

RESOLUTION NO. 22-191

A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A PURCHASE AGREEMENT WITH JOHN CRANE GROUP, LLC FOR THE SALE OF APPROXIMATELY 2.1 ACRES OF LAND AT THE CORNER OF JADE AVENUE AND MORRIS CARTER DRIVE IN THE SPUR 93 BUSINESS PARK

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") deems it is in the public interest to sell approximately 2.1 acres of land in the PAEDC Spur 93 Business Park (the "Business Park") to John Crane Group, LLC ("John Crane"); and

WHEREAS, John Crane is a Delaware corporation that wishes to acquire the land in the Business Park for the development of a 12,000 square foot building for the assembly and repair of mechanical seals along with office area for sales, engineering, and operating personnel; and

WHEREAS, John Crane has reviewed and agreed to the terms of the Purchase Agreement attached hereto as **Exhibit "A"**; and

WHEREAS, at its Regular Board Meeting of April 4, 2022, the PAEDC Board of Directors approved the sale of approximately 2.1 acres of land in the Business Park to John Crane pursuant to the Purchase Agreement; and

WHEREAS, the purchase price is at or above fair market value at the per acre cost of \$62,100.00 to be paid in full at closing, and the sale of the property shall be pursuant to a Special Warranty Deed.

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 of the City of Port Arthur approves the sale of approximately 2.1 acres of land in the Spur 93 Business Park pursuant to the Purchase Agreement with John Crane Group, LLC for the amount of \$130,410.00.

Section 3. That a copy of this Resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 26th day of April A.D., 2022, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Pro Lem Frank;
Councilmembers Jones, Kinlaw, Marks, and
Mason.

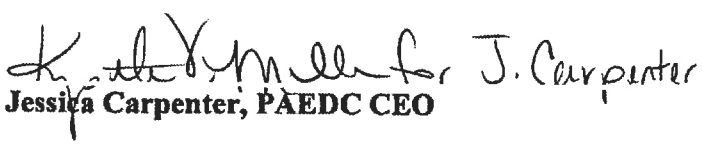
NOES: None.


Thurman Bartie, Mayor

ATTEST:


Sheryl Bellard, City Secretary

APPROVED:


Jessica Carpenter, PAEDC CEO

APPROVED AS TO FORM:


Frank Garza, PAEDC Attorney

APPROVED AS TO FORM:


Valecia R. Tizeno, City Attorney

EXHIBIT “A”

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is entered into, and is effective as of , 2022 (the “Effective Date”), by and between the **City of Port Arthur Section 4A Economic Development Corporation** (“Seller”) and **John Crane Group LLC**, a Delaware limited liability company or its permitted assignee (“Buyer”).

RECITALS:

A. Seller is Section 4A Economic Development Corporation and owner of certain real property together with all improvements located thereon, known as the Spur 93 Business Park and which is located in Port Arthur, Texas (the “Business Park”) of which includes an approximately 2.1 acre tract of land located at the corner of Jade Avenue and Morris Carter Drive in Port Arthur, Texas (“Land”).

B. Buyer would like to acquire for the Land for development of a 12,000 square foot building containing approximately 4,000 square feet of single-story office and 8,000 square feet of 18-20 ft. high warehouse for the assembly and repair of mechanical seals along with office area for sales, engineering and operating personnel (the “Facility”) (see site plan depicted on **Exhibit “B”**).

C. Seller desires to sell to Buyer and Buyer desires to buy the Land (as more particularly described on **Exhibit “A”** attached hereto) together with all improvements, if any, located on such land and all rights, privileges, servitudes, and appurtenances thereunto belonging or appertaining, including all rights, title and interest of Seller in and to the streets, alleys, and rights-of-way adjacent to such parcel, easements, all water and water rights (surface and subsurface), all permits (including, without limitation, any conditional use permits and special use permits), licenses, certificates of occupancy, approvals, dedications, land use rights, development rights, entitlements, commitments, capacity and rights for or related to water, wastewater, storm water, drainage and other utilities, including, without limitation, any present or future reservations and commitments available or allocable to the Land or dedicated to or reserved for the Land, and all reservation, commitment and impact fees, capital recovery charges and receipts paid by Seller (or any third party related thereto), access rights, parking rights, and any and all other rights, interests, privileges and appurtenances owned by or granted to or for the benefit of Seller or otherwise owned by or granted to or for the benefit of Seller or otherwise in effect and which relate to the Land (collectively, the “**Property**”) from Seller for purposes of constructing the Facility and subject to the terms and conditions contained herein and incorporated by reference herein as if fully set forth. Notwithstanding the foregoing, the Land and Property do not include in the mineral rights. Seller’s deed for the Land and Property will reserve any and all of the oil and gas and their constituents, sulfur, coal, lignite, uranium, and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances presently in or under the premises described in **Exhibit “A,”** but will contain a release and waiver of Seller’s right of access to or use of the surface of the Property for exploration, development or production of such substances.