

RESOLUTION NO. 06-499

**A RESOLUTION APPROVING THE SALE  
AGREEMENT BETWEEN THE CITY OF PORT  
ARTHUR SECTION 4A ECONOMIC DEVELOPMENT  
CORPORATION AND THE MAMIE MCFADDIN WARD  
HERITAGE FOUNDATION FOR THE SALE OF  
THAT CERTAIN TRACT OF LAND ON WHICH THE  
JADE AVENUE EXTENSION WILL BE LOCATED**

**WHEREAS,** the City of Port Arthur Section 4A Economic Development Corporation, incident to its mission to promote economic development within the City of Port Arthur, has acquired a 297.9732 acre tract of land to be utilized to develop and construct an industrial business park; and

**WHEREAS,** ingress and egress to the Business Park will be enhanced through the extension of existing roadways, including the extension of Jade Avenue and Highway 365 to the Business Park; and

**WHEREAS,** the extension of Jade Avenue will require acquisition of a certain tract currently owned and/or controlled by the Mamie McFaddin Ward Heritage Foundation; and

**WHEREAS,** the purchase price for said property is Fifty Thousand and 00/100 Dollars (\$50,000); and

**WHEREAS**, this sale agreement was approved by the PAEDC Board of Directors on October 4, 2006 at their regular meeting; and

**WHEREAS**, this sale agreement, attached as Exhibit "A", is being submitted for approval.

**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 sale agreement attached as Exhibit "A" is hereby approved in substantially the same form as attached hereto with such changes as in closing date, EDC contact, and similar terms to be approved by **GERMER GERTZ** and by the City Attorney.

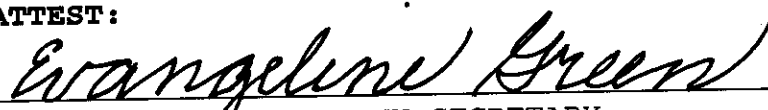
**Section 3.** That a copy of the caption be spread upon the minutes of the City Council.

**READ, ADOPTED AND APPROVED** on this 4<sup>th</sup> day of December A.D. 2006, at a Special Meeting of the City Council of the City of Port Arthur, Texas by the following vote: AYES: Mayor Ortiz; Mayor Pro Tem Prince;  
City Council members Lewis, Henderson, Flood  
and Beard

NOES: None

  
\_\_\_\_\_  
OSCAR ORTIZ, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
EVANGELINE GREEN, CITY SECRETARY

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
MARK T. SOKOLOW, CITY ATTORNEY

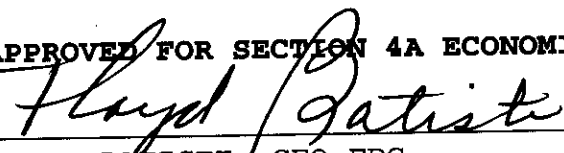
**APPROVED FOR ADMINISTRATION:**

  
\_\_\_\_\_  
STEPHEN FITZGIBBONS, CITY MANAGER

**APPROVED AS TO THE AVAILABILITY OF FUNDS:**

\_\_\_\_\_  
REBECCA UNDERHILL, DIRECTOR OF FINANCE

**APPROVED FOR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION:**

  
\_\_\_\_\_  
FLOYD BATISTE, CEO EDC

# EXHIBIT "A"

## SALE AGREEMENT

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation, Buyer herein, incident to its mission to promote economic development within the City of Port Arthur (hereinafter the "City"), has acquired a 297.9732 acre tract to be utilized to develop and construct an industrial business park (hereinafter the "Business Park");

WHEREAS, ingress and egress to the Business Park will be enhanced through the extension of existing roadways, including the extension of Jade Avenue from Highway 365 to the Business Park;

WHEREAS, the extension of Jade Avenue will require acquisition of a certain tract currently owned and/or controlled by the Mamie McFaddin Ward Heritage Foundation, Seller herein; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, for the consideration stated herein, Buyers and Seller have agreed to transfer and convey a certain tract identified herein (the "Property") for construction of a public roadway and related improvements.

BY THIS SALE AGREEMENT ("Agreement") entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006, THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION, a Texas not-for-profit corporation, 4173 39<sup>th</sup> Street, Port Arthur, Texas 77642 ("Buyer"), and the Mamie McFaddin Ward Heritage Foundation, c/o Capital One, National Association Trust Department, Attn: Shaheen L. Farah, Vice President and Trust Officer, P.O. Box 3928, Beaumont, Texas 77704-3928 ("Seller") agree as hereinafter described.

FOR GOOD AND VALUABLE CONSIDERATION and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. AGREEMENT.

Seller is the owner of that certain real property of five acres more or less situated in Port Arthur, Jefferson County, Texas, legally described in Exhibit "A" attached hereto, together with all improvements located thereon, if any, and any and all rights appurtenant thereto, hereinafter the "Property."

2. OPENING AND CLOSING OF ESCROW.

- A. Upon execution of this Agreement by Seller and Buyer, the parties shall cause an escrow (the "Escrow") to be established with Beaumont Title Company-Deshotel, 275 North 18<sup>th</sup> Street, Beaumont, Texas 77707; tel: (409) 212-1400 ("Escrow Agent"). As used herein, the term "Opening of Escrow" shall mean the day on which Escrow Agent receives a copy of this Agreement executed by both Buyer and Seller. Consummation of the sale provided for herein (the "Closing") shall take place on the Closing Date through the

Escrow at Beaumont Title Company-Deshotel, 275 North 18<sup>th</sup> Street, Beaumont, Texas 77707 or at such other place as Buyer and Seller mutually agree in writing.

- B. For purposes of this Agreement, the Closing Date shall mean on or before November 15, 2006. At or prior to the Closing, each of the parties shall execute and deliver such documents and perform such acts as are provided for herein, or as are necessary, to consummate the transaction contemplated hereunder. All obligations of the parties to be performed at or prior to Closing are conditions precedent to the Closing as well as covenants.

3. RESERVATIONS/EXCEPTIONS

- A. The conveyance will be subject to all restrictions, easements, covenants, conditions, pipelines, rights of way, and prior conveyance or reservations of minerals and/or royalties of record in said county, affecting the Property; and will be subject to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the Property.
- B. The conveyance will be further made subject to the following, and it is hereby expressly agreed and understood, that all oil, gas and other minerals, in, on or under the Property will be excepted and reserved to the Seller, subject to the following limitations:
1. Seller's and its successors' and assigns' use of the surface of the Property for drilling for, producing, or processing any oil, gas or any other minerals or for conducting seismic surveys or subsurface injection operations is prohibited due to the fact that the Property will be utilized as a dedicated improved public roadway with appurtenant utility and related easements which if necessity preclude utilization of the surface for drilling, producing, processing or other related operations, including subsurface injection operations.
  2. Seller further reserves for Seller, its successors and assigns, the subsurface of, and all subsurface structure(s) under the Property for subsurface injection and/or withdrawal of oil, gas and/or salt water, for (a) storage and/or (b) oil, gas, or other mineral recovery operations. Any subsurface injection by Seller, its successors or assigns, pursuant to this paragraph shall be conducted so that such subsurface injection occurs at a depth greater than 2,500 feet below the surface. Further Seller, for itself and its successors or assigns agrees that only oil, gas, saltwater, or other non-hazardous chemicals may be injected in connection with such subsurface injection operations as provided under this paragraph.
  3. Nothing in this deed in any manner prevents Seller, its successors or assigns, from removing any oil, gas, or other minerals from the Property by any generally accepted method which does not include the use of the surface.

4. Seller further reserves for Seller, its successors and assigns, the right to produce or remove any oil, gas, or other minerals from or under any part of the Property by directional drilling or any other methods which do not require a well or mine to be placed upon or any other surface operations to be conducted upon any part of the surface of the Property, except as may be otherwise authorized by the other provisions of this deed.
  5. Subject to the limitations of paragraph B-2 above, Seller further reserves for Seller, its successors and assigns, the right to conduct subsurface injection of oil, gas and/or salt water under the Property by directional drilling or any other methods which do not require an injection well to be placed upon or any other surface operations to be conducted upon any part of the surface of the Property, except as may be otherwise authorized by the other provisions of this deed.
- C. Seller reserves and excepts for Seller, its successors and assigns, the rights of ingress and egress for the purpose of connecting to any City, water lines and other utility trunks and mains located on the Property and the collateral right to disturb the Property to make connection(s) to the water and sewer lines, as long as the following conditions are met, to wit:
1. Said connection(s) shall comply with all applicable public or private regulations, policies and procedures regarding connections to water and other utility trunks and mains; and
  2. Seller, its successors and assigns, shall restore the Property to substantially its former state and, should it fail to make such restoration, within thirty (30) days after initiating work on the Property, to make the connection(s), Buyer, its successors or assigns, may, at its election, restore the Property to its former state at the sole cost of Seller.
- D. Seller will reserve and accept for Seller, its successors and assigns, the rights of ingress and egress for the purpose of maintaining Seller's water tie-in and utility tie-in lines.

#### 4. PURCHASE PRICE AND PAYMENT TERMS.

4.1 Price. The total purchase price to be paid for the Property shall be FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), payable as follows:

A. \$5,000.00, as an earnest money deposit (the "Earnest Money") shall be deposited by Buyer in cash, cashier's check, certified check or wire transfer in Escrow simultaneously upon Opening of Escrow and shall be paid to Seller at Closing; and

B. \$45,000.00, to be paid by Buyer to Seller by wire transfer, certified check or cashier's check at Closing.

The sums described in subparagraphs (a) and (b) above are collectively referred to herein as the "Purchase Price".

5. OTHER CONSIDERATION.

- (a) The Buyer agrees to build a roadway on the Property from the Port Arthur Economic Development Corporation Business Park to Highway 365, hereinafter "Jade Avenue Ext.", as soon as practicable after receiving a federal or State grant for construction of Jade Avenue Ext., but in no case later than December 31, 2009;
- (b) The buyer installed a total of 4963.94 feet, more or less, of fencing, along the length of both sides of the property, with specifications similar to the fencing already installed around the perimeter of the Seller's adjoining property;
- (c) If the grant request referred to hereinabove is denied, despite the best efforts of Buyer, then Buyer agrees to complete construction of Jade Avenue Ext. using non-grant funds no later than December 31, 2009;
- (d) If Buyer fails to construct Jade Avenue Ext. by December 31, 2009, then Buyer, as liquidated damages, will reconvey the Property to the Seller at no cost to Seller, abandoning the water supply and sewer lines
- (e) Buyer will pay any fee that the City assesses against the Seller for the construction of Jade Ave. Ext. on the Property, which is adjacent to other real property owned by Seller;
- (f) The Property will be used solely as a roadway and utility right of way;
- (g) The Jade Ave. Ext. construction will meet the minimum standards prescribed by the City for streets dedicated to the City;
- (h) If Jade Ave. Ext. is constructed with a median and curbs, the Seller will have the right, during the design phase, to specify additional curb and median cuts for the benefit of adjoining property owned by Seller and the Buyer will construct the curb and median cuts as specified by Seller;
- (i) If Jade Ave. Ext. is not constructed with curbs, the Seller will have the right, during the design phase, to specify the location of two culverts, up to fifty (50) feet each, one on each side of the road, to accommodate road crossings, and the Buyer will construct the culverts as specified by Seller;
- (j) Seller will have the right, during the roadway design phase, to specify locations for fire hydrants on the property and Buyer will purchase and install the fire hydrants as specified.
- (k) Buyer will prohibit hunting, with firearms or with dogs or otherwise, and fishing on the Property; and
- (l) If for the right to connect to City water or sewer service lines installed on the Property, the City charges the Seller more than the amounts detailed in §110-61(b)(1) through (b)(4) and §110-168 (a)(1) through (a)(3) of the City of Port Arthur Ordinances in effect on the date this Agreement is executed, Buyer will pay the Seller the additional amount that Seller was required to pay.



- (m) Buyer will indemnify Seller for claims related to occurrences that arise out of activities during the period of alleged trespass by the PAEDC and/or its Contractors through its coverage by the Texas Municipal League Intergovernmental Risk Pool, hereinafter "TMLIRP". The indemnification endorsement underwritten by the TMLIRP is contained in Exhibit "C". The period of coverage is from July 1, 2002 to the Closing.
- (n) If City codes are changed after the date of this Agreement, and such change affects the performance required in any of the other provisions of this Section 5, Buyer will be responsible for any additional expense involved in meeting the requirements of changes to City codes after the date of this Agreement.

These covenants will survive Closing.

#### 6. ESCROW INSTRUCTIONS.

The parties shall deliver to Escrow Agent an executed copy of this Agreement, which shall constitute instructions to Escrow Agent. If required by Escrow Agent, the parties shall execute the printed form escrow instructions used by Escrow Agent including any mutually acceptable modifications thereto (the "Escrow Instructions"), to which shall be attached an executed copy of this Agreement, and which together shall constitute instructions to Escrow Agent. If any of the provisions of this Agreement conflict with the Escrow Instructions, the provisions of this Agreement shall govern and control. No provision of the Escrow Instructions shall excuse any performance by either party at the times provided in this Agreement, extend the Closing Date provided for herein or provide any party hereto with any grace period not provided in this Agreement, and any such provision in the Escrow Instructions shall be deleted.

#### 7. TITLE REPORT; SURVEY.

As soon as reasonably possible after Opening of Escrow, Buyer may obtain, at Buyer's expense, and deliver a copy to Seller if so obtained, a current commitment for Owner Policy of Title Insurance ("Commitment"). If required by Title Company, Buyer shall have prepared, at Buyer's expense, a survey of the Property (the "Survey"). If any matters indicated as exceptions in such Commitment (other than the standard printed exclusions or exceptions) or shown on the Survey would materially and adversely affect Buyer's contemplated use of the Property, Buyer shall be entitled to object to such matters by delivering written notice to Seller and Escrow Agent on or before five (5) days after receipt of the last of said Commitment and Survey, said notice to specify in reasonable detail the matter to which Buyer objects and the manner in which said matter materially and adversely affects Buyer's contemplated use of the Property. Buyer shall be deemed to have approved the condition of title if it fails to notify Seller and Escrow Agent in writing of any objections by said date. After receipt of Buyer's objections, Seller shall be entitled to attempt to eliminate the matters to which Buyer has objected or to cause Escrow Agent to insure over said matters. Seller shall have until the Closing Date to eliminate said matters or to cause Escrow Agent to insure over said matters. If Seller eliminates said matters or causes Escrow Agent to insure over said matters, Seller shall notify Buyer thereof and Closing shall occur on the later of (i) ten (10) days after Buyer's receipt of such notification from Seller; or (ii) the Closing Date. If Seller at any time

notifies Buyer in writing that Seller is unable or unwilling to eliminate said matters or cause Escrow Agent to insure over said matters, this Agreement shall automatically terminate seven (7) days after the delivery of such notice by Seller unless Buyer waives the objection by written notice delivered to Seller and Escrow Agent on or before the expiration of such seven (7) day period, in which event Buyer shall be obligated to close the Escrow on the later of (i) five (5) days after Seller's receipt of notification from Buyer of Buyer's willingness to close; or (ii) the Closing Date. In the event of such termination by either Seller or Buyer, the Earnest Money shall be refunded to Buyer and the parties hereto shall have no further obligations to each other under this Agreement, except as otherwise specifically set forth in this Agreement.

8. TRANSFERRING DOCUMENT.

Title to the Property shall be conveyed to Buyer by a special warranty deed (the "Deed") duly executed by Seller and delivered at the Closing. The Deed shall be in the form contained in Exhibit "B", which is mutually satisfactory to Buyer and Seller. Buyer shall bear the cost of preparing and recording the Deed.

9. INSPECTION OF PROPERTY.

Buyer acknowledges that, prior to the execution of this Agreement, Buyer has had adequate opportunities to make such inquiries and inspections, conduct such tests, obtain such reports and undertake any other feasibility studies or inquiries as respects the Property or the transaction contemplated hereby as Buyer in its sole discretion deems appropriate and that Buyer is entering into this Agreement and is purchasing the Property based solely upon its own inspection and investigation. Except for surveying the Property, Buyer shall have no further right of entry upon the Property for such purposes prior to the Closing. Should Buyer fail to consummate this transaction, Buyer shall promptly deliver to Seller true and correct copies of all data, reports, analyses, pro formas, test results, studies and other documents generated by Buyer's previous inspections and testing of the Property or otherwise in Buyer's possession pertaining to the Property. Buyer agrees that all such information is confidential and shall not be released to persons not a party to this contract, except as required by law.

10. PROPERTY CONDITION.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, BUYER ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY, AND SUITABILITY AND FITNESS FOR INTENDED PURPOSE, WITH RESPECT TO ANY ASPECT OF THE PROPERTY. BUYER IS PURCHASING THE PROPERTY STRICTLY IN "AS IS" "WHERE AS" CONDITION, AND BUYER ACCEPTS AND AGREES TO BEAR ALL RISKS REGARDING ALL ATTRIBUTES AND CONDITIONS, LATENT OR OTHERWISE OF THE PROPERTY.

BUYER HAS MADE OR WILL MAKE PRIOR TO THE CLOSING ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS SUBSURFACE, SOIL, ENGINEERING AND OTHER CONDITIONS AND REQUIREMENTS, WHETHER THERE ARE ANY EMINENT DOMAIN OR OTHER PUBLIC OR QUASI-PUBLIC TAKINGS OF THE PROPERTY CONTEMPLATED, AND ALL ZONING AND REGULATORY MATTERS PERTINENT TO THE PROPERTY AND TO THE PRESENT USE OR OCCUPANCY OF THE PROPERTY. BUYER IS ENTERING INTO THIS AGREEMENT AND PURCHASING THE PROPERTY BASED UPON ITS OWN INSPECTION AND INVESTIGATION AND NOT IN RELIANCE ON ANY STATEMENT, REPRESENTATION, INDUCEMENT OR AGREEMENT OF SELLER EXCEPT AS SPECIFICALLY PROVIDED HEREIN. BUYER AGREES THAT NEITHER SELLER NOR ANYONE ACTING ON BEHALF OF SELLER HAS MADE ANY REPRESENTATION, GUARANTEE OR WARRANTY WHATSOEVER, EITHER WRITTEN OR ORAL, CONCERNING THE PROPERTY EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY ENGINEERING DATA, SOILS REPORTS, OR OTHER INFORMATION THAT SELLER OR ANY OTHER PARTY MAY HAVE DELIVERED TO BUYER IS FURNISHED WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. SELLER SHALL HAVE NO RESPONSIBILITY, LIABILITY OR OBLIGATION SUBSEQUENT TO THE CLOSING WITH RESPECT TO ANY CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL CONDITIONS, OR AS TO ANY OTHER MATTERS WHATSOEVER RESPECTING IN ANY WAY THE PROPERTY, AND BUYER HEREBY RELEASES SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WITH RESPECT TO SUCH CONDITIONS.

11. BUYER'S OBLIGATIONS.

Buyer shall obtain all governmental approvals necessary for the sale.

12. COMMISSIONS.

No Commissions are involved in this transaction.

13. REMEDIES.

13.1 Termination. Except as expressly prohibited in this Agreement, in the event of any default in this Agreement by either of the parties hereto, the other party, in addition to any right or remedy available hereunder, at law or in equity, shall have the right to terminate this Agreement by written notice to the defaulting party and Escrow Agent. If any such termination is the result of default hereunder by Seller, then the Earnest Money and interest accrued thereon shall be returned to Buyer. If Buyer defaults hereunder, actual damages to Seller will be difficult to calculate but Buyer and Seller agree that the amount of the Earnest Money designated above is a reasonable approximation thereof. Accordingly, if Buyer defaults, Seller shall be entitled to terminate this Agreement and immediately upon such termination by Seller, Escrow Agent shall pay to Seller, as Seller's sole remedy, the Earnest Money, together with interest thereon, and any other monies paid on behalf of Seller. Nothing contained in this Section shall prevent Seller from enforcing Buyer's obligations and liabilities which survive a termination of this Agreement.

13.2 No Specific Performance. If either Buyer or Seller breaches this Agreement prior to the Closing and, as a result, the Closing does not occur, each party waives the right to specific performance. Each party agrees that this clause shall constitute an absolute defense to any action filed by one of the parties hereto against the other for specific performance. This clause, if asserted by one of the parties hereto against an action for specific performance, shall enable said party to cause the action for a specific performance to be set aside, at any time nunc pro tunc.

13.3 Costs and Fees. If either party hereto breaches any term of this Agreement, the breaching party agrees to pay the non-breaching party all reasonable fees, including but not limited to reasonable attorneys' fees, expert witness fees, investigation costs, costs of tests and analysis, travel and accommodation expenses, deposition and trial transcript costs, court costs and other costs and expenses incurred by the non-breaching party in enforcing this Agreement or preparing for legal or other proceedings, whether or not instituted. If any legal or other proceedings are instituted, the party prevailing in any such proceeding shall be paid all of the aforementioned costs, expenses and fees by the other party, and if any judgment is secured by such prevailing party, all such costs, expenses, and fees shall be included in such judgment, attorneys' fees to be set by the court and not by the jury.

13.4 Default Interest. If any monies become payable by one party to the other pursuant to this Agreement and are not paid when due then all sums unpaid shall bear interest at the then highest lawful contractual rate from the due date or, if there is no maximum rate then in existence, at the per annum rate of 18%.

13.5 Waiver. Excuse or waiver of the performance by the other party of any obligation under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

#### 14. CONDEMNATION.

In the event of condemnation or notice of condemnation of all or a substantial portion of the Property prior to Closing, the parties shall proceed to Closing with no reduction in the purchase price. At Closing Seller shall (i) pay to Buyer through Escrow any condemnation proceeds received by Seller with respect to the Property, less fees, costs and expenses incurred by Seller in connection therewith; and (ii) assign to Buyer all of Seller's right, title and interest in and to any condemnation proceeds with respect to the Property only less fees, costs and expenses incurred by Seller in connection therewith.

#### 15. PRORATIONS; CLOSING COSTS.

15.1 Prorations. At the Closing, Escrow Agent shall obtain all necessary information and shall prorate and adjust real estate taxes, assessments, and fees between Seller and Buyer as of the Closing based on the latest available information. No further adjustment in such tax figures shall

occur following the Closing Date and Buyer shall be responsible for any roll back taxes or other increase in real estate taxes and assessments on the Property due to a change in the use or ownership of such Property. Seller and Buyer shall each pay their respective attorneys' fees. All recording charges, Escrow Agent's fees, and other costs of Closing shall be paid by Buyer; provided, however, that the defaulting party shall be responsible to pay any escrow cancellation fees if the Escrow fails to close.

15.2 Possession. Seller will deliver and Buyer will accept possession of the Property on the Closing Date.

16. MISCELLANEOUS.

16.1 Notices. No notice, consent, approval or other communication provided for herein or given in connection herewith shall be validly given, made, delivered or served unless it is in writing and delivered personally, sent by overnight courier or sent by registered or certified United States mail, postage prepaid, with return receipt requested, if to:

Seller, at: The Mamie McFaddin Ward Heritage Foundation  
c/o Capital One, National Association, Trust Department  
Attn: Shaheen L. Farah, Vice President and Trust Officer  
P.O. Box 3928  
Beaumont, Texas 77704-3928

Copy to:  
Phil Dunlap  
Wells, Peyton, Greenberg & Hunt, L.L.P.  
Century Tower, Suite 600  
550 Fannin Street  
Beaumont, Texas 77701  
P.O. Box 3708  
Beaumont, Texas 77704-3708

Buyer, at: THE CITY OF PORT ARTHUR SECTION 4A  
ECONOMIC DEVELOPMENT CORPORATION  
Attn: Jana Barnes  
4173 39<sup>th</sup> Street  
Port Arthur, Texas 77642

Copy to:  
Guy N. Goodson  
Germer Gertz, L.L.P.  
550 Fannin Street, Suite 400  
Beaumont, Texas 77701

P.O. Box 4915  
Beaumont, Texas 77704-4915

Escrow Agent, at: BEAUMONT TITLE COMPANY- DESHOTEL  
Attn: Joseph Deshotel  
275 North 18<sup>th</sup> Street  
Beaumont, Texas 77707

or to such other addresses as any party hereto may from time to time designate in writing and deliver in a like manner to the other party. Notices, consents, approvals, and communications given by mail shall be deemed delivered upon the earlier of forty-eight (48) hours after deposit in the United States mail in the manner provided above or upon delivery to the respective addresses set forth above, if delivered personally or sent by overnight courier.

16.2 Interpretation. The captions of the Sections of this Agreement are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. Time is of the essence of this Agreement.

16.3 Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the personal representatives, heirs, successors and assigns of Seller and Buyer. Buyer shall have no right to assign its interest hereunder without the prior written consent of Seller, and any such assignment without Seller's consent shall be void at Seller's option. If Buyer is a corporation, partnership, or trust, the transfer or assignment of any stock, interest or beneficial interest in such corporation, partnership or trust in excess of forty-nine percent (49%) shall be deemed an assignment within the meaning of this paragraph.

16.4 No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Seller and Buyer. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.

16.5 Entire Agreement. This Agreement constitutes the entire agreement between and the reasonable expectations of the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by a written agreement executed by all of the parties. Buyer shall not record this Agreement or any memorandum thereof in the public real estate records without the prior written approval of Seller, which approval may be withheld in Seller's sole and absolute discretion.

16.6 Further Documents. Buyer and Seller shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the Closing, to carry out the matters contemplated by this Agreement.

16.7 Utility Refunds. No agreements or contracts in existence at the Closing relating to utility refunds, deposit returns or otherwise are included in the transactions provided for in this Agreement, and Buyer shall have no right, title or interest therein or in any monies now or hereafter due Seller thereunder. All refunds, credits and discounts of any nature received by or accruing to the benefit of Buyer at any time after the Closing relative to the Property or any part thereof or to any utility for any part of the Property that were earned or agreed to prior to Closing shall be immediately remitted by Buyer to Seller in cash.

16.8 Incorporation of Exhibits. All exhibits attached to this Agreement are by this reference incorporated herein.

16.9 Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

16.10 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday or legal holiday, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal holiday.

16.11 Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed an original, but all counterparts shall constitute but one agreement.

16.12 Authority. If the Buyer is a corporation, partnership or limited liability company, each of the parties represents and warrants to the other that it is duly formed and validly existing in the state of its formation or pursuant to federal laws and is in good standing in the State of Texas. Each party further represents and warrants that it has full power and authority to enter into and carry out the provisions of this Agreement and all documents and instruments contemplated hereunder; that doing so will not violate or be in conflict with any law, rule, regulation or order or any agreement to which it is a party or under which it is bound; that this Agreement has been authorized by all necessary action and is the valid and binding obligation of such party.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Phil Dunlap, Foundation Attorney**

\_\_\_\_\_  
**Guy Goodson, Port Arthur EDC Attorney**

VERIFIED as consistent with City of Port Arthur Council Resolution No. \_\_\_\_\_..

\_\_\_\_\_  
Mark Sokolow, City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

**SELLER:**

THE MAMIE McFADDIN WARD HERITAGE  
FOUNDATION, acting by and through its duly  
authorized Co-Trustees:

Capital One, National Association, Co-Trustee

By: \_\_\_\_\_  
Shaheen L. Farah,  
Vice President and Trust Officer

\_\_\_\_\_  
Eugene H. B. McFaddin, Co-Trustee

\_\_\_\_\_  
Ida M. Pyle, Co-Trustee

\_\_\_\_\_  
Rosine M. Wilson, Co-Trustee



**BUYER:**

THE CITY OF PORT ARTHUR SECTION 4A  
ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Eli Roberts, President

By: \_\_\_\_\_  
Linda Spears, Secretary

APPROVAL BY ESCROW AGENT

Escrow Agent hereby (1) acknowledges receipt of a fully executed copy or counterpart copies of the foregoing Sale Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, which date is hereby designated as the "Opening of Escrow" date, and (2) agrees to establish an escrow (Escrow No. \_\_\_\_\_) in accordance therewith and to act in accordance with the provisions of the Sale Agreement. Escrow Agent further agrees to deliver immediately to Buyer and Seller fully executed copies of the Sale Agreement.

BEAUMONT TITLE COMPANY- DESHOTEL

By: \_\_\_\_\_  
Joseph Deshotel, Authorized Agent

LIST OF EXHIBITS

Exhibit "A" Property Legal Description  
Exhibit "B" Form of Special Warranty Deed

## EXHIBIT "A"

### DESCRIPTION OF A 100' WIDE (5.698 ACRE) STRIP OF LAND OUT OF THE WM. McFADDIN SURVEY, ABSTRACT NO. 416 JEFFERSON COUNTY, TEXAS

All that certain tract or parcel of land lying and being situated in Jefferson County, Texas, a part of the WM. McFADDIN SURVEY, ABSTRACT NO. 416, and being parts of Block 15, Range O, Block 15, Range P, and Block 14, 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 100' wide strip of land across, and a part 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 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, 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. 19-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 the said 100' wide strip tract of land herein described being more particularly described as follows:

COMMENCING at an iron rod with a Texas Department of Transportation (TxDOT) aluminum cap found for the southeast corner of that certain tract of land herein referred to as the "P.A.E.D.C." tract, which said P.A.E.D.C. tract is described in that certain instrument from E.G. Cordts, Jr., ... Colleen Clare Cordts Rice, ... Anna Camelia Cordts Edwardson, ... to Port Arthur Economic Development Corporation dated February 28, 2001 and recorded under County Clerk's File No. 2001007554 in the Official Public Records of Real Property of Jefferson County, Texas, 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 in 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 in the Official Public Records of Real Property of Jefferson County, Texas, the said corner being in the westerly right-of-way line of Texas State Highway Spur 93, and the said iron rod with a TxDOT aluminum cap found for corner being East (Basis of Bearings) along and with the south line of the said P.A.E.D.C. tract, said north line of the Parcel 32 tract and north line of the said Ward tract a total distance of 5,430.99 feet (called 5,431.07 feet) from a 5/8" iron rod with 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 P.A.E.D.C. tract and north line of the Parcel 32 tract, a distance of 16.92 feet (called 16.92 feet) to a 5/8" iron rod found for the northwest corner of the said Parcel 32 tract;

THENCE continuing West (called North 89° 37' 00" West) along and with the said south line of the P.A.E.D.C. tract and north line of the Ward tract, a total distance of 2,983.49 feet to a 5/8" iron rod with a red plastic cap stamped "S&P INC" set for the northeast corner and POINT OF BEGINNING of the said tract herein described;

THENCE South along and with a line, which said line is perpendicular to the said south line of the P.A.E.D.C. tract and north line of the Ward tract, a distance of 2,481.71 feet (called 2,480 feet) to a 5/8" iron rod with a red plastic cap stamped "S&P INC" set for the southeast corner of the said tract herein described, the said corner being in the south line of the said Ward tract and north line of that certain tract herein referred to as "TRACT 'B' ", which said TRACT 'B' is so designated and is indicated on that certain plat entitled "TRACTS 'A' AND 'B' ... ", which said plat is of record in Volume 14, Page 275 of the Map Records of Jefferson County, Texas;

THENCE South 89° 51' 08" West along and with the said south line of the Ward tract and north line of TRACT 'B', a distance of 15.02 feet to a 1/2" iron rod found for the northwest corner of the said TRACT 'B' and northeast corner of that certain tract of land herein referred to as the "70' JADE AVE. R.O.W." tract, which said 70' JADE AVE. R.O.W. tract is so designated and is indicated on the said plat entitled "TRACTS 'A' AND 'B' ... ";

THENCE continuing South 89° 51' 08" West along and with the said south line of the Ward tract and north line of the said 70' JADE AVE. R.O.W. tract, a distance of 69.96 feet (called 70 feet) to a 1/2" iron rod found for the northwest corner of the said 70' JADE AVE. R.O.W. tract and northeast corner of that certain tract of land herein referred to as "TRACT 'A' ", which said TRACT 'A' is so designated and is indicated on the said plat entitled "TRACTS 'A' AND 'B' ... ";

THENCE continuing South 89° 51' 08" West along and with the said south line of the Ward tract and north line of the said TRACT 'A', a distance of 15.02 feet to a 5/8" iron rod with a red plastic cap stamped "S&P INC" set for the southwest corner of the said tract herein described;

THENCE North along and with a line, which said line is perpendicular to the hereinbefore said north line of the Ward tract and south line of the P.A.E.D.C. tract, a distance of 2,481.97 feet (called 2,480 feet) to a 5/8" iron rod with a red plastic cap stamped "S&P INC" set for the northwest corner of the said tract herein described, the said corner being in the said north line of the Ward tract and south line of the P.A.E.D.C. tract;

THENCE East along and with the said north line of the Ward tract and south line of the P.A.E.D.C. tract, a total distance of 100.00 feet to the Point of Beginning and  
Containing 5.698 acres of land, more or less.

Prepared by:  
Schaumburg & Polk, Inc. for Project No. 3601.0  
By: James Verrett,  
Registered Professional Land Surveyor No. 1781  
May 31, 2001

**EXHIBIT "B"**

**Original to Grantee:**  
c/o Guy N. Goodson  
Germer Gertz, L.L.P.  
P.O. Box 4915  
Beaumont, Texas 77704

**Copy to Grantor:**  
c/o Capital One, N.A, Trust Dept.  
Attn: Shaheen L. Farah,  
Vice President and Trust Officer  
P.O. Box 3928  
Beaumont, Texas 77704-3928

**SPECIAL WARRANTY DEED**

DATE: \_\_\_\_\_, 2006

GRANTOR: The Mamie McFaddin Ward Heritage Foundation  
c/o Capital One, National Association, Trust Department  
Attention: Shaheen L. Farah, Vice President and Trust Officer  
P.O. Box 3928  
Beaumont, Texas 77704-3928  
Jefferson County

GRANTEE: CITY OF PORT ARTHUR SECTION 4A  
ECONOMIC DEVELOPMENT CORPORATION  
Attention: Floyd Batiste, Chief Executive Officer  
P.O. Box 1089  
Port Arthur, TX 77641  
Jefferson County

RECITALS: WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation, Grantee herein, incident to its mission to promote economic development within the City of Port Arthur (hereinafter the "City"), has acquired a 297.9732 acre tract to be utilized to develop and construct an industrial business park (hereinafter the "Business Park");

WHEREAS, ingress and egress to the Business Park will be enhanced through the extension of existing roadways, including the extension of Jade Avenue from Highway 365 to the Business Park;

WHEREAS, the extension of Jade Avenue will require acquisition of a certain tract currently owned and/or controlled by the Mamie McFaddin Ward Heritage Foundation, Grantor herein; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT,

for the consideration stated herein, Grantee and Grantor have agreed to transfer and convey a certain tract identified herein (the "Property") for construction of a public roadway and related improvements.

PROPERTY: Property description in metes and bounds is contained in Attachment "1."

- CONSIDERATION:
- (1) The sum of FIFTY THOUSAND and NO/100 DOLLARS (\$50,000);
  - (2) Grantee will pay for the installation of a total of 4963.94 feet, more or less, of fencing, along the length of both sides of the property, with specifications similar to the fencing already installed around the perimeter of the Grantor's adjoining property;
  - (3) Grantee will pay any fee that the City assesses against the Grantor for the construction of Jade Ave. Ext. on the Property, which is adjacent to other real property owned by Grantor;
  - (4) the Covenant that the property will be used solely as a street and utility right of way;
  - (5) the Covenant that the road construction will meet the minimum standards prescribed by the City for streets dedicated to the City;
  - (6) the Covenant that, the Grantor will have the right to specify the location of additional curb and median cuts or, if the road will not have curbs, two 50-foot culverts to accommodate road crossing, for the benefit of adjoining property owned by Grantor, and the Covenant that Grantee will ensure that the road is constructed with the curb and median cuts or culverts as specified by Grantor;
  - (7) the Covenant that the Grantor will have the right, during the street design phase, to specify locations for fire hydrants on the property and Grantee will purchase and install the fire hydrants as specified by Grantor;
  - (8) the Covenant that Grantee will prohibit hunting, with firearms or with dogs or otherwise, and fishing on the Property.
  - (9) Grantee will be responsible for any additional expense involved in meeting the requirements of changes to City codes after the date of this Agreement.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- A. This conveyance is made subject to all restrictions, easements, covenants, conditions, pipelines, rights of way, and prior conveyance or reservations of minerals and/or royalties of record in said county, affecting the Property; and subject to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the Property.
- B. This conveyance is further made subject to the following, and it is hereby expressly agreed and understood, that all oil, gas and other minerals, in, on or under the Property are accepted and reserved to the Grantor, subject to the following limitations:

1. Grantor's and its successors' and assigns' use of the surface of the Property for drilling for, producing, or processing any oil, gas or any other minerals or for conducting seismic surveys or subsurface injection operations is prohibited due to the fact that the Property will be utilized as a dedicated improved public roadway with appurtenant utility and related easements which if necessity preclude utilization of the surface for drilling, producing, processing or other related operations, including subsurface injection operations.
  2. Grantor further reserves for Grantor, its successors and assigns, the subsurface of, and all subsurface structure(s) under, the Property for subsurface injection and/or withdrawal of oil, gas and/or salt water, for (a) storage and/or (b) oil, gas, or other mineral recovery operations. Any subsurface injection by Grantor, its successors or assigns, pursuant to this paragraph shall be conducted so that such subsurface injection occurs at a depth greater than 2,500 feet below the surface. Further Grantor, for itself and its successors or assigns agrees that only oil, gas, saltwater, or other non-hazardous chemicals may be injected in connection with such subsurface injection operations as provided under this paragraph.
  3. Nothing in this deed in any manner prevents Grantor, its successors or assigns, from removing any oil, gas, or other minerals from the Property by any generally accepted method which does not include the use of the surface.
  4. Grantor further reserves for Grantor, its successors and assigns, the right to produce or remove any oil, gas, or other minerals from or under any part of the Property by directional drilling or any other methods which do not require a well or mine to be placed upon or any other surface operations to be conducted upon any part of the surface of the Property, except as may be otherwise authorized by the other provisions of this deed.
  5. Subject to the limitations of paragraph B-2 above, Grantor further reserves for Grantor, its successors and assigns, the right to conduct subsurface injection of oil, gas and/or salt water under the Property by directional drilling or any other methods which do not require an injection well to be placed upon or any other surface operations to be conducted upon any part of the surface of the Property, except as may be otherwise authorized by the other provisions of this deed.
- C. Grantor reserves and excepts for Grantor, its successors and assigns, the rights of ingress and egress for the purpose of connecting to any City water lines and other utility trunks and mains located on the Property and the collateral right to disturb the Property to make connection(s) to these utilities, as long as the following conditions are met, to wit:
1. Said connection(s) shall comply with all applicable regulations, policies and procedures regarding connections to water and other utility trunks and mains;

2. Grantor, its successors and assigns, shall restore the Property to substantially its former state. Should Grantor, its successors or assigns, fail to make such restoration within thirty (30) days after initiating work on the Property to make the connection(s), Grantee, its successors or assigns, may, at its election, restore the Property to its former state at the sole cost of Grantor.

D. Grantor reserves and accepts for Grantor, its successors and assigns the rights of ingress and egress for the purpose of maintaining Grantor's water tie-in and utility tie-in lines.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty set out above, grant, sell, and convey to Grantees the SURFACE ONLY of the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to have and to hold the SURFACE ONLY of the Property to Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Except as to the reservations from and exceptions to conveyance and warranty set out above. Grantor binds Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantees and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

Grantees expressly assume and agree to pay all property taxes and standby fees for the Property for the year 2006 and further assume and agree to pay all rollback taxes, if any, for the Property for the year 2006 and any previous years.

Notwithstanding the foregoing, property taxes assessed and arising out of the production of minerals shall be paid by Grantor and/or its successors and assigns.



EXECUTED on the \_\_\_\_ day of \_\_\_\_\_ A.D., 2006.

**GRANTOR**  
THE MAMIE McFADDIN WARD HERITAGE  
FOUNDATION, acting by and through its duly  
authorized Co-Trustees:

Capital One, National Association, Co-Trustee

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

**Shaheen L. Farah,**  
Vice President and Trust Officer

STATE OF TEXAS                   §  
  §  
COUNTY OF JEFFERSON         §

BEFORE ME, the undersigned authority, on this day personally appeared Shaheen L. Farah, Vice President and Trust Officer of Capital One, National Association., Co-Trustee of the Mamie McFaddin Ward Heritage Foundation, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
**Eugene H. B. McFaddin, Co-Trustee**

STATE OF TEXAS                 §  
  §  
COUNTY OF JEFFERSON         §

BEFORE ME, the undersigned authority, on this day personally appeared Eugene H. B. McFaddin, Co-Trustee of the Mamie McFaddin Ward Heritage Foundation, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
**Ida M. Pyle, Co-Trustee**

STATE OF TEXAS                 §  
  §  
COUNTY OF JEFFERSON         §

BEFORE ME, the undersigned authority, on this day personally appeared Ida M. Pyle, Co-Trustee of the Mamie McFaddin Ward Heritage Foundation, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
**Rosine M. Wilson, Co-Trustee**

STATE OF TEXAS           §  
                                  §  
COUNTY OF JEFFERSON   §

BEFORE ME, the undersigned authority, on this day personally appeared Rosine M. Wilson, Co-Trustee of the Mamie McFaddin Ward Heritage Foundation, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTEE**  
**THE CITY OF PORT ARTHUR SECTION 4A**  
**ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
**Eli Roberts, President**

STATE OF TEXAS           §  
                                  §  
COUNTY OF JEFFERSON   §

BEFORE ME, the undersigned authority, on this day personally appeared Eli Roberts, President, City of Port Arthur Section 4A Economic Development Corporation, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas

By: \_\_\_\_\_  
**Linda Spears, Secretary**

STATE OF TEXAS           §  
                                  §  
COUNTY OF JEFFERSON   §

BEFORE ME, the undersigned authority, on this day personally appeared Linda Spears, Secretary, City of Port Arthur Section 4A Economic Development Corporation, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public, State of Texas



## ATTACHMENT "1"

### DESCRIPTION OF A 100' WIDE (5.698 ACRE) STRIP OF LAND OUT OF THE WM. McFADDIN SURVEY, ABSTRACT NO. 416 JEFFERSON COUNTY, TEXAS

All that certain tract or parcel of land lying and being situated in Jefferson County, Texas, a part of the WM. McFADDIN SURVEY, ABSTRACT NO. 416, and being parts of Block 15, Range O, Block 15, Range P, and Block 14, 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 100' wide strip of land across, and a part 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 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, 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. 19-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 the said 100' wide strip tract of land herein described being more particularly described as follows:

COMMENCING at an iron rod with a Texas Department of Transportation (TxDOT) aluminum cap found for the southeast corner of that certain tract of land herein referred to as the "P.A.E.D.C." tract, which said P.A.E.D.C. tract is described in that certain instrument from E.G. Cordts, Jr., ... Colleen Clare Cordts Rice, ... Anna Camelia Cordts Edwardson, ... to Port Arthur Economic Development Corporation dated February 28, 2001 and recorded under County Clerk's File No. 2001007554 in the Official Public Records of Real Property of Jefferson County, Texas, 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 in 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 in the Official Public Records of Real Property of Jefferson County, Texas, the said corner being in the westerly right-of-way line of Texas State Highway Spur 93, and the said iron rod with a TxDOT aluminum cap found for corner being East (Basis of Bearings) along and with the south line of the said P.A.E.D.C. tract, said north line of the Parcel 32 tract and north line of the said Ward tract a total distance of 5,430.99 feet (called 5,431.07 feet) from a 5/8" iron rod with 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 P.A.E.D.C. tract and north line of the Parcel 32 tract, a distance of 16.92 feet (called 16.92 feet) to a 5/8" iron rod found for the northwest corner of the said Parcel 32 tract;

THENCE continuing West (called North 89° 37' 00" West) along and with the said south line of the P.A.E.D.C. tract and north line of the Ward tract, a total distance of 2,983.49 feet to a 5/8" iron rod with a red plastic cap stamped "S&P INC" set for the northeast corner and POINT OF BEGINNING of the said tract herein described;

THENCE South along and with a line, which said line is perpendicular to the said south line of the P.A.E.D.C. tract and north line of the Ward tract, a distance of 2,481.71 feet (called 2,480 feet) to a 5/8" iron rod with a red plastic cap stamped "S&P INC" set for the southeast corner of the said tract herein described, the said corner being in the south line of the said Ward tract and north line of that certain tract herein referred to as "TRACT 'B' ", which said TRACT 'B' is so designated and is indicated on that certain plat entitled "TRACTS 'A' AND 'B' ... ", which said plat is of record in Volume 14, Page 275 of the Map Records of Jefferson County, Texas;

THENCE South 89° 51' 08" West along and with the said south line of the Ward tract and north line of TRACT 'B', a distance of 15.02 feet to a 1/2" iron rod found for the northwest corner of the said TRACT 'B' and northeast corner of that certain tract of land herein referred to as the "70' JADE AVE. R.O.W." tract, which said 70' JADE AVE. R.O.W. tract is so designated and is indicated on the said plat entitled "TRACTS 'A' AND 'B' ... ";

THENCE continuing South 89° 51' 08" West along and with the said south line of the Ward tract and north line of the said 70' JADE AVE. R.O.W. tract, a distance of 69.96 feet (called 70 feet) to a 1/2" iron rod found for the northwest corner of the said 70' JADE AVE. R.O.W. tract and northeast corner of that certain tract of land herein referred to as "TRACT 'A' ", which said TRACT 'A' is so designated and is indicated on the said plat entitled "TRACTS 'A' AND 'B' ... ";

THENCE continuing South 89° 51' 08" West along and with the said south line of the Ward tract and north line of the said TRACT 'A', a distance of 15.02 feet to a 5/8" iron rod with a red plastic cap stamped "S&P INC" set for the southwest corner of the said tract herein described;

THENCE North along and with a line, which said line is perpendicular to the hereinbefore said north line of the Ward tract and south line of the P.A.E.D.C. tract, a distance of 2,481.97 feet (called 2,480 feet) to a 5/8" iron rod with a red plastic cap stamped "S&P INC" set for the northwest corner of the said tract herein described, the said corner being in the said north line of the Ward tract and south line of the P.A.E.D.C. tract;

THENCE East along and with the said north line of the Ward tract and south line of the P.A.E.D.C. tract, a total distance of 100.00 feet to the Point of Beginning and  
Containing 5.698 acres of land, more or less.

Prepared by:  
Schaumburg & Polk, Inc. for Project No. 3601.0  
By: James Verrett,  
Registered Professional Land Surveyor No. 1781  
May 31, 2001