

RESOLUTION NO. 25-255

**A RESOLUTION AUTHORIZING THE PORT ARTHUR
ECONOMIC DEVELOPMENT CORPORATION TO ENTER
INTO A REAL ESTATE SALES AGREEMENT WITH
SPIDLE & SPIDLE, INC. FOR THE SALE OF
APPROXIMATELY 0.407 ACRES OF LAND AT THE
CORNER OF JADE AVENUE AND SOUTH BUSINESS
PARK DRIVE IN THE SPUR 93 BUSINESS PARK**

WHEREAS, per Resolution 24-493, the City Council of the City of Port Arthur (the "City Council") approved the Port Arthur Economic Development Corporation (the "PAEDC") to sale approximately two (2) acres of land in the PAEDC Spur 93 Business Park (the "Business Park") to Spidle & Spidle, Inc. (Spidle & Spidle") for the purpose of relocating Spidle Oil from its current location at 401 W. 19th Street in Port Arthur to the Business Park; and

WHEREAS, Spidle & Spidle has completed their construction plans for their new facility in the Business Park and has found the need for additional land to accommodate their operational needs; and

WHEREAS, at its Regular Board Meeting of June 2, 2025, the PAEDC Board of Directors approved the sale of 0.407 acres of land in the Business Park to Spidle & Spidle pursuant to the Real Estate Sales Agreement attached hereto as **Exhibit "A"**; and

WHEREAS, Spidle & Spidle has reviewed and agreed to the terms of the Real Estate Sales Agreement; and

WHEREAS, per Resolution 21-106, the City Council has set the price per acre in the Business Park at \$62,100.00; and

WHEREAS, Spidle & Spidle's total purchase price for the 0.407 acres of land in the Business Park is \$25,274.70 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 0.407 acres of land in the Spur 93 Business Park pursuant to the Real Estate Sales Agreement with Spidle & Spidle, Inc. for \$25,274.70.

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

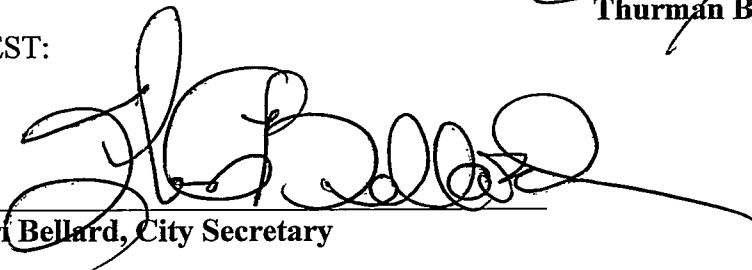
READ, ADOPTED AND APPROVED on this 4th day of June A.D., 2025, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Bartie

Councilmembers MPT Doucet, Lewis, Beckman,
Hamilton - Everfield

NOES: None

ATTEST:

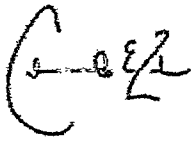

Sherri Bellard, City Secretary


Thurman Bartie, Mayor

APPROVED:


Terry Stokes, PAEDC CEO

APPROVED AS TO FORM:



Charles Zech, PAEDC Attorney

APPROVED AS TO FORM:



Roxann Pais Cotroneo, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

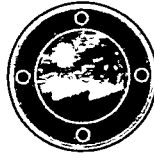


Lynda Boswell, Finance Director



PA24371

Exhibit A



PORT ARTHUR

ECONOMIC DEVELOPMENT CORPORATION

REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement ("Agreement") is entered into between the Port Arthur Economic Development Corporation ("Seller") and Spidle & Spidle, Inc. ("Buyer") (collectively, the "Parties"), and is effective on the date of the last of signatures by Seller and Buyer and by the Title Company as escrow agent as defined below to acknowledge receipt of the Contract and the Earnest Money in good funds (the "Effective Date").

PURCHASE AND SALE OF PROPERTY

A. Seller is the owner of certain real property consisting of an approximately 0.407 acre tract of land out of Block 2, Port Arthur Economic Development Business Park, and which is located at or near the Port Arthur Economic Development Corporation Business Park, and as more particularly depicted in Exhibit "A" (the "Land").

B. Subject to the terms of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to buy and pay Seller for the Land, together with all improvements, if any, located thereon; 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 the Land (collectively, the "Property"); but expressly excluding the mineral interests, which shall be reserved by Seller as provided in the instrument of conveyance applicable to this transaction, and subject to the terms and conditions contained herein and incorporated by reference herein as if fully set forth.

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 PURCHASE PRICE

1.1 Purchase Price and Payment. The purchase price is \$25,274.70 (the "Purchase Price").

1.2 Deposit of Earnest Money. Within five days of the Effective Date, Buyer shall deposit earnest money in good funds in the amount of \$1,010.99 (the "Earnest Money") with Texas Regional Title, 7980 Anchor Drive, Building 800, Port Arthur, Texas 77642 (the "Escrow Holder" or "Title Company"). Buyer may direct Title Company to deposit the Earnest Money into an interest-bearing account. The Earnest Money, together with any interest earned thereon, shall be applied as a credit against the Purchase Price at Closing (as defined below).

1.4 Refund of Earnest Money. The Earnest Money shall be fully refundable to Buyer if Seller breaches or defaults in the performance of any of its obligations under this Agreement, or if Buyer elects to terminate this Agreement pursuant to any provision set forth herein.

1.5 Closing Transaction. Consummation of the sale provided herein (the "Closing") shall take place on the Closing Date (as herein defined) through the Escrow Holder at its offices or at such other place Seller and Buyer mutually agree in writing. At or prior to the Closing Date, each of the parties shall execute and deliver such documents and perform such acts as are provided for in this Agreement or as are necessary to consummate the Closing.

1.6 Escrow Instructions. Seller and Buyer shall deliver to the Escrow Holder an executed copy of this Agreement and such additional escrow instructions to Escrow Holder as each party deems appropriate or as Escrow Holder may reasonably require, provided that such instructions are consistent with this Agreement (the "Escrow Instructions"). No Escrow Instruction shall excuse any performance by either Buyer or Seller at the times provided in this Agreement, extend the Closing Date provided for in this Agreement, or provide either Buyer or Seller with any grace period not provided in this Agreement; and any Escrow Instruction to the contrary shall be considered of no force and effect.

ARTICLE 2 PRE-CLOSING MATTERS

2.1 Delivery of Due Diligence Materials. On or before fifteen days following the Effective Date, Seller shall deliver to Buyer the following documents (the "Due Diligence Materials") to the extent such materials are in Seller's possession or subject to Seller's reasonable control and to the extent such materials relate to the Property or any improvements thereon: plans and specifications; land survey(s); all structural, seismic, soils, engineering and geological investigations and reports; all environmental investigations and reports; reciprocal easement agreement(s); covenants, conditions, and restrictions; any leases, licenses or occupancy agreements (with any amendments) and all agreements (including, but not limited to, service and maintenance agreements) relating to the operation, use and maintenance of the Property.

2.2 Title Commitment. Within 10 days from the Effective Date, Buyer shall have the right, prior to the expiration of the Feasibility Period (defined below) to obtain a current (Form T-7) title commitment ("Title Commitment") from the Title Company for issuance to Buyer of a standard Texas form (Form T-1) Owner's Policy of Title Insurance in the amount calculated at the current rate as promulgated by the Texas Department of Insurance (the "Title Policy"). Buyer shall have until 30 days from the Effective Date (the "Title Review Period") to object in writing to any exceptions stated in the Title Commitment. In the event that Buyer shall so object to any exceptions, Seller shall have ten days from its receipt of such written objections (the "Response Deadline") within which to resolve or eliminate such exceptions or to notify Buyer in writing of its inability or unwillingness to remove such exceptions. In the event Seller shall so notify Buyer of its inability to unwillingness to resolve or eliminate such exceptions prior to the Response Deadline, Buyer, by written notice to Seller, may do one of the following: (i) terminate this Agreement and be released from all duties and obligations hereunder and the Earnest Money shall be returned to the Buyer; or (ii) waive such exceptions and proceed with the transaction contemplated herein. Any exceptions listed in the Title Commitment to which Buyer shall not object prior to the expiration of the Title Review Period (or which Buyer shall have approved or waived affirmatively) shall be deemed to be "Permitted Exceptions."

2.3 Right of Entry and Indemnification. From the Effective Date until the end of the Feasibility Period, Seller grants Buyer and its agents permission to enter upon the Property, for the purpose of making such surveys, and non-invasive tests and examinations (collectively "Tests"). In the event Buyer and its representatives find it necessary, based on the results of initial examinations and testing, that Buyer deems it reasonably necessary to conduct invasive Tests (including test borings or to remove samples of materials), Buyer may undertake such Tests provided that (1) Buyer notifies Seller with at least 72 hours' notice so Seller may be present during such testing, if Seller so chooses; (2) in the event Buyer terminates this Agreement and fails to close the purchase of the Property, Buyer shall repair at its cost any damage to any of the Property resulting from the Tests; and (3) Buyer shall indemnify, defend and hold Seller harmless from (i) any and all liabilities, claims, damages and expenses (including attorneys' fees, court costs, and costs of investigation) arising out of or in connection with the Tests or the entry unto the Property by Buyer or its agents and (ii) any mechanics' liens on the Property arising from the Tests. Seller shall in no way be liable to Buyer for any existing damage or previous damage on the Property as of the Effective Date. The rights afforded by this Section 2.4(2) and (3) shall survive termination of this Agreement.

2.4 Feasibility Period. In addition to the matters covered in Section 2 above and Section 3 below and any other termination rights granted herein, Buyer shall have the right to terminate this Agreement for any reason within 60 days from the Effective Date (the "Feasibility Period"). The right to terminate during the Feasibility Period shall inure exclusively to Buyer and Buyer may, at its sole option, waive its right to terminate this Agreement prior to the expiration of the Feasibility Period by providing a written notice to Seller. [Buyer, at its sole option, shall also have the right to extend the Feasibility Period for two (2) additional periods of 30 days each, provided written notice of such election is delivered by Buyer to Seller prior to the expiration of the Feasibility Period. For the right to extend the Feasibility Period for each additional 30 day period, the Buyer shall, concurrently with the delivery of written notice to Seller, deposit with the Escrow Holder the sum of \$5,000.00 as an addition to the Earnest Money for each extension exercised. The additional deposit(s) shall, together with the original Earnest Money, be known as the "Earnest Money."]

2.6 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, IN THE INCENTIVE AGREEMENT OR THE DOCUMENTS DELIVERED BY SELLER AT CLOSING. 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, EXCEPT FOR ANY MATTERS OF FRAUD OR KNOWING MISREPRESENTATION.

2.5 Covenants and Restrictions.

2.5.1 Prior to Closing, Buyer will have reviewed all requirements of the City of Port Arthur, Texas for construction standards required for improvements on the Property, including but not limited to those relating to compliance with the Americans with Disabilities Act and improvements related thereto.

2.5.2 The Property being purchased by Buyer is subject to Covenants and Restrictions, as may be amended, and recorded in the Official Public Records of Jefferson County, Texas. **THE RESTRICTIONS LIMIT THE BUYER'S USE OF THE PROPERTY.** Buyer shall, prior to Closing, provide Seller with written information describing in reasonable detail the intended use of the Property (the "Intended Use") and shall affirm in writing that such Intended Use complies with all Covenants and Restrictions applicable to the Property. Seller may submit Buyer's Intended Use to Seller's Board of Directors if necessary to determine compliance with the Covenants and Restrictions. Buyer shall not materially change the Intended Use of the Property without first providing Seller with written notice of such proposed change, including a description of the new or modified use (the "Proposed Use"), in sufficient detail to allow Seller to evaluate its compliance with the applicable Covenants and Restrictions. Upon receipt of such notice, Seller shall review the Proposed Use and, if necessary, refer the matter to its Board of Directors, if Seller determines in its sole discretion that board review is necessary to assess compliance with the Covenants and Restrictions. Nothing in this Section shall be construed to grant Seller approval rights over Buyer's use of the Property beyond the scope of verifying compliance with the Covenants and Restrictions.

2.5.3 Buyer acknowledges the requirement to develop facilities (buildings for user occupancy) within 18 months of Closing. If Buyer purchases the Property and construction has not been completed in the period specified, Seller shall have the option to repurchase the Property on the terms set forth in the Covenants and Restrictions, 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 be completed by the specified date. Exercise of the option will be by formal action of the Board of Directors of Seller and delivery of written notice of exercise of the option shall be the cause of an immediate halt to any actions to develop the Property. Seller remedies for breaches of the Covenants and

Restrictions survive Closing. Buyer also understands and acknowledges that the Property is subject to annual assessments which, as of the date of this Contract, amount to \$500 per acre per year, and payable on or before December 31" of each year. Other assessments may apply. Seller has the right to amend such assessments as provided in the Covenants and Restrictions. See Exhibit "B" attached hereto and made a part hereof by reference.

2.6 Deposit Non-Refundable. Upon satisfaction of all of the conditions described elsewhere in Article 2 and below in Article 3.5 of this Agreement, Buyer's Earnest Money deposit shall become non-refundable (except as specifically set forth in this Agreement or in the event of a Seller default) and applicable to the Purchase Price.

ARTICLE 3 CLOSING CONDITIONS

The obligation of Buyer to purchase the Property is subject to the satisfaction or waiver by Buyer of the conditions set forth below, which conditions are for the sole benefit of Buyer and which may be waived, in whole or in part, by Buyer:

3.1 Title. On or promptly after the Closing Date, the Title Company shall issue to Buyer or Buyer's assignee the Title Policy insuring Buyer in the amount calculated at the rate set forth in Article 2.3 above that fee simple title of the surface only to the Property is vested in Buyer, together with such endorsements as Buyer may reasonably require and subject only to (i) liens for then-current real property taxes, bonds and assessments not delinquent, (ii) the Permitted Exceptions, (iii) any other matters to which Buyer shall agree in writing.

3.2 Assignment. At the Closing, Seller shall assign to Buyer all of Seller's right, title and interest in and to any contracts, permits and warranties specifically identified and relating to the Property which Buyer wishes to assume pursuant to an Assignment of Contracts, Permits and Warranties in the form attached hereto as Exhibit "B" (the "Assignment").

3.3 Governmental Approvals. Buyer shall be obligated to proceed to Closing only after obtaining all necessary governmental approvals, including but not limited to the proper zoning for the Facility, legal lot status (final plat), any required conditional or special use permits, and all required building permits for the Facility. Seller agrees, upon Buyer's request, to cooperate with Buyer in connection with Buyer's efforts to secure such approvals, provided any such requested cooperation is reasonable under the circumstances.

3.4 Subdivision. If the Property is not currently legally subdivided in a manner sufficient to permit the conveyance of the Property or the development of the Facility, Buyer's obligation to close shall be subject to obtaining a Final Plat or Replat of the Property which is acceptable to Buyer and the governing authority with jurisdiction. Seller agrees to cooperate with Buyer in all reasonable respects in obtaining Final Plat or Replat approval for the Property, and in recording the Final Plat or Replat. All costs of the platting process will be borne by Buyer.

3.5 Condition of Property. There shall have been, by Closing, no material adverse change in the condition of the Property from the dates of the inspections conducted in satisfaction of the conditions of this Agreement, or in the building, subdivision, or other laws, ordinances, rules, or regulations applicable to the Property from the date of satisfaction of the conditions set forth herein until Closing.

ARTICLE 4 CLOSING

4.1 Escrow. The purchase and sale transaction contemplated by this Agreement shall be consummated through the Escrow process with the Escrow Holder.

4.2 Closing Date. The Closing Date shall be on or before the fifteenth business day following the expiration of the Feasibility Period.

4.3 Escrow Instructions. The parties hereby instruct Escrow Holder to open and complete Escrow and Closing in accordance with the Escrow Instructions. Buyer and Seller shall deposit with Escrow Holder in a timely fashion all funds, documents, supplemental instructions and instruments necessary to consummate the transactions contemplated by this Agreement prior to the Closing Date.

4.4 Closing Deliveries. At the Closing the following, which are mutually concurrent conditions, shall occur:

4.4.1 Buyer, at its expense, shall deliver or cause to be delivered to the Escrow Holder and Title Company the following:

- (a) the Purchase Price, subject to the Earnest Money deposit(s) and adjustments and prorations as provided herein, in funds available for immediate value in Seller's accounts;
- (b) evidence satisfactory to Title Company that the person(s) executing the closing documents on behalf of Buyer have full right, power, and authority to do so;
- (c) a fully-executed counterpart of any economic development performance agreement negotiated and agreed to between Buyer and Seller; and
- (d) such other documents as may be reasonably requested by the Title Company in accordance with this Agreement, or as are customarily executed in the county in which the Property is located to effectuate the conveyance of property similar to the Property.

4.4.2 Seller, at its expense, shall deliver or cause to be delivered to Buyer the following:

- (a) a special warranty deed substantially in the form attached hereto as **Exhibit "C"** (the "Deed"), fully executed and acknowledged by Seller, and otherwise in recordable form as provided in Section 5.1;
- (b) evidence of authority of Seller to enter into this transaction;
- (c) documentation satisfactory to Buyer and Title Company that the person(s) executing and delivering the closing documents on behalf of Seller have full right, power and authority to do so;

- (c) a certificate meeting the requirements of Section 1445 of the Internal Revenue Code of 1986, executed and sworn to by Seller;
- (d) a fully-executed counterpart of of any economic development performance agreement negotiated and agreed to between Buyer and Seller; and
- (g) such other documents as may be reasonably required by the Title Company in accordance with this Agreement.

4.5 Closing Costs and Charges.

4.5.1 *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; the costs to provide certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph C.5. and Seller's records; any other costs expressly required to be paid by Seller in this Contract; and Seller's attorney's fees and expenses.

4.5.2 *Buyer's Costs.* Buyer will pay one-half of the escrow fee; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by Buyer; the costs of work required by Buyer to have the Survey reflect matters other than those required under this Contract except changes required for curative purposes; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender, if any; any other costs expressly required to be paid by Buyer in this Contract; and Buyer's attorney's fees and expenses.

ARTICLE 5 TRANSFER OF TITLE AND POSSESSION

5.1 Deed. Seller shall convey to Buyer or to Buyer's assignee at the Closing, by Special Warranty Deed, fee simple title to the Property, free and clear of any and all recorded and unrecorded liens, claims, obligations, encumbrances, easements, leases, covenants, restrictions and other matters affecting the Property and/or title thereto except only the Permitted Exceptions, current real property taxes, bonds and assessments not yet due and payable, and any other matters to which Buyer shall agree in writing.

5.2 Possession. Seller shall deliver possession of the Property to Buyer free and clear of the occupancy or possessory rights of all others on the Closing Date.

ARTICLE 6 (Intentionally Left Blank)

ARTICLE 7 TERMINATION AND DAMAGES

7.1 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 deposit and any 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 deposit 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 the Earnest Money deposit, 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 termination of this Agreement.

7.2 Condemnation and Casualty. If before the Closing, either party receives notice of any condemnation or eminent domain proceeding, any proceeding in lieu of condemnation being initiated against the Property, or the damage or destruction of all or a part of any improvements located at the Property, the party receiving the notice shall promptly notify the other party in writing of that fact. Buyer may elect to either proceed with the sale of the Property or to terminate this Agreement within 30 days from the date that the notice is received. If Buyer elects to proceed with the acquisition of the Property, then Buyer may, solely at its own discretion, accelerate the Closing to any time prior to the Closing Date set forth hereinabove. If Buyer proceeds with the purchase in accordance with the terms of this Agreement, all condemnation and insurance proceeds shall be paid to Buyer. If any proceeds have not been collected as of the Closing, then all rights to those proceeds shall be assigned to Buyer at the Closing.

BUYER

SELLER

7.5 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.

ARTICLE 8 MISCELLANEOUS

8.1 Merger. Except as otherwise expressly provided in this Agreement, the representations, warranties and agreements of the parties contained or provided for in this Agreement shall survive the close of Escrow and delivery of the Deed to Buyer.

8.2 Notices. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to any person or entity shall be in writing, and any such notice shall

become effective five business days after being deposited in the mails, certified or registered, with appropriate postage prepaid for first-class mail or, if delivered personally, by reputable overnight courier service, or by facsimile transmission or electronic mail, when received, and shall be directed to the address of such person or entity set forth below, or at such other address as either party shall hereafter designate in writing and deliver to the other in accordance with the provision of this paragraph:

Buyer at: **Bill Spidle**
Spidle & Spidle, Inc.

Telephone: _____

Fax: _____

E-mail: _____

With a copy to:

Telephone: _____

Fax: _____

E-mail: _____

Seller at: **Terry Stokes, CEO**
Port Arthur Economic Development Corp.
501 Procter Street
Port Arthur, TX 77640
Telephone: (409) 963-0579
Facsimile: (409) 962-4445
E-mail: tstokes@paedc.org

Charles Zech, EDC Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, P.C.
2500 W. William Cannon, Suite 609
Austin, TX 78745
Telephone: 512-279-6431
E-mail: cezech@rampagelaw.com

Escrow Holder at: **Texas Regional Title**
7980 Anchor Drive, Building 800
Port Arthur, Texas 77642
Telephone: (409) 861-7300
Facsimile: (409) 727-8386

8.3 Authority and Execution. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Agreement and all of its obligations hereunder.

8.4 Severability. The invalidity or unenforceability of any term or provision of this Agreement or the nonapplication of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be construed as if such invalid, unenforceable, or nonapplicable provision were omitted.

8.5 Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. The provisions of this Article 8.5 may not be waived except as herein set forth.

8.6 Headings. The headings of the various Articles of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof or thereof.

8.7 Parties in Interest. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their successors and assigns. Buyer shall not assign its rights under this Agreement to any third party without the prior written consent of Seller.

8.8 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8.9 Broker Fees. Seller represents and warrants that it has not engaged any agent or broker with respect to this transaction. Buyer may engage the services of a broker for this transaction, but in no event shall Seller be liable for any broker fees.

8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8.11 Attorneys' Fees. In the event of any proceeding brought by either party to enforce the terms of or arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

8.12 Cooperation. Each party hereto will, upon the reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Agreement.

8.13 IRC §1445. Buyer's performance hereunder is conditioned upon Seller providing Buyer at close of escrow with all documentation required by Internal Revenue Code Section 1445 to assure Buyer that Seller is not a "foreign person" as that term is used in Section 1445, or in the alternative, if Seller is a "foreign person," to assure that all steps have been taken so that Buyer will not be liable for payment of any taxes due on the proceeds of the sale.

8.14 Entire Agreement. This Agreement constitutes and contains the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements respecting the subject matter hereof and thereof. This Agreement is executed without reliance upon any representation by any party hereto except as expressly set forth herein. This Agreement may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

8.17 Computation of Time. If the expiration date of any period of time for performance hereunder falls on a Saturday, Sunday or legal holiday, then, in such event, the expiration date of such period of time for performance shall be extended to the next business day.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

SELLER:

City of Port Arthur Economic Development Corporation

By: _____
President

Date: _____, 20__

By: _____
Secretary

Date: _____, 20__

BUYER:

By: _____

Date: _____, 20__

ESCROW HOLDER:

Attn:

Telephone:

E-mail:

By: _____

Date Received: _____, 20__

Title: _____

METES AND BOUNDS DESCRIPTION:

BEING A 0.407-ACRE TRACT OF LAND IN THE WILLIAM MCFADDEN SURVEY, ABSTRACT No. 416, A PART OF BLOCK 15, RANGE "O" OF THE PORT ARTHUR LAND COMPANY (PALCO) SUBDIVISION, A MAP OF WHICH SAID SUBDIVISION IS OF RECORD IN VOLUME 1, PAGES 19-24 OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS AND BEING OUT OF REVISED BLOCK 2 OF THE REPLAT OF THE AMENDED PLAT OF PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION BUSINESS PARK SUBDIVISION, A MAP OF WHICH SAID SUBDIVISION IS OF RECORD UNDER CLERK'S FILE No. 2014038835 OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD WITH "AW&C LLC" CAP FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF SOUTH BUSINESS PARK DRIVE AND NORTH LINE OF SAID REVISED BLOCK 2 FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND (CALLED "2.494 ACRES"), CONVEYED TO SPIDLE & SPIDLE, INC., RECORDED UNDER INSTRUMENT No. 2025-11199 IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS AND MOST WESTERLY NORTHEAST CORNER AND POINT OF BEGINNING OF THE SAID HEREIN DESCRIBED TRACT OF LAND, THE SAID IRON ROD HAVING A STATE PLANE COORDINATE VALUE OF NORTH 13,917,153.13' AND EAST 3,541,083.97';

THENCE SOUTH 03 DEG. 25 MIN. 50 SEC. EAST, ALONG AND WITH THE WEST LINE OF THE SAID "2.494 ACRES" TRACT, A DISTANCE OF 250.00 FEET, TO AN IRON ROD WITH "AW&C LLC" CAP FOUND FOR THE SOUTHWEST CORNER OF THE SAID "2.494 ACRES" TRACT AND AN INTERIOR "ELL" CORNER OF THE SAID HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 86 DEG. 33 MIN. 50 SEC. EAST, ALONG AND WITH THE SOUTH LINE OF THE SAID "2.494 ACRES" TRACT, A DISTANCE OF 435.00 FEET TO AN IRON ROD WITH "AW&C LLC" CAP FOUND IN THE WEST RIGHT-OF-WAY LINE OF JADE AVENUE AND EAST LINE OF SAID REVISED BLOCK 2 FOR THE SOUTHEAST CORNER OF THE SAID "2.494 ACRES" TRACT AND MOST EASTERLY NORTHEAST CORNER OF THE SAID HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 03 DEG. 25 MIN. 50 SEC. EAST, ALONG AND WITH THE SAID WEST RIGHT-OF-WAY LINE OF JADE AVENUE AND EAST LINE OF REVISED BLOCK 2, A DISTANCE OF 25.00 FEET, TO AN IRON ROD WITH "AW&C LLC" CAP SET FOR THE SOUTHEAST CORNER OF THE SAID HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 86 DEG. 33 MIN. 50 SEC. WEST, OVER AND ACROSS SAID REVISED BLOCK 2, A DISTANCE OF 460.00 FEET, TO AN IRON ROD WITH "AW&C LLC" CAP SET FOR THE SOUTHWEST CORNER OF THE SAID HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 03 DEG. 25 MIN. 50 SEC. WEST, CONTINUING OVER AND ACROSS SAID REVISED BLOCK 2, A DISTANCE OF 275.00 FEET, TO AN IRON ROD WITH "AW&C LLC" CAP SET IN THE SAID SOUTH RIGHT-OF-WAY LINE OF SOUTH BUSINESS PARK DRIVE AND NORTH LINE OF REVISED BLOCK 2 FOR THE NORTHWEST CORNER OF THE SAID HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 86 DEG. 33 MIN. 50 SEC. EAST, ALONG AND WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF SOUTH BUSINESS PARK DRIVE AND NORTH LINE OF SAID REVISED BLOCK 2, A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING AND CONTAINING 0.407 ACRE OF LAND, MORE OR LESS.

PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION
COVENANTS AND RESTRICTIONS
PORT ARTHUR BUSINESS PARK
Updated 11/30/05



**COVENANTS AND RESTRICTIONS
PORT ARTHUR BUSINESS PARK
11/30/05**

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 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 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 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.

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 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 Plat).

Parcels 1, 2, 3, 5, 7 & 9 – Office, warehouse, distribution, light fabrication and assembly, recycling, manufacturing and other approved uses.

Parcel 4 & 8 – Office and other approved uses.

Parcel 6, 10 – Warehouse, distribution, manufacturing, assembly and other approved uses.

Other 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 onsite treatment of waste in order to meet the above requirements will be allowed only on the basis of a special use permit from PAEDC, 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 any permit required by any regulatory agency (including the City) will require the user to immediately cease all onsite 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. Areas shall be maintained free of trash, sediment, debris, and abandoned or unsightly equipment.

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 onsite 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, 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 the City of Port Arthur) may from time to time amend the provisions, covenants and restrictions.

PAEDC 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. PAEDC will notify all 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.

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, 9	No larger than the area of the building
		Parcels 4, 8	Not permitted
		Parcel 6, 10	No limit
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 then 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, 10	Concrete, masonry, or metal panels
	Parcel 4, 8	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, applicability and enforcement of these covenants and restrictions is the sole domain of PAEDC Board of Directors. Inquiry in regard to such matters shall be made to PAEDC in writing. A 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. Enforcement action may include but is not limited to restraint of violations, 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 Rhodlar 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;

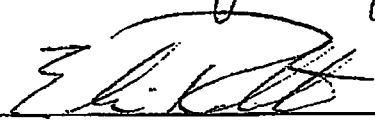
THENCE South 83° 44' 08" East (called South 83° 21' 35" East) along and with the most easterly north line of the said PAEDC tract and southerly line of the said Barnette - 1483/176 tract, a distance of 557.12 feet (called 557.12 feet) to a 5/8" iron rod found for the most northerly northeast corner of 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

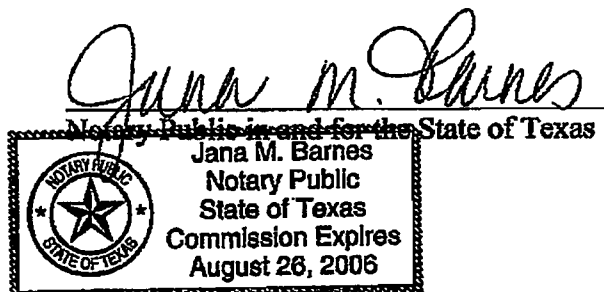
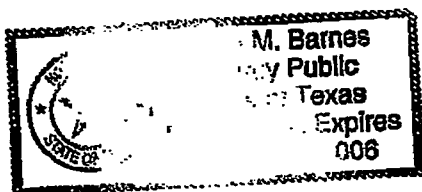
Containing 297.960 acres (called 297.9732 acres) of land, more or less.

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

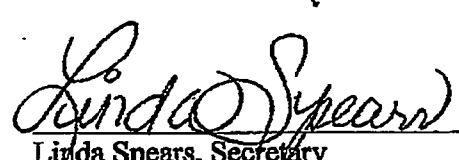
SIGNED and AGREED to on this the 10th day of January,
2006.


Eli Roberts, President
City of Port Arthur Section 4A Economic
Development Corporation

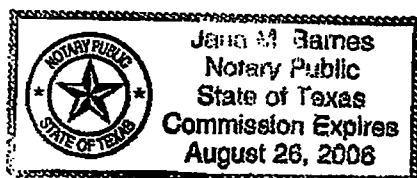
SWORN and SUBSCRIBED to on this the 10th day of January,
2006.

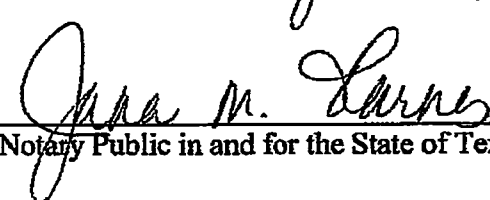


SIGNED and AGREED to on this the 10th day of January,
2006.


Linda Spears, Secretary
City of Port Arthur Section 4A Economic
Development Corporation

SWORN and SUBSCRIBED to on this the 10th day of January,
2006.




Notary Public in and for the State of Texas

PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

**AMENDMENT NO. 1 TO
COVENANTS AND RESTRICTIONS
PORT ARTHUR BUSINESS PARK**



RECEIVED MAY 10 2007

**AMENDMENT NO. 1 TO
COVENANTS AND RESTRICTIONS
PORT ARTHUR BUSINESS PARK**

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation filed the original Covenants and Restrictions in the Jefferson County Real Estate Records on or about January 26, 2006, File No. 2006003269 as it pertains to the land in Appendix "A"; and

WHEREAS, the original deed restrictions stated the following as to landscaping requirements:

Landscaping	All non paved areas	Maintain Lawns
	Street Frontage	1 tree per 100 feet of frontage – 2 inch caliper

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation herein desires to amend the Deed Restrictions, and does herein amend the Deed Restrictions so that the following landscaping and screening requirements apply.

Landscaping and screening requirements.

(a) **Purpose.** The provisions of this section for the installation and maintenance of landscaping and screening are intended to protect the character and stability of commercial, and industrial areas within the City of Port Arthur Section 4A Economic Development Corporation Business Park (the "Park"), to conserve the value of land and buildings of surrounding properties and neighborhoods, to enhance the aesthetic and visual image of the Park, to encourage the preservation of existing trees and to assist with clean air. In no case shall these provisions restrict ADA requirements.

(b) **Landscape plan required.** All building permit applications for new building construction within the Park shall be accompanied by two (2) blue-line or blackline prints of the landscape plan that has been approved by the PAEDC.

The landscape plan shall contain sufficient detail to show the following:

- (1) The date, scale, north arrow and names and address and phone numbers of each property owner and person preparing the plans.

- (2) The footprint of all existing and proposed structures.
- (3) Remaining and/or proposed site elements such as power poles, fences, walls, drainage swales, easements, sidewalks, parking lot layout, pedestrian walkways, and other such elements.
- (4) A schedule identifying name, size, number, and location of all landscape elements.
- (5) Name, location and size of existing trees, and type and location of other vegetation proposed to remain for credit purposes.
- (6) The size and location of the parking lot and the number of spaces, and how the owner proposes to address the interior landscaping requirement.
- (7) Such other information as may be reasonably necessary to administer and enforce the provisions of this ordinance.
- (8) Drawn at a scale of one (1) inch equals twenty (20) feet or greater.

(c) ***Irrigation required.***

- (1) All landscaped areas shall require an automatic irrigation system sufficient to provide complete coverage of required screening landscaped areas, including sodded or seeded areas along front and side of building.
- (2) Irrigation system shall be installed and operational prior to issuance of a certificate of occupancy or final building inspection.
- (3) State law requires installation by licensed irrigators.
- (4) Irrigation systems shall be maintained in good and operating condition.

(d) ***Certificate of occupancy.*** No certificate of occupancy for new construction in the Business Park shall be issued or final approval of parking lot expansion made unless a letter is received from the PAEDC that the property owner has complied with terms and conditions required herein.

(e) ***Definitions.***

- (1) ***Berm.*** Landscaped earthen hill of three (3) feet height or greater.
- (2) ***Caliper.*** The measure of the diameter of a tree at eighteen (18) inches above grade.

Class A trees must be two (2) inches caliper or greater.

Class B trees if multi-trunked, must have a minimum of three (3) trunks of one (1) inch caliper each.

- (3) ***Class A tree.*** A tree with a mature height of thirty (30) feet or more. See recommended list.

- (4) ***Class B tree.*** A tree with a mature height of less than thirty (30) feet. See recommended list.
- (5) ***Critical root zone.*** A circular region measured outward from the tree trunk to the drip line representing the area of roots that must be maintained or protected for the tree's survival.
- (6) ***Drip line.*** A vertical line extending from the outermost edge of the tree canopy or shrub branch to the ground.
- (7) ***Easement.*** The legal grant of right-of-use to an area of designated private property utilized by public corporations (states, municipalities) and also made to companies providing public services such as gas, electricity, and telephone.
- (8) ***Island.*** A curbed landscaped area in a parking lot that is surrounded on all sides by parking spaces.
- (9) ***Landscaped.*** Shall consist of any combination of turf/grass/ground cover, shrubs, and trees. It must be installed in a sound manner and in accordance with accepted standards of the nursery industry.
- (10) ***Median.*** A curbed landscaped area in a parking lot that separates parking aisles.
- (11) ***Open space buffer planting strip.*** The area between single-family residential and any other zoned property. This strip is to include required trees.
- (12) ***Planting strip.*** The area between the curb and sidewalk, two (2) curbs, a curb and fence, or a sidewalk and fence.
- (13) ***Peninsula.*** A curbed landscaped area that protrudes into parking aisles and adjoins other nonparking open space.
- (14) ***Public right-of-way.*** The entire strip of land lying between the property line and a street or thoroughfare, alley, crosswalk, or easement.
- (15) ***Shrub.*** A woody plant of low or medium height, usually multi-stemmed. See recommended list for three foot high hedge.
- (16) ***Vehicular use area.*** The total area of all the parking spaces and drives serving the parking area.

(f) *Perimeter landscaping and screening.*

(1) When a commercial or industrial use is established on a lot or premises located adjacent to any residential zoning district, or when any multiple-family dwelling use is established on a lot or premises adjacent to any property located in a single-family residential zoning district, a ten-foot width of landscaping open-space buffer strip shall be installed and maintained by the owner, developer or operator of the commercial or industrial property between it and the adjacent residentially zoned property.

(2) In an open space buffer planting strip required under the terms of this section, a minimum of one (1) class A tree or two (2) class B trees shall be planted and maintained for each twenty-five (25) lineal feet or portion thereof of said open space buffer strip. The required trees may be planted anywhere within the buffer strip with a minimum of ten (10) feet apart for class A trees and a minimum of five (5) feet apart for class B trees. Refer to definitions on tree size.

(3) In addition, an eight-foot high opaque fence or wall shall be erected and maintained along the property line to provide visual screening. The fence or wall shall be masonry or a wood diagonal, horizontal or vertical stockade type privacy fence, although the framing may be metal.

(4) In lieu of the fence, a thirty-foot wide landscape planted buffer for the purpose of screening, may be provided along the property line.

(5) For a thirty-foot wide landscape planted buffer, one (1) class A tree or two (2) class B trees shall be planted and maintained for each ten (10) lineal feet of buffer. The required trees may be planted anywhere within the buffer strip with a minimum of twenty (20) feet apart for class A trees and a minimum of ten (10) feet apart for class B trees. Refer to definitions on tree size.

(6) The provisions of this perimeter landscaping and screening shall not apply where districts are separated by a public street.

(7) When a specific use permit is required, the landscape buffering and fencing required by this section may be modified or eliminated as a condition of a specific use permit.

(g) *Dumpster and immobile trash containers.* Any fixed or otherwise immobile trash container must be set back from the property line no less than twenty-five (25) feet or be completely screened from view from any street via landscaping and solid, opaque fencing on a minimum of three (3) sides.

No such container shall be allowed on city right-of-way.

(h) *Landscaping of off-street parking.*

(1) *Perimeter requirements.*

- a. A landscaping edge or buffer shall be required along each side of a parking lot that faces towards a public right-of-way.
- b. The landscaping edge shall be no less than six (6) feet wide and may use up to three (3) feet of the public right-of-way, if unused and available at the time of permitting.
- c. The landscaping edge shall be for the parking lot's entire length.
- d. The landscaping edge shall contain no less than one (1) class A tree or two (2) class B trees for each twenty-five (25) lineal feet or fraction thereof of the edge.
- e. The required trees may be located anywhere within the six (6) foot landscape edge with a minimum of ten (10) feet apart for class A trees and a minimum of five (5) feet apart for class B trees. Refer to definitions on tree size.
- f. If overhead lines are present along the perimeter landscape edge, no trees will be permitted in that perimeter landscape edge. In addition, no trees shall be permitted within a thirty-foot distance from the outermost power line.
- g. A screen no less than three (3) feet height comprised of a wall, solid fence, berm, or plant material or combination of shall be provided along the entire length of the landscaping edge or buffer, if any part of the landscaping edge is within ten (10) feet of the right-of-way. The screen does not have to be straight with the street or parking edge.
- h. The three-foot high screen shall not be on the right-of-way.
- i. The three-foot high screen shall not be required across driveways.
- j. The three-foot high screen shall not be within three (3) feet of a driveway or restrict a driver's line of sight of approaching vehicles as determined by the city.
- k. The required three-foot high screen, when planted, shall be a minimum of two (2) feet in height. See list of suggested shrubs.
- l. A minimum width of three (3) feet is required for the bed containing the planted screen.
- m. The required three-foot high screen, if planted shall be maintained at no less than three (3) feet high.

(3) An increase in the size of an existing parking lot by twenty-five (25) percent in the number of parking spaces or more shall require the entire parking lot, in addition to the twenty-five (25) percent expansion, to be brought into compliance with this section.

- a. A turf area is to be located between the paved or curbed portion or sidewalk of the adjacent street right-of-way and the front property line.
- b. The landscape planting strip shall not be used for parking, but can be crossed with driveways providing direct ingress and egress to the

development that have been approved by the development services manager or his designee.

c. This landscape planting strip shall be planted with one (1) class A or two (2) class B trees for each twenty-five (25) lineal feet or fraction thereof along the property line. The required trees may be planted anywhere within the landscape planting strip with a minimum of ten (10) feet apart for class A trees and a minimum of five (5) feet apart for class B trees.

d. Three (3) feet of public right-of-way may be used with written permission from the City of Port Arthur.

(j) *Installation and maintenance.*

(1) All landscaping shall be installed in accordance with accepted standards of the Texas Nurseryman's Manual.

(2) All plant material shall be true to name, variety, and size and shall conform to all applicable provisions of the American Standards for Nursery Stock, latest edition.

(3) The owner and/or tenant shall be responsible for installing and maintaining all landscaping according to standard horticultural practices.

(4) All landscaping shall be maintained in a healthy, neat, and orderly condition.

(5) No trees may be located within ten (10) feet of a fire hydrant.

(6) No trees may be topped if the limbs are three (3) inches in diameter or greater.

(7) Required three-foot hedges shall be maintained at a minimum of three (3) feet in height.

(8) Dead, dying or damaged landscaping material shall be immediately replaced in conformance herein.

(9) Irrigation systems must be in good and operating condition.

(10) Failure to install required material or maintain landscaping within sixty (60) days of notification shall be subject to legal action

(11) Any request for a variance to the terms of the deed restrictions must be submitted in writing and be responded to in writing by the PAEDC President after due consideration by the PAEDC Board of Directors.

(k) *Letter of credit.*

(1) A letter of credit may be utilized when the landscaping improvements required by the PAEDC have not been completed prior to the issuance of a certificate of occupancy.

(2) The applicant shall post cash or an irrevocable letter of credit payable to the Port Arthur Section 4A Economic Development Corporation in an amount equal to one hundred thirty (130) percent of the estimated cost. This amount shall include the Port Arthur Section 4A Economic Development Corporation's cost of administering the completion of the improvement in the

event the sub divider defaults as provided herein. The security shall be deposited with the Port Arthur Section 4A Economic Development Corporation or in escrow with a bank at the option of the Port Arthur Section 4A Economic Development Corporation. Such letter of credit shall comply with all statutory requirements and shall be satisfactory to the Port Arthur Section 4A Economic Development Corporation's attorney as to form, sufficiency, and manner of execution as set forth in these regulations. The period within which required improvements must be completed shall be specified by the Port Arthur Section 4A Economic Development Corporation or his designee and shall be incorporated in the letter of credit. In those cases where a letter of credit has been posted and the required improvements have not been installed within the terms of the letter of credit, the PAEDC may thereupon declare the letter of credit in default and require that all of the improvements be installed.

TREES FOR PORT ARTHUR BUSINESS PARK

<i>Class A Tree:</i>	Mature height greater than thirty (30) feet
	Branches begin at six (6) feet
	Must be two (2) inches or greater in caliper when planted
Common Name	Latin Name
Bald Cypress (back property only)	Taxodium distichum
Canary Island Date Palm	Phoenix canariensis
Cherrybark Oak	Quercus falcata var. pagodifolia
Green Ash (back property only)	Fraxinus pennsylvanica
Live Oak	Quercus virginiana
Sawthooth Oak	Quercus
Loblolly Pine (back property only)	Pinus Taeda
Nuttall Oak	Quercus Nuttallii
Pecan (back property only)	Carya illinoensis
Red Maple	Acer rubrum 'Drummondii'
Sabal Palms, Florida Fan Palm/cabbage Palm	Sabal palmetto
Shumard Oak	Quercus Shumardii
Slash Pine (back property only)	Pinus Elliottii
Southern Red Oak	Quercus falcata

Spruce Pine (back property only)	Pinus glabra
Swamp Chestnut Oak, Cow, Basket	Quercus Michauxii
Washingtonia Palm	Washingtonia robusta
Water Oak	Quercus nigra
White Oak	Quercus alba
Willow Oak	Quercus phellos
Windmill Palm	Tracycarpus fortunei

Class B Tree:	Less than thirty-foot mature height
	Eight (8) to ten (10) feet height when planted

Common Name	Latin Name
American Holly	Ilex opaca
Chinese Fan Palm	Livistona chinensis
Chinese Pistachio (back property only)	Pistacia chinensis
Crape Myrtle	Lagerstroemia indica and hybrid
Flowering Pear (side/back property only)	Pyrus Calleryana 'Bradford', 'Aristocrat'
Japanese Evergreen Oak	Quercus glauca
Parsley Hawthorn	Crataegus Marshallii
River Birch	Betula nigra
Texas Redbud	Cercis canadensis 'Texensis'
Tree Ligustrum	Ligustrum lucidum
Wax Ligustrum Tree	Ligustrum japonicum

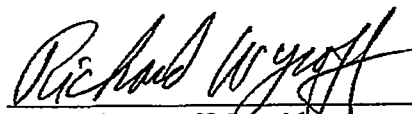
SHRUBS FOR SCREENING REQUIREMENTS

Shrubs:	Maintain three-foot height or greater
	Must be evergreen

Common Name	Latin Name
Blue Vase Juniper	Juniperus chinensis 'Glauca'
Bottlebrush	Callistemon rigidus

Camellia Sasanqua, upright	Camellia Sasanqua
Chinese Holly	Ilex cornuta 'Rotunda'
Cleyera	Ternstroemia gymnanthera
Dwarf Burford Holly	Ilex cornuta 'Burfordii Nana'
Dwarf Japanese Holly	Ilex crenata 'Compacta'
Dwarf Wax Myrtle	Myrica pusilla
English Boxwood	Buxus sempervirens
Fringe Flower	Loropetalum chinense
Gardenia, Cape Jasmine	Gardenia jasminoides
Glossy Abelia	Abelia grandiflora
Indian Azalea	Rhododendron indica
Indian Hawthorn	Raphiolepis indica
Nandina	Nandina domestica
Oleander DWARF	Nerium Oleander
Red Tip Photinia	Photinia glabra
Wax-leaf Ligustrum	Ligustrum japonicum

SIGNED and AGREED to on this the 30th day of April, 2007.



Richard Wycoff, President
City of Port Arthur Section 4A
Economic Development Corporation

ACKNOWLEDGEMENT

THE STATE OF TEXAS:

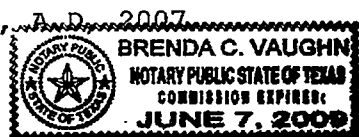
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COUNTY OF JEFFERSON:

BEFORE ME, THE UNDERSIGNED Notary Public, on this day personally appeared Richard Wycoff, President, known to me to be the person whose name is described to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Port Arthur Section 4A Economic Development Corporation, for the purposes and considerations therein expressed, and the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of

April



Brenda Vaughn
NOTARY PUBLIC, STATE OF TEXAS

SIGNED and AGREED to on this the 30th day of April, 2007.

Keith Daws

Keith Daws, Sr., Secretary
City of Port Arthur Section 4A
Economic Development Corporation

ACKNOWLEDGEMENT

THE STATE OF TEXAS:

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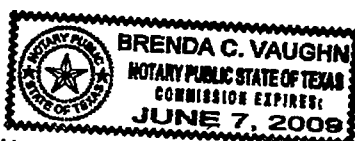
COUNTY OF JEFFERSON:

BEFORE ME, THE UNDERSIGNED Notary Public, on this day personally appeared Keith Daws, Sr., Secretary, known to me to be the person whose name is described to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the City of Port Arthur Section 4A Economic Development Corporation, for the purposes and considerations therein expressed, and the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of

April

A.D. 2007.



Brenda Vaughn
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

City of Port Arthur Section 4A Economic Development
Corporation
P. O. Box 1089
Port Arthur, TX 77641-1089

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

PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

**AMENDMENT NO. 2 TO
COVENANTS AND RESTRICTIONS
PORT ARTHUR BUSINESS PARK**



**AMENDMENT NO. 2 TO
COVENANTS AND RESTRICTIONS
PORT ARTHUR BUSINESS PARK**

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") filed its original Covenants and Restrictions, Port Arthur Business Park, dated November 30, 2005 in the Official Public Records of Real Property of Jefferson County, Texas on or about January 26, 2006, under File No. 2006003269 as it pertains to the land described in Appendix "A" attached hereto;

WHEREAS, the PAEDC filed the Amendment No. 1 to Covenants and Restrictions in the Official Public Records of Real Property of Jefferson County, Texas on or about May 10, 2007, under File No. 2007017117;

WHEREAS, the PAEDC met on May 7, 2012, and agreed to the following amendment to the Covenants and Restrictions, Port Arthur Business Park:

ASSESSMENT

The lessees and private owners of the land in the Business Park shall pay assessments to the PAEDC for (i) the maintenance of the street signage and landscaping, (ii) the costs to enforce these deed restrictions, (iii) the costs to maintain the Business Park and (iv) costs to provide security services within the Business Park, such assessments shall be a minimum of \$500 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.

Notwithstanding the proportionate allocation of costs set forth in the preceding paragraph, any costs for security services provided to the Business Park on or before December 31, 2012, shall be paid by PAEDC.

WHEREAS, the PAEDC met on June 4, 2012, and agreed to the following amendment to the Covenants and Restrictions, Port Arthur Business Park:

SITE DEVELOPMENT

Category

Requirements

Fencing - visible from front of primary structure constructed on property

decorative iron or as approved by the PAEDC (no wood or plastic fences permitted)

Fencing - visible along sides or rear of structures constructed on property including along any street or right-of-way

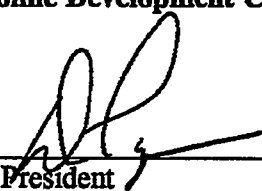
chain-link or as approved by PAEDC (no wood or plastic fences permitted)

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION that:

1. This Amendment No. 2 to the Covenants and Restrictions, Port Arthur Business Park, as to the amendment, as to assessments and as to site development or approved.
2. The amendment as to assessment shall be effective as of January 1, 2013, and the amendment as to site development shall be effective upon approval by the City of Port Arthur, Texas.
3. The recitals to this Amendment are incorporated and fully referenced in this Amendment.
4. Except as amended hereby and as previously amended by the duly noted actions of the PAEDC, the Covenants and Restrictions, Port Arthur Business Park are ratified and affirmed.

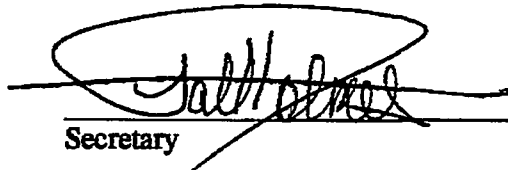
SIGNED AND AGREED to on this 24th day of Jan., 2013.

**City of Port Arthur Section 4A
Economic Development Corporation**

By: 

President

ATTEST:


Secretary

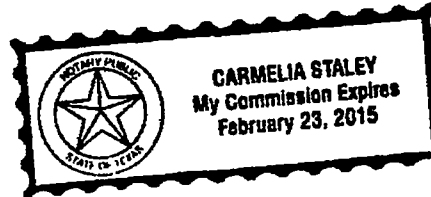
THE STATE OF TEXAS

§
§
§

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 24th day of Jan, 2013, by Don Page as President and Patricia Holmes as Secretary on behalf of City of Port Arthur Section 4A Economic Development Corporation.

Carmelia Staley
Notary Public, State of Texas



RETURN TO:
PORT ARTHUR
ECONOMIC DEVELOPMENT CORP.
4173 34TH STREET
PORT ARTHUR TX 77642

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 Clave 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. Cordis, Jr., Colleen Clare Cordis Rice and Anna Camelia Cordis Edwardson to Jefferson County, dated March 15, 1999 and recorded under County Clerk's File No. 1999009180 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 198-A" tract, which said TRACT 198-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 Cordis, 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 198-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 Rhodar 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 Dr. Vernon McFaddin Cordis joined therein by her husband, Edwin G. Cordis 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° 36' 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 498.28 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

Res. 12-364

**Interoffice
MEMORANDUM**

To: Mayor, City Council, City Manager
From: Floyd Batiste, CEO *es on behalf of Batiste*
Date: July 18, 2012
Subject: P. R. No. 17053; Council Meeting of July 24, 2012

Attached is P. R. No. 17053 approving Amendment No. 2 to the Covenants and Restrictions of the City of Port Arthur Section 4A Economic Development Corporation Spur 93 Business Park.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Carolyn L Guidry

2013 Jan 25, 01 08 PM

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CAROLYN L GUIDRY, COUNTY CLERK

JEFFERSON COUNTY, TEXAS

PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

AMENDMENT NO. 3 TO

COVENANTS AND RESTRICTIONS

PORT ARTHUR BUSINESS PARK



**AMENDMENT NO. 3 TO
COVENANTS AND RESTRICTIONS
PORT ARTHUR BUSINESS PARK**

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") filed its original Covenants and Restrictions, Port Arthur Business Park, dated November 30, 2005 in the Official Public Records of Real Property of Jefferson County, Texas on or about January 26, 2006, under File No. 2006003269 as it pertains to the land described in Appendix "A" attached hereto;

WHEREAS, the PAEDC filed the Amendment No. 1 to Covenants and Restrictions in the Official Public Records of Real Property of Jefferson County, Texas on or about May 10, 2007, under File No. 2007017117;

WHEREAS, the PAEDC filed the Amendment No. 2 to Covenants and Restrictions in the Official Public Records of Real Property of Jefferson County, Texas on or about July 9, 2014, under File No. 2014021739;

WHEREAS, the original deed restrictions stated the following as to prohibited occupancies:

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, 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 use permit 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.

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WHEREAS, the PAEDC met on April 11, 2016, and herein desires to amend the Deed Restrictions, and does herein amend the Deed Restrictions so that the following prohibited occupancies restrictions apply:

PROHIBITED OCCUPANCIES

Specifically prohibited uses include slaughter houses and meat packing plants. Specifically prohibited uses further include other 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, 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 use permit 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.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION that:

1. This Amendment No. 3 to the Covenants and Restrictions, Port Arthur Business Park, as to the amendment, as to assessments and as to site development or approved.
2. The amendment as to assessment shall be effective as of May 1, 2016, and the amendment as to site development shall be effective upon approval by the City of Port Arthur, Texas.
3. The recitals to this Amendment are incorporated and fully referenced in this Amendment.
4. Except as amended hereby and as previously amended by the duly noted actions of the PAEDC, the Covenants and Restrictions, Port Arthur Business Park are ratified and affirmed.

SIGNED AND AGREED to on this 10th day of June, 2016.

City of Port Arthur Section 4A

Economic Development Corporation

By: Ingrid Holmes
President

ATTEST:

[Signature]
Secretary

THE STATE OF TEXAS

§
§
§

COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 6th day of June, 2016, by
Ingrid Holmes as President and Langston Adams as Secretary on
behalf of City of Port Arthur Section 4A Economic Development Corporation.



Rachel A. Jacquet
Notary Public, State of Texas

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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 Cordis" tract, which said McFaddin and Cordis 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 Cordis, 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 Cordis, 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 "Cordis" tract, which said Cordis tract is described in that certain instrument from E.G. Cordis, Jr., Independent Executor of the Estate of Di Vernon McFaddin Beily to E.G. Cordis, Jr., Colleen Clave Cordis and Anna Camelia Cordis, 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. Cordis, Jr., Colleen Clave Cordis Rice, and Anna Camelia Cordis 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

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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. Cordis, Jr., Colleen Clare Cordis Rice and Anna Carmela Cordis Edwardson to Jefferson County, dated March 15, 1989 and recorded under County Clerk's File No. 1899009180 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. 86-8838512 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 88° 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. 18-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. 18-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 188-A" tract, which said TRACT 188-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 Cordis, 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 188-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,

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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 198-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 198-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 Cordis joined therein by her husband, Edwin G. Cordis to N.K. Barnette, Jr. dated October 11, 1966

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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 3638" 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 280 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 499.28 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 297.980 acres (called 297.9732 acres) of land, more or less

Prepared by
Schaumburg & Polk, Inc
B. James Varrett,
Registered Professional Land Surveyor No. 1781

Return To

GERM PLLC
KATE LEVERETT
P.O. BOX 4915
BEAUMONT, TX 77704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

June 23, 2016 03:40:54 PM

FEE: \$50.00

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JUN 23 2016

Exhibit "C"

Form of Deed

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

The City of Port Arthur Economic Development Corporation, a Texas municipal economic development corporation (sometimes "Grantor") in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to Grantor in hand paid by _____, a (type of corporation, and place of register) (sometimes "Grantee") the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, to Grantee, all that certain property situated in the County of Jefferson, State of Texas, described as in Exhibit A attached hereto and incorporated herein (the "Property").

Grantor hereby reserves unto itself, its successors and assigns, For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor hereby reserves unto itself the right to repurchase the Property if Grantee fails to complete construction of facilities on the Property for use and occupancy within eighteen months from the closing of the purchase of the tract. If construction has not been completed as specified in the preceding sentence, Grantor shall have the option to repurchase the Property from the Grantee on the basis of the original purchase price per acre with Grantee to bear all costs incurred by Grantor in its exercise of its rights of repurchase, including but not limited to, attorney fees, title and recording fees, closing costs and related expenses. This repurchase option

may be exercised at any time subsequent to the failure of construction to start by the time period specified in this paragraph, and shall survive Closing. Exercise of the option will be by formal action of the Grantor's governing body. Delivery of written notice of exercise of this option shall be the cause of an immediate halt to development on the Property by Buyer.

This conveyance is made subject to the following:

- (1) Easements and rights-of-way appearing of record in the office of the County Clerk of Jefferson County, Texas;
- (2) All covenants, restrictions, and all conditions and exceptions, reservations and conveyances of minerals and/or royalties, oil and gas and/or mineral leases, affecting the above described property, of record in the Office of the County Clerk of Jefferson County, Texas, to the extent they are still in effect and relate to the above described property;
- (3) The treatment or storage of the following is prohibited:
 - *Hazardous industrial waste*, as defined by 30 Texas Administrative Code ("TAC") §335.1(60) (in accordance with RCRA of 1976 and 40 Code of Federal Regulations ("CFR") Part 261);
 - *Hazardous waste*, as defined by 30 TAC §335.1 (62) (in accordance with the federal Solid Waste Disposal Act, as amended by RCRA, 42 United States Code §§6901 et seq., as amended) and as determined by the procedures in 30 TAC §335.504;
 - *Hazardous waste constituent*, as defined by 30 TAC §335.1(63) (listed in 40 CFR Part 261, Subpart D or in Table 1 of 40 CFR §261.24); and
 - Tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 code of Federal Regulations (40 CFR), Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR, §261.33(e) or (f);
- (4) Taxes on the above described property for 20__ and subsequent years not yet due and payable; and
- (5) all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, but only to the extent that they are still in effect, relating to the above described property.

Grantor has executed and delivered this Special Warranty Deed and has granted, bargained, sold, and conveyed the Property to Grantee, and Grantee has received and accepted this Special Warranty Deed and has purchased, received, and, accepted the Property, ON AN AS-IS, WHERE IS BASIS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION

OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF ANY IMPROVEMENTS WHICH ARE PART OF THE PROPERTY OR WHICH SERVE THE PROPERTY (the "IMPROVEMENTS"); (iii) THE QUALITY OF THE LABOR OR MATERIAL INCLUDED IN THE IMPROVEMENTS; (iv) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS WHICH AFFECT THE PROPERTY; (v) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, USE, DEVELOPMENT POTENTIAL, PURPOSE OR OTHER CHARACTERISTIC CONCERNING OR RELATING TO THE PROPERTY; (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, CASH FLOW, OR OTHERWISE; (vi) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (vii) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH IN THIS DEED CONVEYING THE PROPERTY TO GRANTEE.

TO HAVE AND TO HOLD, the said Property, together with all rights, hereditaments and appurtenances thereto belonging, unto Grantee, its successors, heirs, and assigns forever. And Grantor does hereby bind itself, its successors, heirs, executors, administrators, and personal representatives to WARRANT AND FOREVER DEFEND the title to said Property unto Grantee, its successors, heirs, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Grantee has joined in this Deed to evidence Grantee's acceptance of this Deed.

EXECUTED this the ____ day of _____, 20__.

(Signature pages follow)

GRANTOR:

The City of Port Arthur Economic Development Corporation

By: _____
President

By: _____
Secretary

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, President of the **City of Port Arthur Economic Development Corporation**, a Texas not-for-profit corporation, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, Secretary of the **City of Port Arthur Economic Development Corporation**, a Texas not-for-profit corporation, on behalf of such corporation.

Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:

Accepted by GRANTEE:

By:

By:

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by
_____ of _____, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by
_____ of _____, on behalf of such corporation.

Notary Public, State of Texas