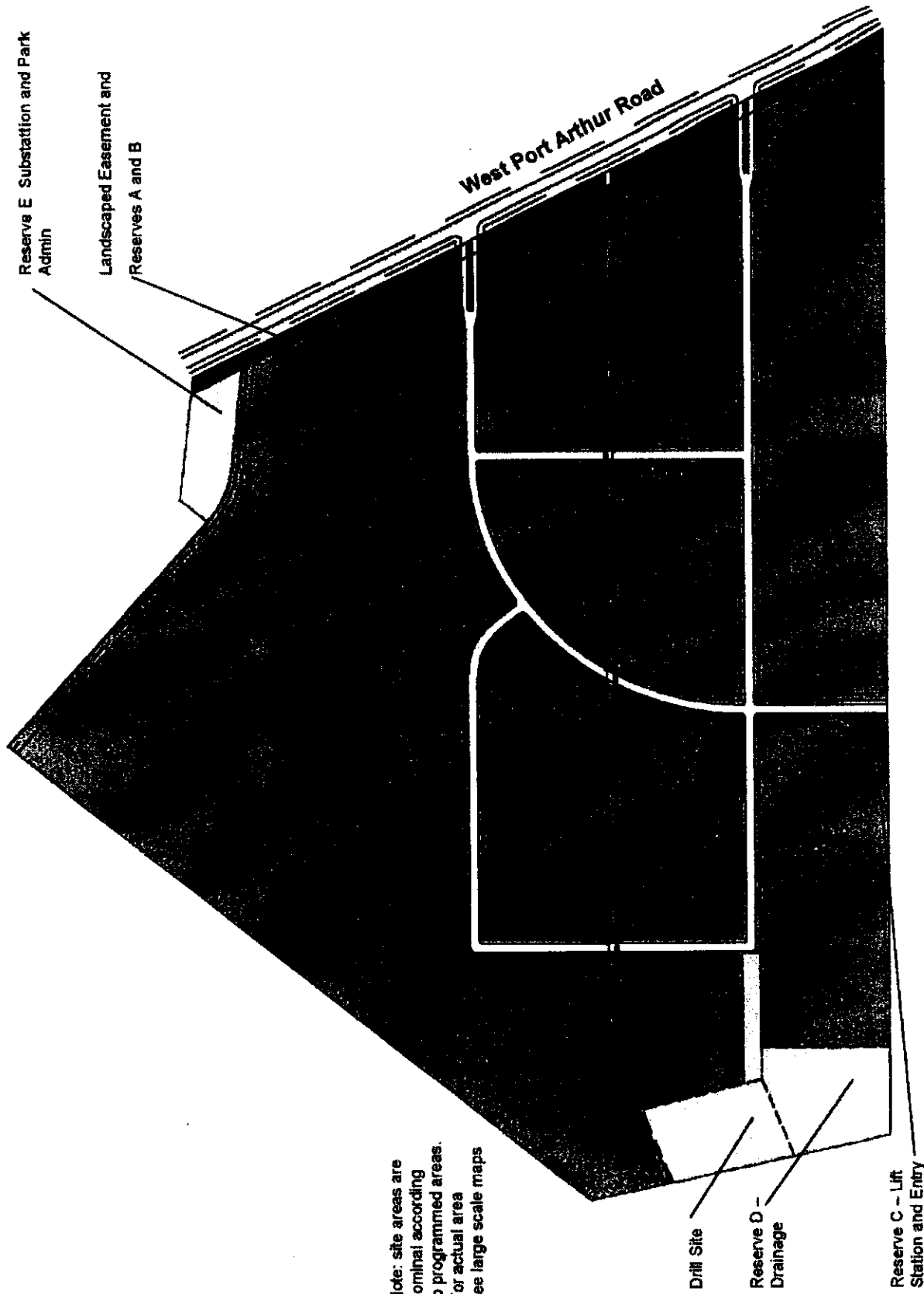
Diamond Consulting in association with **Beach Ramirez**
Schamburg & Polk, ESPA Corp, Wong +Assoc.,
Bob Shaw Consulting Eng.



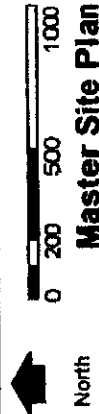
North



Site Analysis



Note: site areas are nominal according to programmed areas. For actual area see large scale maps

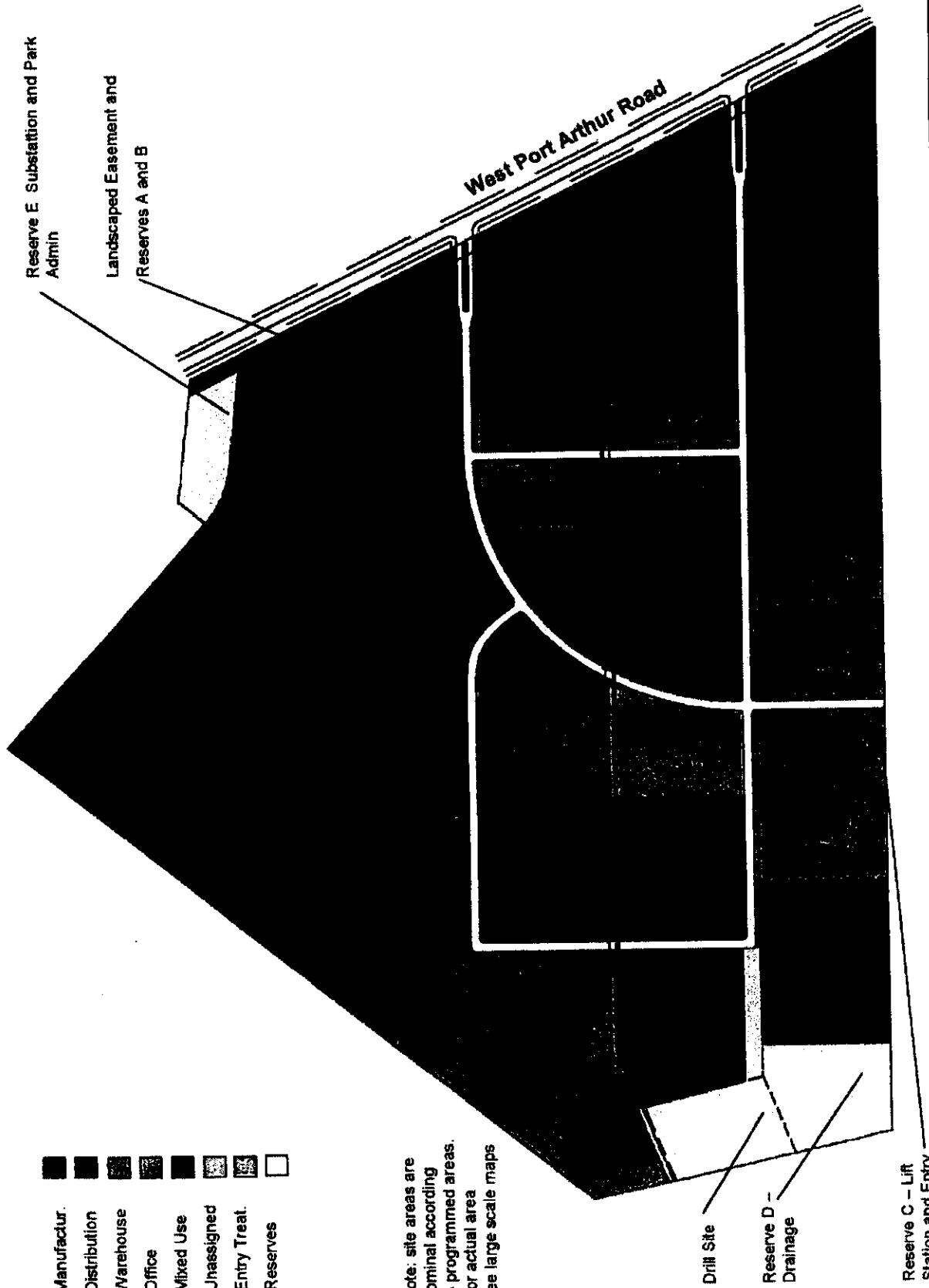


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Schamburg & Polk, ES&PA Corp, Wong +Assoc.,
Bob Shaw Consulting Eng.

Port Arthur Business Park,
Port Arthur, Texas
Port Arthur Economic Development Corporation

- Manufactur.
- Distribution
- Warehouse
- Office
- Mixed Use
- Unassigned
- Entry Treat.
- Reserves

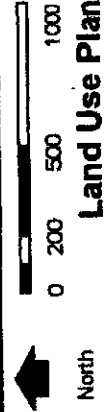
Note: site areas are nominal according to programmed areas. For actual area see large scale maps



Reserve C - Lift
Station and Entry

Drill Site

Reserve D -
Drainage



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Schamburg & Polk, ESPA Corp, Wong +Assoc.,
Bob Shaw Consulting Eng.

Port Arthur Business Park,
Port Arthur, Texas
Port Arthur Economic Development
Corporation

Reserve E Substation and Park Admin

Landscaped Easement and Reserves A and B

West Port Arthur Road

Drill Site

Reserve D - Drainage

Reserve C - Lift Station and Entry



Stage 1 Parcel Plan

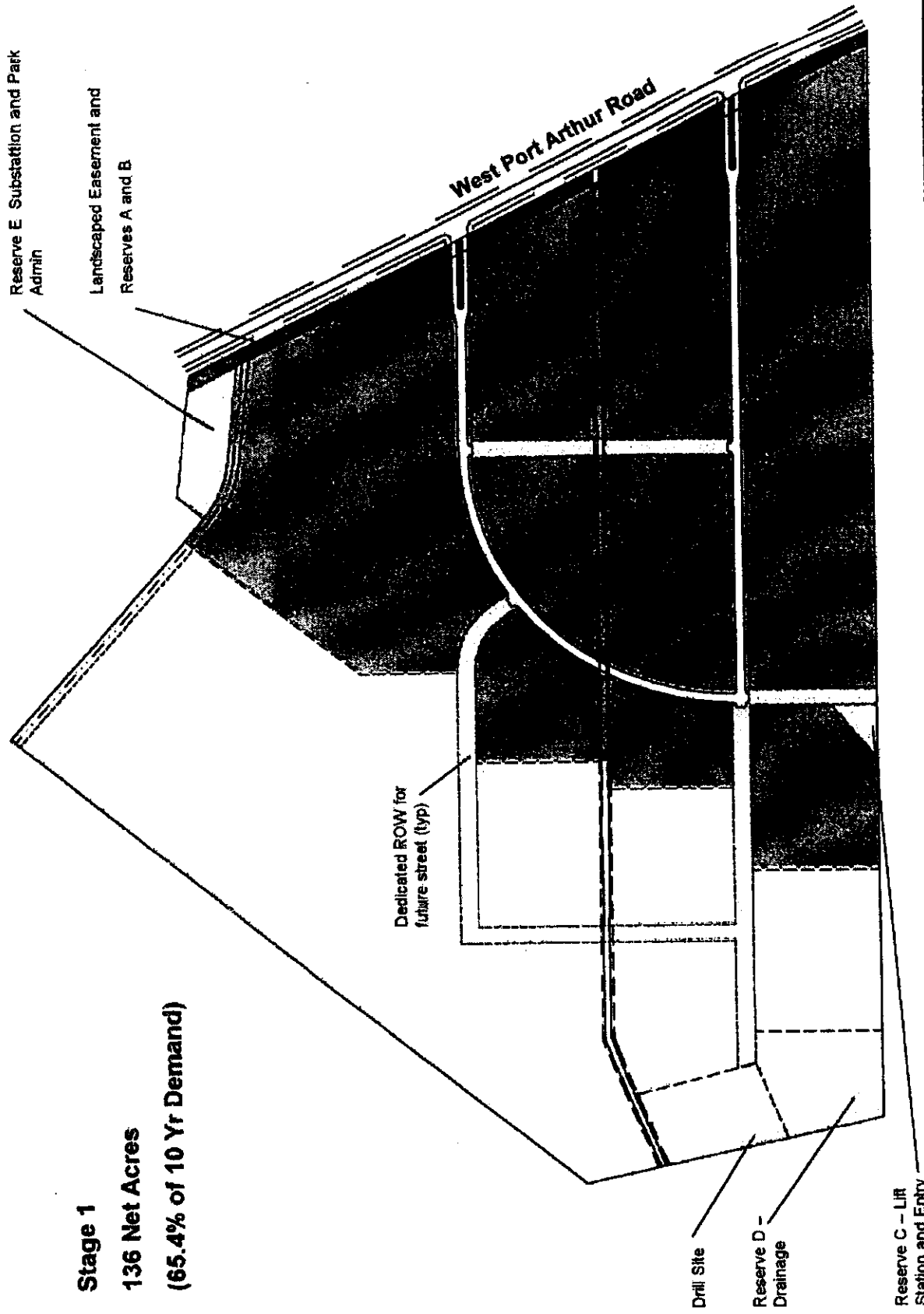
Diamond Consulting in association with Beach Ramirez
Schamburg & Polk, ESPA Corp, Wong + Assoc.,
Bob Shaw Consulting Eng.

Port Arthur Business Park,

Port Arthur, Texas

Port Arthur Economic Development Corporation

Stage 1
136 Net Acres
(65.4% of 10 Yr Demand)



Diamond Consulting in association with **Beach Ramirez**
Schamburg & Polk, ESPA Corp, Wong + Assoc.,
Bob Shaw Consulting Eng.

Port Arthur Business Park,
Port Arthur, Texas
Port Arthur Economic Development
Corporation

Budget	Test Budget	Cost Estimated/Quoted Task Estimate	Cost Committed Task Committed	Cost Variance \$Cost to Budg	% Cost to Budg
Feasibility Phase					
Feasibility Study	\$73,150	\$73,150	\$73,150		
Site Negotiation	\$9,500	\$9,500	\$9,500		
Appraisal	\$2,800	\$2,800	\$2,800		
Feasibility Phase Total	\$85,450	\$85,450	\$85,450	\$0	100.0%
Commitment Phase					
Survey	\$26,950	\$26,950	\$26,950		
Title Insurance	\$20,000	\$20,000	\$20,000		
Environmental	\$23,000	\$23,000	\$23,000		
Legal (& Acctg)	\$10,000	\$10,000	\$10,000		
Master Planning	\$68,000	\$68,000	\$68,000		
Project Management	\$40,000	\$40,000	\$40,000		
Contingency	\$31,050	\$31,050	\$31,050		
Commit PH Total	\$225,000	\$225,000	\$225,000		
Total to Date	\$310,450	\$310,450	\$310,450		
Land Purchase					
Stage 1 Development	\$1,250,000	\$1,236,803		-\$13,197	98.9%
Design Phase					
Project Coordination		\$140,970			
Engineering & Landscape		\$360,000			
Expenses		\$25,000			
Conting		\$52,597			
Subtotal		\$578,567			
Construction Phase					
Project Coordination		\$78,540			
Engineering & Landscape		\$103,140			
Expenses		\$50,000			
Conting		\$453,470			
Construction		\$4,534,700			
Subtotal		\$5,219,850			
Total Project					
Project Coordination	\$197,000	\$219,510		\$22,510	111.4%
Engineering & Landscape	\$346,000	\$463,140		\$117,140	133.9%
Expenses	\$216,000	\$75,000		-\$141,000	34.7%
Conting	\$432,000	\$506,067		\$74,067	117.1%
Construction	\$4,319,000	\$4,534,700		\$215,700	105.0%
Stage 1 Total	\$5,510,000	\$5,798,417		\$288,417	105.2%
Business Park Total	\$7,070,450	\$7,320,430		\$249,980	103.5%
Additional Offsite Utilities					
Jade Ave south of 365 plus upsize of lines		\$345,000			
Additional Contribution Requested		\$400,000			
Total Additional Offsite Utilities		\$745,000			
Total Project Cost		\$7,665,430			
Grand Total (including all Additional Offsite Utility Contributions)		\$8,065,430			

Feasibility Budget Reprise
Port Arthur Business Park
February 13, 2001

Off Site Development Costs

	Unit Cost	Jade Rd	W Port Arthur Rd	FM 365	Original Totals	Revised Totals
		6,000 lf	4000 lf	5500 lf		
Street	\$220	\$1,320,000			\$1,320,000	\$660,000
Water	\$40	\$240,000	\$ 160,000	\$220,000	\$620,000	\$400,000
Sewer	\$40	\$240,000	\$ 160,000		\$400,000	\$400,000
Power	\$30	\$180,000			\$180,000	\$180,000
Drainage	\$60	\$360,000			\$360,000	\$360,000
Totals		\$2,340,000	\$ 320,000	\$220,000	\$2,880,000	\$2,000,000
				Say	\$2,900,000	

Site Development Costs

	Unit Cost	Acres	
Orig Stage 1	\$25,000	100 ac	\$2,500,000
Project Coordination (100 acres)			
Current Stage 1	\$25,000	162 ac	\$110,000
Total Development Cost			\$4,047,619
			<u>\$5,510,000</u>
			<u>\$6,157,619</u>

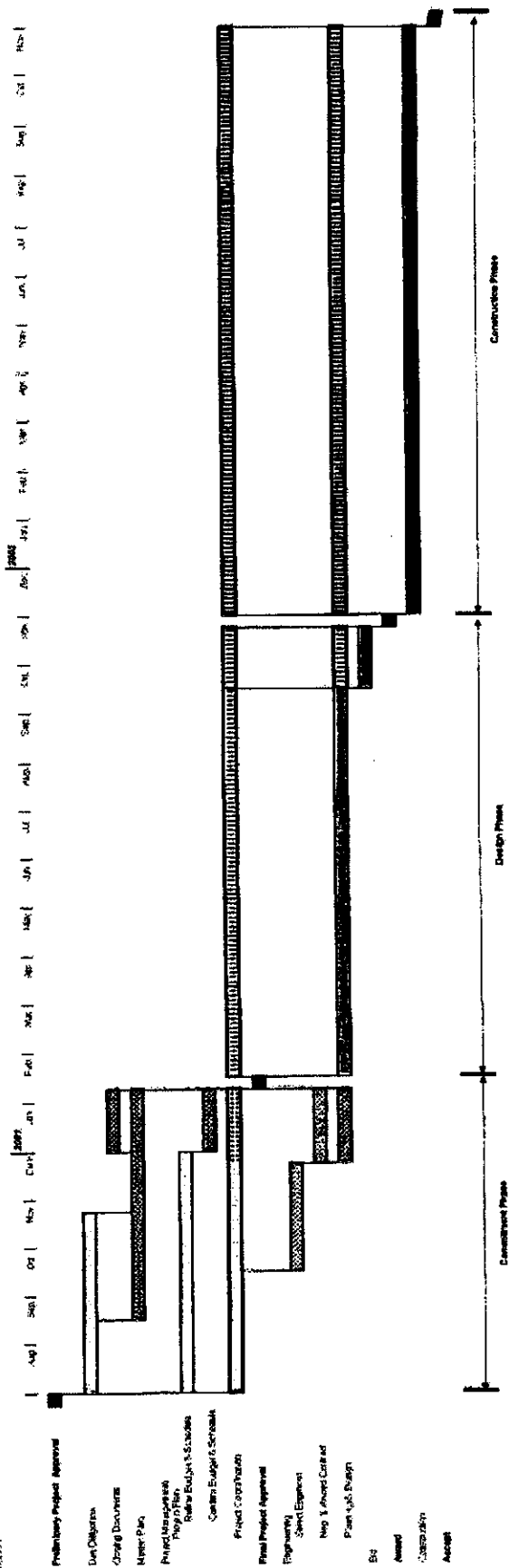


EXHIBIT "B" TO RESOLUTION

CHANGE IN TRACT ONE LOT CONFIGURATIONS

PRESENTLY (EXHIBIT "B-1") :

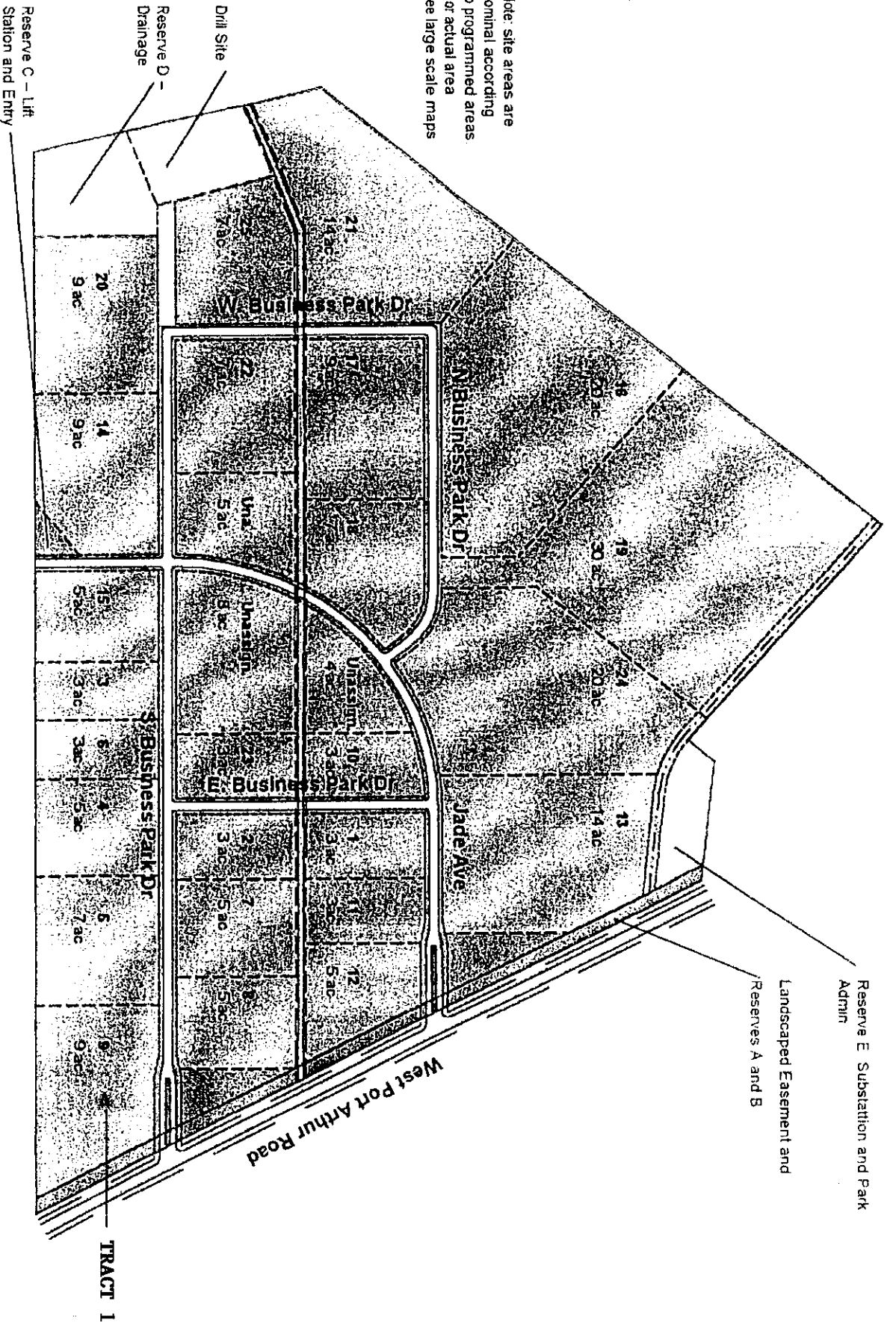
Lot 15	-	5 acres
Lot 3	-	3 acres
Lot 6	-	3 acres
Lot 4	-	5 acres
Lot 5	-	7 acres
Lot 9	-	9 acres

CHANGED TO (EXHIBIT "B-2") :

Lot 1A	-	10 acres (Adjacent to proposed Jade Extension)
Lot 1B	-	10 acres
Lot 1C	-	8 acres
Lot 1D	-	8 acres (Adjacent to West Port Arthur Road)

EXHIBIT "B-1"

Note: site areas are nominal according to programmed areas. For actual area see large scale maps



Port Arthur Business Park,

Port Arthur, Texas

Port Arthur Economic Development Corporation

Diamond Consulting in association with **Beach Ramirez**

Schamburg & Polk, ES&PA Corp, Wong + Assoc.,

Bob Shaw Consulting Eng.

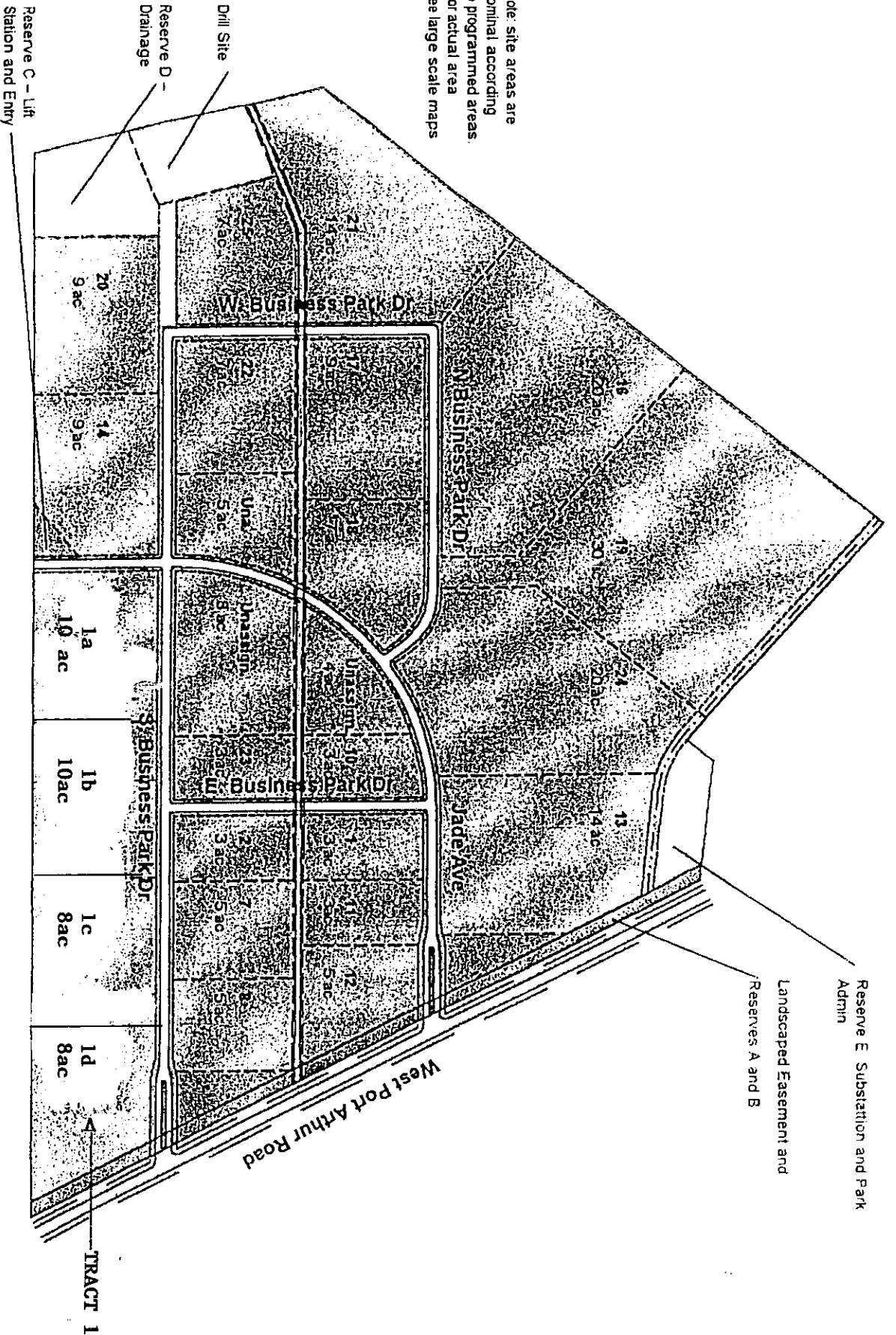


0 200 500 1000

Master Site Plan

EXHIBIT "B-2"

Note: site areas are nominal according to programmed areas. For actual area see large scale maps



Port Arthur Business Park,
Port Arthur, Texas
Port Arthur Economic Development Corporation

Diamond Consulting in association with **Bench Ramirez**
Scharburg & Polk, ESPA Corp, Wong + Assoc.,
Bob Shaw Consulting Eng.



0 200 500 1000
Master Site Plan

EXHIBIT “C”

~~Preliminary Draft (11/16/05)~~
COVENANTS AND RESTRICTIONS
PORT ARTHUR BUSINESS PARK
Updated 11/30/05

(Note from Drafter:

The following is an updated preliminary draft of proposed Covenants and Restrictions as approved by the Port Arthur Economic Development Corporation Board of Directors and as reviewed by PAEDC's attorney and by the City Attorney.). ~~This draft is subject to final revisions as a result of final review by the Port Arthur City Staff, Planning and Zoning, and City Council (Nov. 22), prior to final filing.~~

GENERAL

The City of Port Arthur Section 4A Economic Development Corporation (PAEDC) is the owner of the Port Arthur Business Park (Business Park). PAEDC has determined that it is in the best interests of the City of Port Arthur, PAEDC, the Business Park and its future occupants to adopt the following provisions restrictions and covenants to control the development within the business park.

CONDITIONS OF SALE

Each parcel sold or conveyed to a user by PAEDC is for the purpose of development of facilities and occupancy by a user. Development of facilities (buildings) for user occupancy ~~must be completed~~begin within eighteen months of purchase. If there is an incentive agreement with the PAEDC, the construction must be completed within the timetables of the incentive agreement. If construction has not ~~commenced~~ been completed in the period specified, PAEDC shall have the option to repurchase the property on the basis of reversing (or rescinding) the terms of the original sale, including price. This option may be exercised at any time subsequent to the failure of construction to ~~start~~ be completed by the specified date. Exercise of the option will be by formal action of the PAEDC Board. Delivery of written notice of exercise of this option shall be the cause of an immediate halt to actions to develop the parcel by the parcel owner.

If the owner or lessee of property in the Business Park wishes to sell or assign the property to a third party, the owner or lessee shall obtain the approval of the PAEDC Board of Directors, with such approval not to be unreasonably withheld. The owner or lessee shall present information as to the financial and credit information as to the new buyer or assignee and such other information as reasonably requested by the PAEDC Chief Executive Officer (CEO). The new owner or lessee shall be required to assume the obligations in the incentive agreement, with such changes as are approved by the PAEDC Board of Directors.

If the owner or lessee wishes to subdivide and sell or assign only a portion of its property to a third party, the owner or lessee shall obtain the approval of the PAEDC Board of Directors which can deny the request at its discretion. At the discretion of the PAEDC, the PAEDC shall have a first option to repurchase said undeveloped portion for the same cost as delineated in the incentive agreement or sales agreement and in such additional reasonable amounts as to reimburse the owner for monies that he has expended in maintaining said portion of the property. In such case, PAEDC shall have 90 days to notify the owner of its decision in regard to this option.

~~If an owner wishes to sell all or part of a parcel upon which no building or facility has been developed, such land must be first offered to PAEDC for repurchase at a cost equal to the per acre or per square foot price that prevailed at the time of sale by PAEDC. In such case PAEDC shall have 90 days to notify the land owner of its decision in regard to repurchase. If PAEDC fails to exercise this option, the parcel owner is free to sell the land in question.~~

LEGAL DESCRIPTION

The Port Arthur Business Park includes all land as described in Appendix A, and on such other property as approved by PAEDC.

TERMS AND DEFINITIONS

For the purposes of these covenants and restrictions, certain terms, phrases, words and their derivatives shall have their meaning as specified in this section. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Ninth New Collegiate Dictionary, Copyright 1987, shall be considered as providing ordinary accepted meaning.

- (1) *Board.* City of Port Arthur Section 4A Economic Development Corporation Board of Directors.
- (2) *Building.* Any structure built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building.
- (3) *City council.* The governing and legislative body of the City of Port Arthur.
- (4) *District.* A section of the City of Port Arthur for which the regulations governing the height, area or use of the land and buildings are uniform.
- (5) *Height.* The vertical distance of a building measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to (1) the highest point of the roof's surface if a flat surface; (2) to the deck line of mansard roofs; or (3) to the mean height level between eaves and ridge for hip and gable roofs, and, in any event, excluding chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio towers, ornamental cupolas, domes or spires and parapet walls not exceeding ten feet in height. If the street grade has not been officially established, the average front yard shall be used for a base level.

(6) *Lot*. Land occupied or to be occupied by a building and its accessory buildings, and including such open spaces as are required under these covenants and restrictions and having its principal frontage upon a public street or officially approved place.

(7) *Occupancy*. The use or intended use of the land or buildings by proprietors or tenants.

(8) *Planning and zoning commission*. The agency designated in the City Charter as the planning commission and appointed by the city council as an advisory body to it and which is authorized to recommend changes in the zoning ordinance.

(9) *Parking lot or structure, commercial (motor vehicle)*. An area or structure devoted to the parking or storage of motor vehicles. May include, in the case of a parking structure only, a facility for servicing of motor vehicles provided such facility is primarily an internal function for use only by motor vehicles occupying the structure and creates no special problems of ingress or egress.

(10) *Structure*. Any structure built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building.

(11) *Yard*. An open space other than a court, on the lot in which a building is situated and which is not obstructed from a point 30 inches above the general ground level of the graded lot to the sky, except as provided for roof overhang and similar features and for the usual trees and landscape planting.

(12) *Yard, front*. An open, unoccupied space on a lot facing a street extending across the front of the lot between the side lot lines and from the front face of the building to the front lot or street line with the minimum horizontal distance between the street line and the main building line as specified for the district in which it is located. The front face of the building shall not necessarily be determined by the primary access to the building or any unit therein.

(13) *Yard, rear*. An open, unoccupied space, except for permitted detached accessory buildings, trees and planting, extending across the rear of a lot from one side lot line to the other side lot line and having a depth between the building and the rear lot line.

(14) *Yard, side*. An open, unoccupied space or spaces on one or two sides of a main building situated between the building and a side line of the lot and extending through from the front yard to the rear yard. Any lot line not the rear line or a front line shall be deemed a side line.

REVIEW AND APPROVAL OF USES AND IMPROVEMENTS

All uses that occupy parcels and all facilities and improvements constructed in the park (including all alterations and additions to the site and such facilities and improvements) shall be subject to approval by PAEDC and may require approval by the City of Port Arthur. PAEDC and the City may at their sole discretion involve other parties in the review of proposed uses and improvements. In cases where specialized evaluations are deemed necessary, PAEDC may require a fee to cover the cost of the services of consultants engaged to perform these evaluations. No construction may be initiated upon any parcel in the Business Park until approval has been granted by PAEDC (and where required, by the City of Port Arthur). Failure of the user of a parcel to seek approval for development plans in a timely manner will not be the basis for granting an extension as to the timetable for ~~in the eighteen month period allowed prior to the beginning of construction~~. Approval means formal action by the PAEDC Board, (and where required by City Council of the City of Port Arthur) and the receipt of written

confirmation of approval from a competent authority of these bodies. Application for approval shall be made in writing and must contain all submission requirements specified by PAEDC. Such requirements will include site plans, building plans and specifications, and other such information as PAEDC and the City may request.

PERMITTED OCCUPANCIES

Sites and facilities within the Business Park may be occupied by the uses specified in the following chart (Parcels are as designated on the Business Park Final PlatPort Arthur Business Master Plan).

~~Parcel A Warehouse, distribution, manufacturing, and assembly.~~
~~Parcels 1, 2, 3, 5, 7 & 9 B, C, E & F Office, warehouse, distribution, light fabrication and assembly, recycling, manufacturing and other approved uses and assembly.~~
Parcel 4 & 8 D - Office and other approved uses.~~Office, retail, and other approved commercial.~~
Parcel 6, 10 - Warehouse, distribution, manufacturing, assembly and other approved uses.

Other commercial or industrial uses may be approved by PAEDC at its sole discretion which includes career centers and other types of development as approved by the PAEDC and as authorized by State Law. - All occupancies permitted may be subject to additional restrictions imposed as a result of review of user applications provided that such specific requirements are intended to implement the restrictions previously established by the PAEDC in these Covenants and Restrictions or subsequent amendments.

PROHIBITED OCCUPANCIES

Specifically prohibited uses include manufacturing and process operations that transmit noise, or release odors, fumes or dust that materially exceed City, State, or Federal Standards or discharge a waste stream that is not acceptable (due to content or volume) for the City's sanitary sewer system. Any use that requires on-site treatment of waste in order to meet the above requirements will be allowed only on the basis of a special use permit from PAEDC, and the City of Port Arthur, the TCEQ or the applicable regulatory agency. In general, on site treatment of significant quantities of special waste will not be permitted. A special use permit may, at the sole discretion of PAEDC, be granted, conditional upon continued and demonstrative conformance to specific requirements and standards. Failure by the user receiving such conditional approval to strictly conform to the requirements and standards imposed will be the basis of termination of the special use permit, without recourse by the user. Notice of termination of a special useany permit required by any regulatory agency (including the City) will require the user to immediately cease all on-site processes that generate or contribute to the subject waste stream.

In addition, all exterior site uses including parking areas, truck maneuvering and docking areas, storage and equipment yards and the like will be developed and maintained in strict conformance with these covenants and restrictions and with the specific terms of approvals granted by PAEDC and the City of Port Arthur.

CONSTRUCTION STANDARDS, CODES AND ORDINANCES

All improvements constructed in the Business Park shall meet or exceed the standards and ordinances of the City of Port Arthur, State of Texas statutes and regulations, and national standards. It shall be the duty of the user of any parcel in the Business Park to conform to such requirements and to obtain all approvals and permits granted by governing authorities. Such requirements include but are not limited to City Building Permits; and local drainage, environmental and utility requirements. Review and approval by PAEDC and the City of Port Arthur under the above provisions for Review and Approval of Uses and Improvements does not relieve or mitigate in any way this separate duty of the user.

The owners or lessees of the property shall take such precautions as to commence and complete the improvements wherein laborers, subcontractors and contractors are promptly paid with no materials and mechanic's liens being filed on the property. Prior to commencing construction, the owner or lessee shall provide to the PAEDC such evidence of financial ability to complete the project, which may include letters of credit, and contractor's performance bonds and payment bonds.

PROPERTY MAINTENANCE

Owners and Users of parcels and improvements shall perform regular and routine maintenance on these properties. Undeveloped parcels shall be kept mowed and free of debris. Developed parcels (including site and facilities) shall be maintained in a manner consistent with the users' approved proposal for use and improvements.

Lawns and landscaping shall be kept free of overgrowth, trash and debris. Parking or storage of vehicles, equipment or materials in areas other than approved outdoor storage is prohibited. Paved areas shall be maintained free of trash, sediment, debris, and abandoned or unsightly equipment. ~~Potholes and other paving failures shall be promptly repaired.~~

Outdoor storage areas other than those approved by PAEDC are prohibited. Approved outdoor storage areas shall be well maintained and shall be kept neat and orderly in appearance. Only materials and equipment that are in active use at the site may be stored on site. Storage of derelict or junked materials, equipment or vehicles on-site is prohibited.

Buildings and other structures shall be kept in an attractive condition. Exterior surfaces shall be washed and painted as required to maintain a fresh appearance. Exterior materials that deteriorate shall be replaced.

No open burning of rubbish is permitted on the site. All waste material shall be confined to trash receptacles in approved and screened locations for removal from the site.

In case of fire or damage from other causes, the owner or lessee shall restore the improvements within nine (9) months unless granted an extension by PAEDC.

INSURANCE

The lot owners and lessees shall maintain casualty insurance in an amount sufficient to replace the buildings. A copy of the certificate of insurance shall be given to the PAEDC and the PAEDC shall be listed as an additional insured. If the lot owner or lessee fails to maintain or pay for the insurance, the PAEDC (in its sole discretion) may pay for the costs thereof, assess the lot owners and lessees, and file liens.

ASSESSMENT

The lessees and private owners of the land in the Business Park shall pay assessments to the PAEDC for the maintenance of the street signage and landscaping, the costs to enforce these deed restrictions, and the costs to maintain business park, such assessments shall be a minimum of \$200 per acre per year and shall be payable on or before December 31st of each year. Additional assessments, as determined by the PAEDC Board of Directors shall not exceed the actual proportionate share of the expenditures made by the PAEDC plus a 10% administrative fee. The proportionate share shall be the number of acres owned or leased divided by 246.

CONTINUATIONS, REVISION AMENDMENT AND VARIATION OF COVENANTS AND RESTRICTIONS

These covenants and restrictions shall remain in force on all parcels and shall be binding on all current and future owners and lessees of parcels within the Business Park. Variation in these covenants and restrictions is limited to one of the following methods:

PAEDC (subject to the approval of ~~and the City of Port Arthur~~) may from time to time ~~revise-amend the provisions, covenants and restrictions that will apply to parcels that remain under the ownership of the PAEDC.~~

PAEDC ~~and the City of Port Arthur~~ may in its sole discretion grant variances to these provisions, covenants and restrictions as a part of the approval of the Review and Approval of Use and Improvement process. Such variances must be requested in writing by the user of the parcel ~~at the time of application~~. PAEDC will notify all other adjacent parcel owners of the request for variation by posting such notice and will receive and consider comments from such parcel owners in evaluating such variances. It is the intent of PAEDC to maintain the general character and intent of the provisions, covenants and restrictions and to comply with Article 5190.6 V.T.C.A. ~~and to consider variation only where strict application of the provisions, variances, covenants, and restrictions may be limited in any way that PAEDC at its sole discretion deems appropriate.~~

With the exception of Permitted and Prohibited Occupancies, if a majority (by acreage) of the ownership of parcels in the Business Park agree to revise the covenants and restrictions, the changes that are agreed upon shall be adopted.

SITE DEVELOPMENT

Building sites of individual users must be planned to have an attractive image and must be well maintained. The following requirements shall apply to the development of sites within the Business Park:

Category			Requirements
Set Backs	Building	Street Frontage	45 feet
		Side and rear lot lines	15 feet
	Paving	Street Frontage	20 feet
		Side and rear lot lines	No requirement
Landscaping	All non paved areas		Maintained lawns
	Street Frontage		1 tree per 100 feet of frontage – 2 inch caliper
Paving	Parking	Automobile	Concrete
		Trucks and Trailers	Concrete
	Aprons and maneuvering areas		Concrete
Access and Entry			As approved by PAEDC
			May not conflict with street traffic or access to adjacent sites.
Utilities			All connections and service underground and; Equipment (transformers etc.) screened from public view
Outdoor Yards and Storage Ares			Not allowed forward of the line of the building face
			Fully screened from frontage with berms, planting or walls constructed in conformance with standards for front face of buildings
	Area Limitations	Parcels 1, 2, 3, 5, 7, 9Parcel A	No limitNo larger than the area of the building
		Parcels 4, 8B, C, E or F	Not permitted larger than the area of the building
		Parcel 6, 10Parcel D	No limitNot permitted
Fencing			Side and rear yards only
	Visible from Street		Decorative iron or as approved by PAEDC (no wood fences permitted)
	Side and rear		Chain link or as approved by PAEDC (no wood fences permitted)
Ancillary Structures and Equipment			Constructed to meet applicable building standards

	Tanks, trash receptacles and other equipment screened from public view
	Mail boxes as approved by PAEDC
	Flagpoles as approved by PAEDC
Lighting	Pole or building mounted lighting
	All lighting will be natural in color (no uncorrected high pressure sodium fixtures)
	Lighting must be controlled to prevent glare as seen from adjacent public ways and adjacent properties

Drainage	Surface drainage must be controlled within site boundaries.
	Discharge into drainage ways as approved by responsible authorities.
Signage	All signs must be approved by PAEDC
	May be internally or externally illuminated
	May not be animated
Site Mounted Signs	Maximum of 6 feet in height
	Base no more than 2 feet above ground
	No closer than 10 feet to property line
	Compatible with building color and materials
	Integrated and compatible with landscaping
Building Mounted Signs	Not painted on building
	May not extend beyond building profile
	Must be compatible is size, color and material with building

BUILDING DESIGN AND CONSTRUCTION

Building design including all exterior materials and colors must be attractive, compatible with adjacent development and be approved by the PAEDC.

<u>Category</u>		<u>Requirements</u>
Exterior Materials		Except for trim and accents, no wood will be permitted
Walls Facing Frontage and Public Ways		Concrete or masonry
Walls Facing Side and Rear Yards	Parcel 1, 2, 3, 5, 6, 7, 9, 10A, B, C, E or F	Concrete, masonry, or metal panels
	Parcel 4, 8D	Concrete or masonry
Roofing Materials		Any roof surface that is exposed to public view must be approved by PAEDC
Roof top equipment		No more than five feet in height and screened from public view
Awnings and Canopies		Compatible with building design and approved by PAEDC
Exterior Colors		Exterior surfaces will be predominately neutral or natural colors. Bright accent or trim colors will be considered by the PAEDC.

ENFORCEMENT OF COVENANTS AND RESTRICTIONS

Determination regarding the meaning, ~~and~~ applicability and enforcement of these covenants and restrictions is the sole domain of PAEDC ~~and its agents~~ Board of Directors. Inquiry in regard to such matters shall be made to PAEDC in writing. A ~~judgment determination~~ rendered in writing by PAEDC Board of Directors shall be deemed final and binding on all parties.

Enforcement of the provisions, covenants and restrictions shall be in accordance with law or through civil or criminal proceedings initiated by PAEDC or by the City of Port Arthur, ~~the City of Port Arthur or the owner or a parcel within the Business Park~~. Enforcement action may include but is not limited to restraint of violations, ~~and/or~~ recovery of costs, attorneys fees and damages, assessments, fines, civil penalties, foreclosure, and judicial sale.

APPENDIX "A"

DESCRIPTION OF A
297.960 ACRE TRACT OR PARCEL OF LAND
OUT OF AND PART OF
THE WM. McFADDIN SURVEY, ABSTRACT NO. 416,
THE T. & N.O.R.R. SURVEY, SECTION NO. 5, ABSTRACT NO. 238,
AND THE T. & N.O.R.R. SURVEY, SECTION NO. 9, ABSTRACT NO. 242
JEFFERSON COUNTY, TEXAS

AUGUST 20, 2001

All that certain tract or parcel of land lying and being situated in Jefferson County, Texas, parts of the WM. McFADDIN SURVEY, ABSTRACT NO. 416, the T. & N.O.R.R. SURVEY, SECTION NO. 5, ABSTRACT NO. 238, and the T. & N.O.R.R. SURVEY, SECTION NO. 9, ABSTRACT NO. 242, and being parts of Blocks 14, 15 and 16, Range N, Blocks 14, 15 and 16, Range O, and Blocks 15 and 16, Range P of the Lands of the Port Arthur Land Co., the plat of which said subdivision is of record in Volume 1, Page 22 of the Map Records of Jefferson County, Texas, and being a part of that certain tract of land herein referred to as the "McFaddin and Cordts" tract, which said McFaddin and Cordts tract is designated "TRACT NO. 18-C" and is described in that certain instrument from W.P.H. McFaddin, Jr., and J.L.C. McFaddin, as Trustees of the McFaddin Trust to J.L.C. McFaddin, Di McFaddin Houk, Perry McFaddin Duncan, W.P.H. McFaddin Jr., Mamie McFaddin Ward, Camelia B. McFaddin and Di Vernon McFaddin Cordts, W.P.H. McFaddin Jr., and J.L.C. McFaddin, jointly, and Mamie McFaddin Ward, W.P.H. McFaddin, Jr., J.L.C. McFaddin, and Camelia B. McFaddin and Di Vernon McFaddin Cordts, jointly, dated February 26, 1948 and recorded in Volume 692, Page 22 of the Deed Records of Jefferson County, Texas, and which said TRACT NO. 18-C is indicated on that certain plat entitled "PARTITION MAP NO. 3 OF THE McFADDIN TRUST PROPERTY IN JEFFERSON COUNTY, TEXAS ..." which said plat is of record in Volume 8, Page 110 of the Map Records of Jefferson County, Texas, and being a part of that certain tract of land herein referred to as the "Cordts" tract, which said Cordts tract is described in that certain instrument from E.G. Cordts, Jr., Independent Executor of the Estate of Di Vernon McFaddin Berly to E.G. Cordts, Jr., Colleen Clave Cordts and Anna Camelia Cordts, dated September 13, 1994 and recorded under County Clerk's File No. 94-9432523 of the Official Public Records of Real Property of Jefferson County, Texas, and the said tract herein described being that exact same certain tract of land herein referred to as the "PAEDC" tract, which said PAEDC tract is described in that certain instrument from E.G. Cordts, Jr., ..., Colleen Clare Cordts Rice, ..., and Anna Camelia Cordts Edwardson, ... to Port Arthur Economic Development Corporation, dated February 28, 2001 and recorded under County Clerk's File No. 2001007554 of the Official Public Records of Real Property of Jefferson County, Texas, and the said tract herein described being more particularly described as follows:

BEGINNING at a iron rod with a Texas Department of Transportation aluminum cap (TxDOT Type 1 Monument) found for the southeast corner of the said tract herein

described, the said corner being the southeast corner of the said PAEDC tract; and the said corner also being the most southerly southwest corner of that certain tract of land herein referred to as the "Parcel 31" tract, which said Parcel 31 tract is so designated and is described in that certain instrument from E.G. Cordts, Jr., Colleen Clare Cordts Rice and Anna Camelia Cordts Edwardson to Jefferson County, dated March 15, 1999 and recorded under County Clerk's File No. 1999009190 of the Official Public Records of Real Property of Jefferson County, Texas, and the said corner being in the north line of that certain tract of land herein referred to as the "Parcel 32" tract, which said Parcel 32 tract is so designated and is described in that certain instrument from The Mamie McFaddin Ward Heritage Foundation to Jefferson County, dated December 12, 1996 and recorded under County Clerk's File No. 96-9638512 of the Official Public Records of Real Property of Jefferson County, Texas, the said corner being an interior angle point corner in the southwesterly right-of-way line of Texas State Highway Spur 93, and the said TxDOT Type 1 Monument found for corner being East (Assumed Basis of Bearings - called South 89° 37' 00" East) along and with the south line of the said PAEDC tract, said north line of the Parcel 32 tract and north line of that certain tract of land herein referred to as the "Ward" tract, which said Ward tract is designated "TRACT NO. 19-C" and is described in the hereinbefore referenced instrument recorded in Volume 692, Page 22 of the Deed Records of Jefferson County, Texas, and which said TRACT NO. 19-C is indicated on the hereinbefore referenced plat of record in Volume 8, Page 110 of the Map Records of Jefferson County, Texas, a total distance of 5,430.99 feet (called 5,431.07 feet) from a 5/8" iron rod with a yellow cap stamped "RPLS 3636" found for reference;

THENCE West (called North 89° 37' 00" West) along and with the said south line of the PAEDC tract, north line of the Parcel 32 tract and north line of the Ward tract, passing at a distance of 16.92 feet (called 16.92 feet) a 5/8" iron rod found for the most northerly northwest corner of the said Parcel 32 tract, the said corner being an exterior angle point corner in the said southwesterly right-of-way line of Texas State Highway Spur 93, and passing at a distance of 4,938.57 feet (called 4,938.91 feet) a 5/8" iron rod with a yellow cap stamped "RPLS 3636" found for reference at the southeast corner of that certain tract of land herein referred to as the "TRACT 196-A" tract, which said TRACT 196-A tract is so designated and is described in that certain instrument (titled "RIGHT-OF-WAY EASEMENT") from Di Vernon McFaddin Kibodeaux, formerly Di Vernon McFaddin Cordts, joined therein by her husband, Oren J. Kibodeaux to Jefferson County Drainage District No. 7 dated January 4, 1968 and recorded in Volume 1531, Page 123 of the Deed Records of Jefferson County Texas, and passing at a distance of 5,430.99 feet (called 5,431.07 feet) the hereinbefore said 5/8" iron rod with a yellow cap stamped "RPLS 3636" found for reference at the southwest corner of the said TRACT 196-A tract, and continuing (West) along and with the said south line of the PAEDC tract and north line of the Ward tract, a total distance of 5,545.27 feet (called 5,545.35 feet) to a point for the southwest corner of the said tract herein described, the said corner being the southwest corner of the said PAEDC tract, and the said corner also being the northwest corner of the said Ward tract, and the said corner being in the easterly line of that certain tract of land herein referred to as the "TRACT A" tract, which said TRACT A tract is so designated and is described in that certain instrument from Darling Klaver, et al to Jefferson County Drainage District No. 7 dated November 22, 1971 and recorded in Volume 1727, Page 481 of the Deed Records of Jefferson County, Texas, and the said corner being in the centerline of Rhodiar Gully;

THENCE North 12° 17' 39" West (called North 11° 54' 13" West) along and with the westerly line of the said PAEDC tract, the said easterly line of the TRACT A tract and said centerline of Rhodair Gully, a distance of 724.96 feet (called 724.92 feet) to a point for the most westerly northwest corner of the said tract herein described, the said corner being the most westerly northwest corner of the said PAEDC tract, and the said corner also being the most southerly corner of that certain tract of land herein referred to as the "J.L.C. McFaddin" tract, which said J.L.C. McFaddin tract is designated "TRACT NO. 12-C" and is described in the hereinbefore referenced instrument recorded in Volume 692, Page 22 of the Deed Records of Jefferson County, Texas, and which said TRACT NO. 12-C is indicated on the hereinbefore referenced plat of record in Volume 8, Page 110 of the Map Records of Jefferson County, Texas;

THENCE North 39° 57' 00" East (called North 40° 20' 00" East) along and with the most westerly northwest line of the said PAEDC tract and most southerly southeast line of the said J.L.C. McFaddin tract, passing at a distance of 132.53 feet (called 132.53 feet) a 5/8" iron rod with a yellow cap stamped "RPLS 3636" found for reference at the northwest corner of the hereinbefore said TRACT 196-A tract, and passing at a distance of 736.10 feet (called 735.85 feet) a 5/8" iron rod with a red plastic cap stamped "S&P INC" set for reference at the northeast corner of the said TRACT 196-A tract (and which said 5/8" iron rod with a red plastic cap set for reference is North 37° 58' 15" West a distance of 0.39 feet from a 5/8" iron rod with a yellow cap stamped "RPLS 3636" found for reference), and continuing (North 39° 57' 00" East) along and with the said most westerly northwest line of the PAEDC tract and most southerly southeast line of the J.L.C. McFaddin tract, a total distance of 3,925.49 feet (called 3,925.61 feet) to a 1/2" iron rod found for the most northerly corner of the said tract herein described, the said corner being the most northerly corner of the said PAEDC tract, and the said corner also being the most westerly corner of that certain tract of land herein referred to as the "Barnette - 1483/177" tract, which said Barnette - 1483/177 tract is described in that certain instrument from Gulf Refining Company to N.K. Barnette, Jr. dated October 24, 1966 and recorded in Volume 1483, Page 177 of the Deed Records of Jefferson County, Texas;

THENCE South 49° 46' 07" East (called South 49° 23' 24" East) along and with the most northerly northeast line of said PAEDC tract and southwesterly line of the said Barnette - 1483/177 tract, a distance of 1,317.60 feet (called 1,317.54 feet) to a 1/2" iron rod found for an interior corner of the said tract herein described, the said corner being an interior corner of the said PAEDC tract, and the said corner also being the most southerly corner of the said Barnette - 1483/177 tract;

THENCE North 40° 07' 58" East (called North 40° 33' 04" East) along and with the most easterly northwest line of the said PAEDC tract and southeasterly line of the said Barnette - 1483/177 tract, a distance of 151.95 feet (called 151.86 feet) to a 5/8" iron rod with a yellow cap stamped "RPLS 3636" found for the most easterly northwest corner of the said tract herein described, the said corner being the most easterly northwest corner of the said PAEDC tract, and the said corner also being the most westerly corner of that certain tract of land herein referred to as the "Barnette - 1483/176" tract, which said Barnette - 1483/176 tract is described in that certain instrument from Di Vernon McFaddin Cordts joined therein by her husband, Edwin G. Cordts to N.K. Barnette, Jr. dated October 11, 1966

and recorded in Volume 1483, Page 176 of the Deed Records of Jefferson County, Texas, and the said 5/8" iron rod with a yellow cap stamped "RPLS 3636" found for corner being South 40° 11' 19" West (called South 40° 33' 04" West) along and with the said southeasterly line of the Barnette - 1483/177 tract, northwesterly line of the said Barnette - 1483/176 tract and southeasterly line of that certain tract of land herein referred to as the "LNVA" tract, which said LNVA tract is described in that certain instrument from Gulf Refining Company to the Lower Neches Valley Authority dated April 8, 1975 and recorded in Volume 1876, Page 290 of the Deed Records of Jefferson County, Texas, a total distance of 499.44 feet (called 500.00 feet) from a 5/8" iron rod found for the most northerly corner of the said Barnette - 1483/176 tract, the said corner also being the most easterly corner of the said LNVA tract, and the said corner being in the hereinbefore said southwesterly right-of-way line of Texas State Highway Spur 93;

THENCE South 83° 44' 08" East (called South 83° 21' 35" East) along and with the most easterly north line of the said PAEDC tract and southerly line of the said Barnette - 1483/176 tract, a distance of 557.12 feet (called 557.12 feet) to a 5/8" iron rod found for the most northerly northeast corner of the said tract herein described, the said corner being the most northerly northeast corner of the said PAEDC tract, and the said corner also being the most northerly northwest corner of the hereinbefore said Parcel 31 tract, and the said corner being in the said southwesterly right-of-way line of Texas State Highway Spur 93, and the said 5/8" iron rod found for corner being South 27° 38' 14" East (called South 27° 11' 44" East) along and with the said southwesterly right-of-way line of Texas State Highway Spur 93, a distance of 499.26 feet (called 499.56 feet) from the hereinbefore said 5/8" iron rod found for the most northerly corner of the Barnette - 1483/176 tract and most easterly corner of the LNVA tract;

THENCE South 27° 30' 14" East (called South 27° 07' 03" East) along and with the most easterly northeast line of the said PAEDC tract, southwesterly line of the said Parcel 31 tract and said southwesterly right-of-way line of Texas State Highway Spur 93, a total distance of 3,294.33 feet (called 3,294.40 feet) to the Point of Beginning and

Containing 297.960 acres (called 297.9732 acres) of land, more or less.

Prepared by
Schaumburg & Polk, Inc.
E. James Verrett,
Registered Professional Land Surveyor No. 1781