



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 18, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – February 11, 2014
- * Confirmation of committee appointments

Carolyn Howard would be reappointed to the Convention and Tourism Advisory Board. The current term would expire January 7, 2016. (Councilmember Alan B. Coleman)

- A) Approve a resolution authorizing the granting of a Pipeline License Agreement with Enterprise TE Products Pipeline, LLC

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the following reappointment be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Carolyn Howard	Convention and Tourism Advisory Board	02/18/14	01/07/16

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of
February, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Patrick Donart, Public Works Director

MEETING DATE: February 18, 2014

REQUESTED ACTION: Council consider a resolution authorizing the granting of a Pipeline License Agreement with Enterprise TE Products Pipeline, LLC.

BACKGROUND

Enterprise TE Products Pipeline, LLC has requested permission to install a 20” (twenty inch) NGL pipeline which will cross one (1) eight inch (8”) water line and one eight inch (8”) sanitary sewer line located within TXDOT right-of-way located on the East side of State Highway 347; one (1) twelve inch (12”) water line within TXDOT right-of-way located on the West side of US Hwy 69. The pipeline is for the purpose of transporting oil, gas, water, carbon dioxide or their refined products, and will be constructed in accordance with City requirements.

There is a one-time fee of \$500.00 for the Pipeline License Agreement.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to grant a Pipeline License Agreement to Enterprise TE Products Pipeline, LLC, substantially in the form attached hereto as Exhibit "A," to install a twenty inch (20") pipeline to cross one (1) eight inch (8") water line and one (1) eight inch (8") sanitary sewer line located within TxDOT right-of-way located on the East side of State Highway 347 and one (1) twelve inch (12") water line within TxDOT right-of-way located on the West side of US Hwy 69 for the purpose of transporting oil, gas, water, carbon dioxide or their refined products, said pipeline is to be constructed in compliance with City requirements.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of February, 2014.

- Mayor Becky Ames -

CITY OF BEAUMONT
APPLICATION FOR
PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Business Name: Enterprise TE Products Pipeline Company LLC Business Phone: (713) 381-5474

Business Address: Attn: Scheri Mireles 1100 Louisiana St, Suite 1000, Houston, TX 77002

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein _____

_____ hereby grants to
Enterprise TE Products Pipeline Company LLC

_____ hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following property situated in the City of Beaumont, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

<u>Street Name or R.O.W. Description</u>	<u>Length (Linear Feet)</u>
<u>US 69- west side in TXDOT ROW-12" (no ROW)</u>	_____
<u>SH 347- east side in TXDOT ROW- 8" sewer and 8" water (no ROW)</u>	_____
_____	_____

COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - \$500.00
- Annual fee of \$2.25 per linear foot of pipeline located within City property. Said fee shall be reset on January 31, 2011 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.

All fees, including the first annual fee for linear foot usage shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.
- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.
- The pipeline shall be constructed in such a manner as approved by the City so as it does not interfere with the use of the City property.

- The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.
- Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
- Barricades, warning signs and lights, and flagpersons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.
- Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another governmental entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.
- If agreement is not required by said governmental entity, then documentation regarding such will be provided to the City of Beaumont.
- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.
 - Licensee shall be responsible for acquiring all agreements necessary for the lawful use of any private property.
 - A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)
 - The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department**. Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.
 - The Licensee shall be responsible for the cleanup and remediation of contaminated areas due to exposure or release of product and any and all costs associated with said cleanup and remediation.
 - The Licensee shall be responsible for any and all costs associated with the relocation of the pipeline. As provided, the necessity for relocation of the pipeline shall be solely within the discretion of City and/or the Texas Department of Transportation.
 - Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)
 - Installation will be done in accordance with all City standards and statutes of the State of Texas.

REQUIRED COVERAGE:

- Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Beaumont as an Additional Insured. Such policy shall provide for the following minimum coverage:

- Bodily injuries: **\$ 300,000.00** per person
 \$1,000,000.00 per incident

- Property Damage: **\$1,000,000.00**

Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of **\$1,000,000.00**. The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.
- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, its agents, officers or employees, arising from actions taken or occurrences under this license agreement.
- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the property mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.:

- o City will use its best efforts to notify Licensee of any proposed construction and/or maintenance, to be done by City forces or by contract for the City, within the R.O.W. involved with this license.

Notification, to Licensee, of other construction and/or maintenance permitted by the City and within the R.O.W. involved with this license will be the responsibility of the company obtaining said permit.

Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

- o City reserves the right to lay, and to permit to be laid, sewer, gas, water and other pipes and cables, and to do or permit to be done any underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

- Any and all work to be performed on City right-of-way (R.O.W.) shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.
- Licensee shall provide the City (Public Works Department - Engineering Division) twenty-four (24) hours prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or R.O.W. crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.
- Licensee shall notify the Engineering Division at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont

Name of Licensee: Enterprise TE Products Pipeline Company LLC

P.O. Box 3827
Beaumont, Texas 77704

Address of Licensee: 1100 Louisiana St; Suite 1000

Attn: City Manager

City and State of Licensee: Houston, TX 77002

Upon cancellation, the pipeline shall be removed and property restored to a condition acceptable to the City Engineer. In the event of cancellation, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this ____ day of _____, A.D. 20____.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes, City Manager

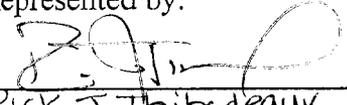
ATTEST:

City Clerk

APPLICANT'S COMPANY NAME:
(Licensee)

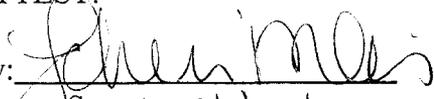
Enterprise TE Products Pipeline Company LLC

Represented by:



Rick J. Thibodeaux
Agent & Attorney in fact
Title

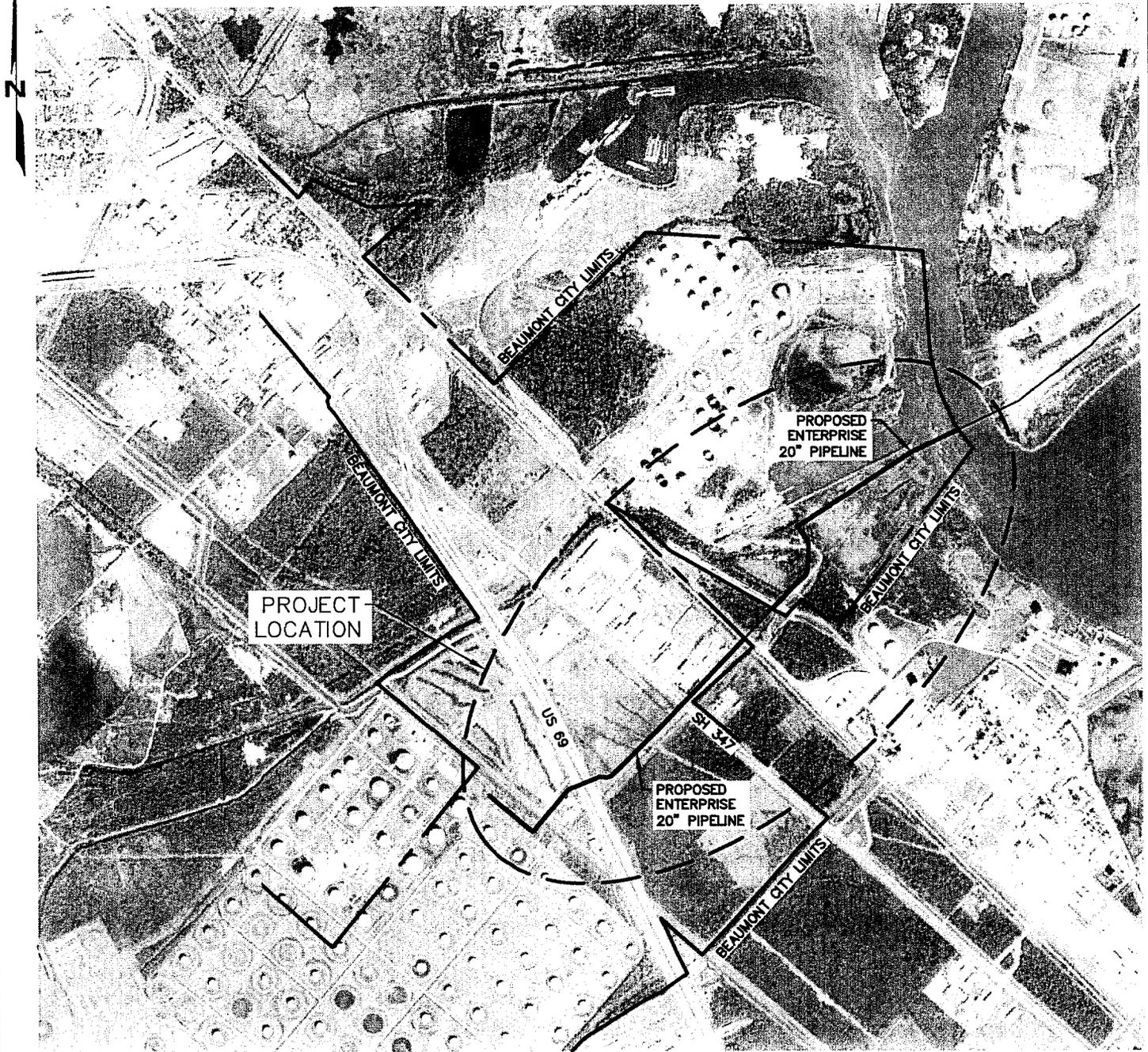
ATTEST:

By: 

Secretary Notary

JEFFERSON COUNTY, TEXAS

PELHAM HUMPHRIES SURVEY, A-32



PLAN

1" = 2000'

QUAD MAP
BEAUMONT EAST, TEXAS (30094-A1)

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 15 NORTH, NAD83 AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATION GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN THE AREA OF WORK PRIOR TO CONSTRUCTION AND CALL THE ONE CALL SYSTEM (811) AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH TITLE 49, CODE OF FEDERAL REGULATIONS, PART 195.

SHEET 1 OF 5

P:\EPCO\32413 Aegis E\Home Pipeline\3.0 Survey\Permits\DWG\Jefferson County\Beaumont\Beaumont.dwg

AEGIS PROJECT - SEGMENT 1	
JOB NUMBER: 32413	
DATE: 01/17/2014	
SCALE: 1" = 2000'	
SURVEYOR: C. PAUL JONES, SR.	
TECHNICIAN: AARON P BOHLS	
DRAWING: CITY OF BEAUMONT	
TRACT ID: CITY OF BEAUMONT	
CITY OF BEAUMONT	



**ENTERPRISE TE
PRODUCTS PIPELINE
COMPANY LLC**



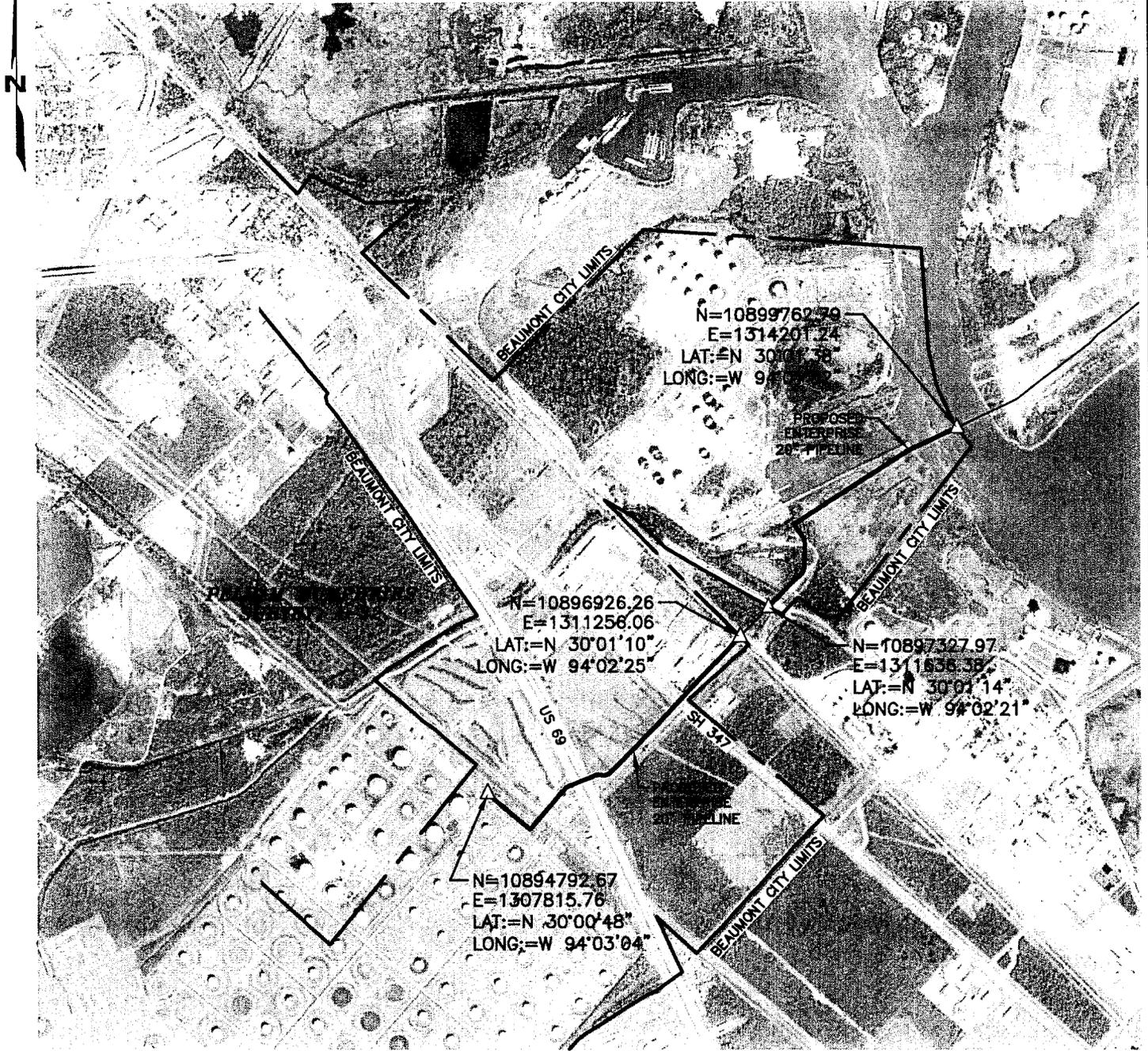
SURVEYING AND MAPPING INC. (SAM INC.)
1111 KATY FREEWAY, SUITE 200
HOUSTON, TEXAS 77079
(713) 975-5100
FAX: (713) 975-5150
EMAIL: SAM@SAMINC.BIZ

TEXAS FIRM REGISTRATION NO. 10064300

**ENTERPRISE TE PRODUCTS
PIPELINE COMPANY LLC**
PROPOSED CROSSING DETAIL
CITY OF BEAUMONT
AEGIS PROJECT SEGMENT 1

JEFFERSON COUNTY, TEXAS

PELHAM HUMPRIES SURVEY, A-32



PLAN

1" = 2000'

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 15 NORTH, NAD83 AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
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SHEET 2 OF 5

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AEGIS PROJECT - SEGMENT 1	
JOB NUMBER:	32413
DATE:	01/17/2014
SCALE:	1" = 2000'
SURVEYOR:	C. PAUL JONES, SR.
TECHNICIAN:	AARON P BOHLS
DRAWING:	CITY OF BEAUMONT
TRACT ID:	CITY OF BEAUMONT
CITY OF BEAUMONT	

ENTERPRISE TE
PRODUCTS PIPELINE
COMPANY LLC

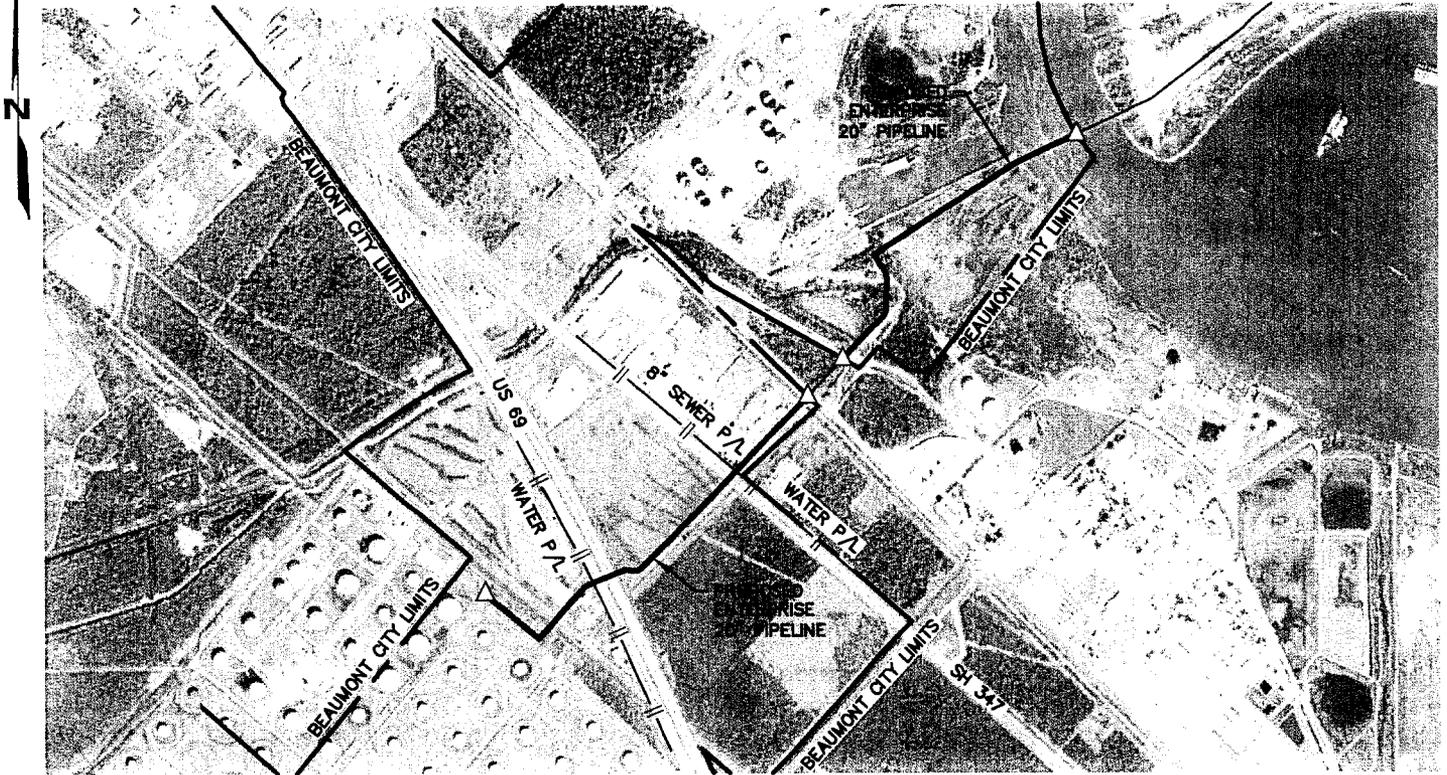
SURVEYING AND MAPPING INC. (SAM INC.)
11111 KATY FREEWAY, SUITE 200
HOUSTON, TEXAS 77079
(713) 973-5100
FAX: (713) 973-5150
EMAIL: SAM@SAMINC.BIZ

Texas Firm Registration No. 10064300

ENTERPRISE TE PRODUCTS
PIPELINE COMPANY LLC
PROPOSED CROSSING DETAIL
CITY OF BEAUMONT
AEGIS PROJECT SEGMENT 1

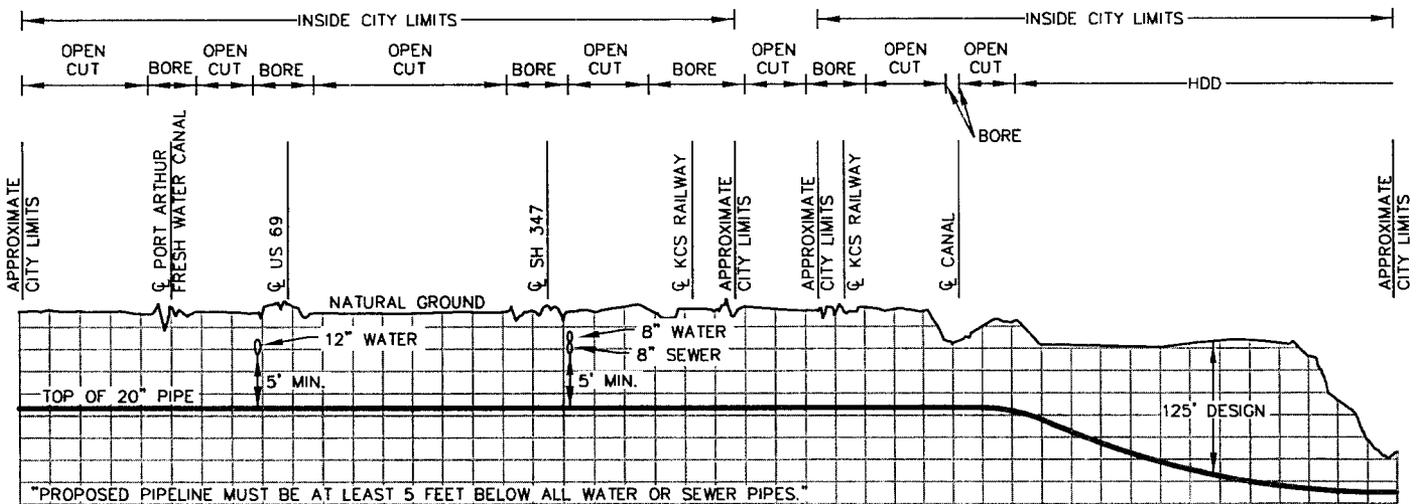
JEFFERSON COUNTY, TEXAS

PELHAM HUMPHRIES SURVEY, A-32



PLAN

NOT TO SCALE



PROFILE

NOT TO SCALE

NOTES:

1. HORIZONTAL DATUM: UTM ZONE 15 NORTH, NAD83 AND VERTICAL DATUM: ORTHOMETRIC HEIGHTS BASED ON NAVD88 (GEOID09) AS DERIVED FROM GPS OBSERVATIONS.
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SHEET 3 OF 5

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AEGIS PROJECT - SEGMENT 1	
JOB NUMBER:	32413
DATE:	01/17/2014
SCALE:	NO SCALE
SURVEYOR:	C. PAUL JONES, SR.
TECHNICIAN:	AARON P. BOHLS
DRAWING:	CITY OF BEAUMONT
TRACT ID:	CITY OF BEAUMONT
CITY OF BEAUMONT	

ENTERPRISE TE
PRODUCTS PIPELINE
COMPANY LLC

SAM INC.
SURVEYING • AERIAL MAPPING • ENGINEERING

TEXAS FIRM REGISTRATION NO. 10064300

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ENTERPRISE TE PRODUCTS
PIPELINE COMPANY LLC
PROPOSED CROSSING DETAIL
CITY OF BEAUMONT
AEGIS PROJECT SEGMENT 1

PROPOSED AEGIS 20" LIQUID ETHANE PIPELINE DESIGN DATA
CONVENTIONAL INSTALLATION

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
- 1.2 PIPELINE NAME: AEGIS ETHANE HEADER, SEGMENT 1 PIPELINE PROJECT
- 1.3 PRODUCT: LIQUID ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR APRIL 2014

2.0 PIPELINE DESIGN DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF TRANSPORTATION ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME B61.4
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 2160 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WILL BE INSTALLED BY OPEN CUT.

5.0 CONVENTIONAL LINE PIPE

- 5.1 OUTSIDE WALL DIAMETER: 20"
- 5.2 WALL THICKNESS: 0.300000"
- 5.3 PIPE SPECIFICATION: APL 5L
- 5.4 SPECIFIED MINIMUM YIELD STRENGTH: X70 (70,000 PSI)
- 5.5 MATERIAL: STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW
- 5.7 EXTERIOR COATING: 14 TO 16 MILS FUSION BONDED EPOXY (FBE)

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<p style="text-align: center;">AEGIS PROJECT -- SEGMENT 1</p> <p>JOB NUMBER: 32413 DATE: 01/17/2014 SCALE: NO SCALE SURVEYOR: C. PAUL JONES, SR. TECHNICIAN: AARON P BOHLS DRAWING: CITY OF BEAUMONT TRACT ID: CITY OF BEAUMONT CITY OF BEAUMONT</p>	 ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC	 SURVEYING AND MAPPING INC. (SAM INC.) 1111 KATY FREEWAY, SUITE 200 HOUSTON, TEXAS 77079 (713) 973-5100 FAX: (713) 973-5150 EMAIL: SAM@SAMINC.BIZ TEXAS FIRM REGISTRATION NO. 10064300	ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC PROPOSED CROSSING DETAIL PIPELINE DESIGN DATA AEGIS PROJECT SEGMENT 1
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PROPOSED AEGIS 20" LIQUID ETHANE PIPELINE DESIGN DATA
BORE AND HDD INSTALLATION

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
- 1.2 PIPELINE NAME: AEGIS ETHANE HEADER, SEGMENT 1 PIPELINE PROJECT
- 1.3 PRODUCT: LIQUID ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR APRIL 2014

2.0 PIPELINE DESIGN DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF TRANSPORTATION ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME B61.4
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 2160 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WILL BE INSTALLED BY HDD AND/OR BORE.

5.0 BORE AND/OR HDD LINE PIPE

- 5.1 OUTSIDE WALL DIAMETER: 20"
- 5.2 WALL THICKNESS: 0.437500"
- 5.3 PIPE SPECIFICATION: APL 5L
- 5.4 SPECIFIED MINIMUM YIELD STRENGTH: X70 (70,000 PSI)
- 5.5 MATERIAL: STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW
- 5.7 EXTERIOR COATING: 14 TO 16 MILS FUSION BONDED EPOXY (FBE) & 30 TO 40 MILS ABRASION RESISTANCE OVERLAY (ARO)

6.0 CASING PIPE

- 6.1 OUTSIDE WALL DIAMETER: 26"
- 6.2 WALL THICKNESS: 0.344"
- 6.3 PIPE SPECIFICATION: GRADE B
- 6.4 SPECIFIED MINIMUM YIELD STRENGTH: X35 (35,000 PSI)
- 6.5 MATERIAL: STEEL
- 6.6 PROCESS OF MANUFACTURE: ERW
- 6.7 EXTERIOR COATING: BARE

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AEGIS PROJECT -- SEGMENT 1
JOB NUMBER: 32413
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SURVEYOR: C. PAUL JONES, SR.
TECHNICIAN: AARON P BOHLS
DRAWING: CITY OF BEAUMONT
TRACT ID: CITY OF BEAUMONT
CITY OF BEAUMONT



ENTERPRISE TE
PRODUCTS PIPELINE
COMPANY LLC



SURVEYING AND MAPPING INC. (SAM INC.)
1111 KATY FREEWAY, SUITE 200
HOUSTON, TEXAS 77079
(713) 973-5100
FAX: (713) 973-5150
EMAIL: SAM@SAMINC.BIZ

TEXAS FIRM REGISTRATION NO. 10064300

ENTERPRISE TE PRODUCTS
PIPELINE COMPANY LLC
PROPOSED CROSSING DETAIL
PIPELINE DESIGN DATA
AEGIS PROJECT SEGMENT 1

PROPOSED AEGIS 20" LIQUID ETHANE PIPELINE DESIGN DATA

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
- 1.2 PIPELINE NAME: AEGIS ETHANE HEADER, SEGMENT 1 PIPELINE PROJECT
- 1.3 PRODUCT: LIQUID ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR APRIL 2014

2.0 PIPELINE DESIGN DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF TRANSPORTATION ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME B61.4
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 2160 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WILL BE INSTALLED BY BORE.

5.0 BORE AND/OR HDD CARRIER LINE PIPE

- 5.1 OUTSIDE WALL DIAMETER: 20"
- 5.2 WALL THICKNESS: 0.562500"
- 5.3 PIPE SPECIFICATION: APL 5L
- 5.4 SPECIFIED MINIMUM YIELD STRENGTH: X70 (70,000 PSI)
- 5.5 MATERIAL: STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW
- 5.7 EXTERIOR COATING: 14 TO 16 MILS FUSION BONDED EPOXY (FBE) & 30 TO 40 MILS ABRASION RESISTANCE OVERLAY (ARO)

6.0 CASING PIPE

- 6.1 OUTSIDE WALL DIAMETER: 26"
- 6.2 WALL THICKNESS: 0.344"
- 6.3 PIPE SPECIFICATION: GRADE B

P:\EPCO\32413 Aegis Ethane Pipeline\3.0 Survey\Permits\DWG\Jefferson County\Beaumont\Beaumont1.dwg

AEGIS PROJECT - SEGMENT 1	
JOB NUMBER: 32413	
DATE: 01/17/2014	
SCALE: NO SCALE	
SURVEYOR: C. PAUL JONES, SR.	
TECHNICIAN: AARON P. BOHLS	
DRAWING: CITY OF BEAUMONT	
TRACT ID: CITY OF BEAUMONT	
CITY OF BEAUMONT	



ENTERPRISE TE
PRODUCTS PIPELINE
COMPANY LLC



SURVEYING AND MAPPING INC. (SAM INC.)
1111 KATY FREEWAY, SUITE 200
HOUSTON, TEXAS 77079
(713) 973-5100
FAX: (713) 973-5150
EMAIL: SAM@SAMINC.BIZ

TEXAS FIRM REGISTRATION NO. 10064300

ENTERPRISE TE PRODUCTS
PIPELINE COMPANY LLC
PROPOSED CROSSING DETAIL
PIPELINE DESIGN DATA
AEGIS PROJECT SEGMENT 1



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 18, 2014 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1-2/the Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider approving a resolution approving an industrial district agreement with Natgasoline LLC, a wholly-owned subsidiary of OCI N.V.
2. Consider approving a resolution approving the purchase of a data storage system from Sigma Solutions, Inc. for use in all City Departments

WORK SESSION

- * Herman & Kittle Properties, Inc. will make a request regarding a proposed apartment complex on Old Dowlen Road to be named Cypress Place LP. The Developer is applying for Housing Tax Credits with the Texas Department of Housing and Community Affairs
- * Discuss the naming of the North End Community Center, located at 3580 E. Lucas, in honor of Judge John Paul Davis

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSION

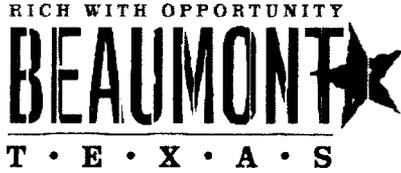
- * Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

Statement of Intent of Entergy Texas, Inc. to change rates and reconcile fuel costs;
Public Utility Commission Docket No. 41791

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

February 18, 2014

Consider approving a resolution approving an industrial district agreement with Natgasoline LLC, a wholly-owned subsidiary of OCI N.V.



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer *LC*

MEETING DATE: February 18, 2014

REQUESTED ACTION: Council consider a resolution approving an industrial district agreement with Natgasoline LLC, a wholly-owned subsidiary of OCI N.V.

BACKGROUND

Natgasoline LLC plans to construct a new chemical plant including a methanol unit and a methanol to gas unit on land purchased from Eastman Chemical Company. The Company will receive 100% tax abatement for payments due in 2015 through 2024, on all new construction and improvements to existing land. Payments for each year of the agreement shall be equal to 100% of the Assumed City Taxes Due on existing real property during the years of abatement, 2015-2024.

The draft agreement with Natgasoline LLC is attached for your review. The 2014 payment was paid at 100% at the time of the purchase of the land from Eastman.

FUNDING SOURCE

Not applicable

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Industrial District Agreement with Natgasoline, LLC, a wholly-owned subsidiary of OCI N.V. The contract is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of February, 2014.

- Mayor Becky Ames -

THE STATE OF TEXAS

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§

COUNTY OF JEFFERSON

§

AGREEMENT

This Agreement is made under the authority of § 42.044 of the Texas Local Government Code.

The parties to the Agreement are The City of Beaumont, a municipal corporation and a home-rule city located in Jefferson County, Texas, hereinafter called "City," and Natgasoline, LLC, a Texas limited liability company and a wholly-owned subsidiary of OCI N.V., hereinafter called "Company."

PREAMBLE

WHEREAS, City has established an industrial district comprising a certain part of the extra-territorial jurisdiction of City, such industrial district being known as City of Beaumont Industrial District (the "District").

WHEREAS, Company and/or its Affiliates (as hereinafter defined) owns and/or leases land and improvements which are part of the manufacturing and industrial facilities of Company and/or its Affiliates located within District, such land and improvements being more particularly described in Exhibit "A" attached hereto (the "Property").

WHEREAS, Company recognizes the benefits of this Agreement and an obligation to contribute to the revenue needs of said City in an amount commensurate

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with the burdens placed upon City and benefits derived by Company by reason of being located immediately adjacent to City.

WHEREAS, Company and City desire to base the industrial district payment on assessed value to ensure equity among the companies;

WHEREAS, City desires to encourage the addition of new improvements to the Company's property located within the City of Beaumont Industrial District;

In view of the above and foregoing reasons, and in consideration of the mutual agreements herein contained, Company and City hereby agree as follows:

ARTICLE I.
COMPANY'S OBLIGATION

1. The Company will receive 100% tax abatement for payments due in the years of 2015 through 2024, on all new construction and improvements to existing land and facilities on the herein described property. This abatement does not include the value of the existing property described in Exhibit "A." The Company shall be responsible for the payment of ad valorem taxes based upon the existing value of the property and improvements currently existing in Exhibit "A" as determined by the Jefferson County Appraisal District. The Company shall notify City in writing at least thirty (30) days prior to the date any construction that will be subject to abatement is scheduled to commence

2. Company will make an annual payment to City on or before February 1st of each such year computed based on 100% of the Assessed Value of the Company's existing real property covered by this Agreement (herein "the property") as provided

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herein (the "Annual Payment") . Upon expiration of the abatement period, the Annual Payment shall include all property covered by this Agreement.

3. "Assessed Value" means the 100% valuation of existing Company property as determined by the Jefferson County Appraisal District for the previous tax year.

4. "Assumed City Taxes Due" means the number obtained by the following formula:

$$\frac{\text{Assessed Value Less Improvement Value Subject to Abatement}}{\text{Current City Tax Rate}} = \text{Assumed City Tax Due}$$

5. In October of each year the Finance Officer for City shall obtain the most recent Assessed Value as set by the Jefferson County Tax Appraisal District and such valuation shall be used for the Annual Payment due the following February; by way of example, October 2013 Assessed Values would be used for the February 1, 2014 payment.

If the assessed values are in question and/or under litigation with the Jefferson County Appraisal District, payment shall be computed on the most recent certified values from the Jefferson County Appraisal District. The Company shall notify the City following resolution of the appraised value question and an adjustment for the payment, without interest, will be made within thirty (30) days following such resolution.

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6. Payments for each year of the agreement shall be equal to 100% of the Assumed City Taxes Due, as defined above, on real property during the years of abatement, 2015 thru 2024.

City shall bill Company for payments due hereunder on or before January 1 each year. Company shall pay to City the amount billed on or before February 1 each year. Upon receiving the final payment, the Finance Officer shall issue an official receipt of said City acknowledging full, timely, final and complete payment due by said Company to City for the property involved in this Agreement for the year in which such payment is made. If payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by City as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not timely made, all payments which otherwise would have been paid to City had Company been in the city limits of City will be recaptured and paid to City within 60 days of any such event.

ARTICLE II.
PROPERTY COVERED BY AGREEMENT

This Agreement will reflect the intention of the parties hereto that this Agreement shall govern and affect the properties of Company and/or its Affiliates (facilities, real, personal, and mixed) located on the Property more particularly described in Exhibit "A", which are within the extra-territorial jurisdiction of the City of Beaumont. "Affiliates" shall mean any entity owned entirely or in part by Company.

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ARTICLE III.
SALE BY COMPANY

(a) Company shall notify City of any sale of any or all of Company's facilities to any person or entity. It is the intent of the parties that no sale of any of Company's facilities will affect the amount to be paid to City as provided under this Agreement. Accordingly, and as to payments due under this Agreement, no such sale shall reduce the amount due City under this Agreement until the purchaser of such facility has entered into a contract in lieu of taxes with City that provides for a continuation of like payments to City.

(b) Company shall have the right to assign, transfer or convey all, or any part of, its rights, title and interest in the Agreement in connection with any transfer or conveyance of title to all or any part of the properties subject to this Agreement to any person or entity at any time of this Agreement; provided, however, that Company shall provide City with written notice of such assignment. Company shall be relieved of its obligations under this Agreement to the extent that an assignee expressly assumes Company's obligations in a written instrument binding such assignee to City. Subject to the preceding, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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ARTICLE IV.
CITY'S OBLIGATIONS

1. City agrees that it will not annex, attempt to annex or in any way cause or permit to be annexed any portion of lands or facilities or properties of said Company covered by this Agreement for the period of the Agreement except as follows:

(a) If the City determines that annexation of all or any part of the properties covered by this Agreement belonging to said Company is reasonably necessary to promote and protect the general health, safety and welfare of persons residing within or adjacent to the City, the City will notify Company in accordance with state law of the proposed annexation. In the event of such annexation, Company will not be required to make further payment under this Agreement for any calendar year commencing after such annexation becomes final with respect to the property so annexed, but shall nevertheless be obligated to make full payment for the year during which such annexation becomes effective if the annexation becomes effective after January 1st of said year.

(b) In the event any municipality other than the City attempts to annex separately or in the event the creation of any new municipality shall be attempted so as to include within its limits any land which is the subject matter of this Agreement, City shall, with the approval of Company, seek immediate legal relief against any such attempted annexation or incorporation and shall take such other legal steps as may be necessary or advisable under the circumstances with all costs of such action being

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borne equally by the City and by the said Company or companies with Company's portion allocated on the basis of Assessed Values.

2. The City further agrees that during the term of this Agreement, there shall not be extended or enforced as to any land and property of Company within said City of Beaumont Industrial District, any rules, regulations, or any other actions: (a) seeking in any way to control the platting and subdivisions of land, (b) prescribing any buildings, electrical, plumbing or inspection standards or equipment, or (c) attempting to regulate or control in any way the conduct of Company's activities, facilities or personnel thereof.

3. It is understood and agreed that during the term of this Agreement or any renewals thereof, City shall not be required to furnish any municipal services to Company's property located within the City of Beaumont Industrial District; provided, however, City agrees to furnish fire protection to Company should such protection be requested by Company in the event an unusual emergency situation occurs.

ARTICLE V.
TERMINATION FOR BREACH

It is agreed by the parties to this Agreement that only full, complete and faithful performance of the terms hereof shall satisfy the rights and obligations assumed by the parties and that, therefore, in addition to any action at law for damages which either party may have, Company shall be entitled to enjoin the enactment or enforcement of any ordinance or charter amendment in violation of, or in conflict with, the terms of this Agreement and shall be entitled to obtain such other equitable relief, including specific performance of the Agreement, as is necessary to enforce its rights. It is further agreed

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that should this Agreement be breached by Company, City shall be entitled, in addition to any action at law for damages, to obtain specific performance of this Agreement and such other equitable relief necessary to enforce its rights.

ARTICLE VI.
AFFILIATES

The benefits accruing to Company under this Agreement shall also extend to Company's "parent," "affiliates" and to any properties owned or acquired by said parent and affiliates within the area described in Exhibit "A" to this Agreement, and where reference is made herein to land, property and improvements owned by Company, that shall also include land, property and improvements owned by its parent and/or affiliates. The word "affiliates" as used herein shall mean all companies with respect to which Company directly or indirectly, through one or more intermediaries at the time in question, owns or has the power to exercise the control over fifty percent (50%) or more of the stock having the right to vote for the election of directors. The word "parent" as used herein shall mean all companies which directly or indirectly, through one or more intermediaries at the time in question, owns or has the power to exercise control over fifty percent (50%) of the stock having the right to vote for the election of directors of Company.

ARTICLE VII.
TERM OF AGREEMENT

The term of this Agreement shall be for ten years, expiring December 31, 2024.

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NOTICES

Any notice provided for in this Agreement, or which may otherwise be required by law shall be given in writing to the parties hereto by certified mail addressed as follows:

TO CITY

City of Beaumont
Attn: City Manager
801 Main Street
Beaumont, Texas 77704

TO COMPANY

Natgasoline LLC
PO Box 2008
Nederland, TX 77627

IN WITNESS THEREOF, this Agreement, consisting of _____ pages plus Exhibit

"A" is executed in duplicate counterparts as of this _____ day of _____, 2014.

CITY OF BEAUMONT, TEXAS

By: _____
Kyle Hayes
City Manager

ATTEST:

Tina Broussard
City Clerk

NATGASOLINE, LLC

By: _____

ATTEST: _____

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EXHIBIT "A"

The proposed project is to construct a new Chemical Plant. The ability to construct this plant will enable Company to increase its productivity and marketing ability. The facility would be constructed on approximately 514 acres of land (the defined boundary of the OCI Reinvestment Zone is attached).

Significant components of the facility will include:

The project provides for the design and construction of one (1) methanol unit and one (1) methanol to gasoline unit (MtG), related utility, infrastructure and logistics improvements.

The proposed investment (or construction) for which the tax limitation is sought will include one (1) methanol unit and one (1) methanol to gasoline unit (MtG), along with all process auxiliaries including but not limited to packaged systems, blowers and fans, furnaces, heat exchangers, electrical heaters, , rotary valves, vessels, reactors, scales, trolleys and hoists pipe ways, utility service lines, raw material pipelines, storage tanks, compressors, drums, heat exchangers, pumps, filters piping, insulation, electrical switchgear, transformers, instrumentation equipment, equipment and structural foundations and supports, control equipment and facilities, warehouses, raw material and utility distribution improvements, flare, shipping facility improvements, inter-plant piping, other chemical processing equipment, modifications, tie-ins, upgrades and revamps to existing facilities, air compressors, electrical sub-stations, road improvements, utilities (including all lines), flares, tankage, pipe connections, cooling towers, waste water units, control, administration and other plant buildings, water and sewer treatment facilities, fire prevention and safety equipment, any other tangible personal property utilized in the process, storage, quality control, shipping, waste management and general operation of the methanol and MtG units and any other infrastructure additions, upgrades and modifications related to the methanol unit.

The qualified investment and qualified property will also include any other necessary equipment to construct a fully functioning manufacturing plant.

- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the 2nd day of December, 2013.
- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 16th day of December, 2013.



[Signature]

 JEFF R. BRANICK
 County Judge

[Signature]

 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1

[Signature]

 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

[Signature]

 COMMISSIONER BRENT A. WEAVER
 Precinct No. 2

[Signature]

 COMMISSIONER EVERETTE D. ALFRED
 Precinct No 4

TRACT I (Fee Simple)

BEING a 4.6344 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being the remainder of Lots 8, 9, & 10 of the Resubdivision of the Daniel Lewis Land in the Phelam Humphry League as recorded in Volume 1, Page 44, Map Records, Jefferson County, Texas and also being all of that certain called 4.6453 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 4.6344 acre tract, identified as TRACT ONE, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 4.6344 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northerly line of the said Lot 8 and the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 44°20'08" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 714.22 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of that certain called 4.960 acre tract of land, identified as Tract Two, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°24'51" WEST, for the boundary between the tract herein described and the said 4.960 acre Deep South Crane & Rigging Co. tract, for a distance of 432.78 feet to a 1/2" iron rod found for corner, said corner being the most Westerly corner of the said 4.960 acre Deep South Crane & Rigging Co. tract, the most Northerly corner of that certain called 0.846 acre tract of land, identified as Tract One, as described in a "Special Warranty Deed" from Bo-Mac Contractors, Ltd. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2003031413, Official Public Records of Real Property, Jefferson County, Texas and also being the most Easterly corner of that certain called 0.2153 acre tract of land as described in a "Warranty Deed" from MKC Energy Investments, Inc. to Camille J. Landry, Mitchell P. Landry and Regina M. Landry d/b/a Deep South Crane & Rigging Co. as recorded in Clerk's File No. 2004003596, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°55'06" WEST, for the boundary between the tract herein described and the said 0.2153 acre Deep South Crane & Rigging Co. tract, for a distance of 114.58 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347, and said corner also being the beginning of a curve to the right having a radius of 410.58 feet and being subtended by a chord bearing NORTH 37°01'37" EAST with a chord length of 120.77 feet;

THENCE NORTHEASTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 121.21 feet to a Texas Department of Transportation concrete monument (broken) found for corner;

THENCE NORTH 46°02'51" EAST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 58.28 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°11'29" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 247.57 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE SOUTH 46°33'32" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 30.50 feet to a Texas Department of Transportation concrete monument found for corner;

THENCE NORTH 38°17'20" WEST, continuing along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 339.48 feet to a 5/8" iron rod found for corner, said corner being in the common line between the said Lot 8 and Lot 1 of the said Resubdivision of the Daniel Lewis Land;

THENCE NORTH 45°43'05" EAST, for the boundary between the said Lots 1 and 8, for a distance of 230.50 feet to the POINT OF BEGINNING and containing 4.6344 ACRES, more or less.

TRACT II (Fee Simple)

BEING a 21.1268 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 62.71 acre tract of land as described in a "Warranty Deed" by J.T. Shelby to Texas Gulf Sulphur Company as recorded in Volume 812, Page 470, Deed Record, Jefferson County, Texas and also being all of that certain called 21.1253 acre tract, identified as Tract Two, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 21.1268 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas and said corner also being in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°05'45" WEST, for the boundary between the tract herein described and the said 20.0281 acre TX ENERGY, LLC tract, for a distance of 1203.93 feet to a 1/2" iron rod found for corner, said corner being in the Northeasterly right-of-way line of State Highway No. 347 and being the most Westerly corner of the said 20.0281 acre TX ENERGY, LLC tract and said corner also being the beginning of a curve to the right having a radius of 3685.83 feet and being subtended by a chord bearing

NORTH 35°50'30" WEST with a chord length of 621.42 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 622.16 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to right having a radius of 1910.08 feet and being subtended by a chord bearing NORTH 29°42'58" WEST with a chord length of 81.50 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve with a curve, for an arc length of 81.51 feet to a 1/2" iron rod found for corner, said corner being in the Southeasterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 47°37'34" EAST, along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 583.89 feet to a 5/8" iron rod found for corner;

THENCE NORTH 02°27'15" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 532.70 feet to a 5/8" iron rod found for corner;

THENCE NORTH 47°09'58" EAST, continuing along and with the Southeasterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 119.76 feet to a 5/8" iron rod found for corner, said corner also being in the Westerly right-of-way line of the said Kansas City Southern Railroad;

THENCE SOUTH 44°19'05" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 1065.14 feet to the POINT OF BEGINNING and containing 21.1268 ACRES, more or less.

TRACT III, Parcel A (Fee Simple)

BEING a 5.8766 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 5.8735 acre tract of land, identified as Tract Three-A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 5.8766 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates ".

BEGINNING at a "T" rail found for the most Northerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 3.1638 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 04°31'42" EAST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 225.31 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 41°37'56" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 485.69 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 10°09'26" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 230.28 feet to a 5/8" iron rod set for corner;

THENCE SOUTH 45°26'32" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 3.82 feet to a 5/8" iron rod set for corner, said corner also being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 1292.67 feet to a 5/8" iron rod set for corner, said corner being in the Northwest line of the said Phelam Humphry League;

THENCE NORTH 45°28'30" EAST, along and with the Northwest line of the said Phelam Humphry League, for a distance of 299.95 feet to the POINT OF BEGINNING and containing 5.8766 ACRES, more or less.

TRACT III, Parcel B (Fee Simple)

BEING a 23.5668 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and a part of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas, and also being all of that certain called 23.5505 acre tract, identified as Tract Three -B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Triangle Rallyard, L.P. as recorded in Clerk's File No. 1999043482, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real

Property, Jefferson County, Texas, said 23.5668 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4,6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at a "T" nail found for the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of said 300 foot strip and said corner also being the most Westerly corner of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°20'52" EAST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the said 5.8766 acre and the said 3.1638 acre TX ENERGY, LLC tracts, for a distance of 444.90 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 3.1638 acre TX ENERGY, LLC tract and in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 44°09'59" EAST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 156.02 feet to a 5/8" iron rod found for the most Northerly corner and the POINT OF BEGINNING of the tract herein described, said corner also being an exterior ell corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 44°20'33" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Southerly corner of the said 192.5857 acre TX ENERGY, LLC tract and also being the most Westerly corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 44°19'21" EAST, for the boundary between the tract herein described and the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2715.60 feet to a 2" iron pipe found for corner, said corner being in the North line of the McFaddin Canal No. 2 as recorded on Partition Map No. 1 of the McFaddin-Wiess- Kyle Land Co. as recorded in Volume 4, Page 198, Map Records, Jefferson County, Texas;

THENCE SOUTH 86°54'33" WEST, along and with the North line of the McFaddin Canal No. 2, for a distance of 399.19 feet to a 5/8" iron rod found for corner, said corner being in the Easterly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE NORTH 44°19'21" WEST, along and with the Easterly right-of-way line of the Kansas City Southern Railroad, for a distance of 3058.46 feet to a 5/8" iron rod found for corner, said corner being in the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE NORTH 45°26'32" EAST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 56.38 feet to a 5/8" iron found for corner;

THENCE NORTH 10°09'26" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 311.77 feet to a 5/8" iron rod found for corner;

THENCE NORTH 41°37'56" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 480.20 feet to a 5/8" iron rod found for corner;

THENCE NORTH 04°43'06" WEST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 71.72 feet to the POINT OF BEGINNING and containing 23.5668 ACRES, more or less.

TRACT IV, Parcel A (Fee Simple)

BEING a 22.8591 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Jefferson County, Texas, the same being a portion of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camelia B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, E.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and also being all of that certain called 22.8199 acre tract of land, identified as Tract Four-A as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 22.8591 acre tract, identified as TRACT FOUR A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 22.8591 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08 " EAST. All set 5/8 " iron rods set with a cap stamped "M. W. Whiteley & Associates".

COMMENCING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as

recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 89°56'43" WEST, over and across the said 100 foot wide Texas Department of Transportation drainage ditch, and for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 100.13 feet to a 5/8" iron rod found for the Southeast corner and POINT OF BEGINNING of the tract herein described;

THENCE NORTH 89°56'31" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 382.40 feet to a 1" iron pipe found for corner;

THENCE NORTH 89°52'32" WEST, continuing for the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 496.09 feet to a 1" iron pipe found for corner, said corner also being an exterior ell corner of that certain called 318.35 acre tract of land as described in a "Corrected Sheriffs Deed" from G. Mitch Woods, Sheriff of Jefferson County, Texas, to LaMonica Ltd. as recorded in Clerk's File No. 2003038403, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 01°20'03" EAST, for the boundary between the tract herein described and the said 318.35 acre LaMonica Ltd. tract, for a distance of 995.53 feet to a 1" iron pipe found for corner, said corner being in the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 70°27'51" EAST, along and with the South line of the said Canal, for a distance of 198.41 feet to a 1" iron pipe found for corner;

THENCE NORTH 72°45'38" EAST, continuing along and with the South line of the said Canal, for a distance of 324.39 feet to a 5/8" iron rod found for corner;

THENCE NORTH 82°00'17" EAST, continuing along and with the South line of the said Canal, for a distance of 400.87 feet to a 5/8" iron rod set for corner, said corner being the intersection of the South line of the said Canal and the West line of the said 100 foot wide Texas Department of Transportation drainage ditch;

THENCE SOUTH 01°48'50" WEST, along and with the West line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1215.58 feet to the POINT OF BEGINNING and containing 22.8591 ACRES, more or less.

TRACT IV, Parcel B (Fee Simple)

BEING a 121.3652 acre tract or parcel of land situated in the Jeff and James Chaison Survey, Abstract No. 435, Pierre Lemane Survey, Abstract No. 163 and the W.P.H. McFaddin Survey, Abstract No. 689,

Jefferson County, Texas, and out of and part of that certain called 150 acres of land conveyed by Perry McFaddin Duncan, Camelia B. McFaddin, a feme sole, Di Vernon McFaddin Cordts and husband, E.G. Cordts, Mamie McFaddin Ward and Husband, Carroll E. Ward, W.P.W. McFaddin, Jr. and J.L.C. McFaddin to Texas Gulf Sulphur Company, Vol. 960, Pg. 192, Deed Records, Jefferson County, Texas and being out of and part of that certain called 123.9203 acre tract of land, identified as Tract Four B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being out of and part of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 121.3652 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M.W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an interior ell corner of the remainder of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas and an exterior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°58'05" WEST, along and with the South line of the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Jeff and James Chaison Survey and the said John A. Veatch Survey, for a distance of 389.73 feet to 5/8" iron rod found for corner, said corner being the Southwest corner of the said 123.9004 acre TX ENERGY, LLC tract and in the East line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 01°48'50" EAST, along and with the East line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 1228.38 feet to a 5/8" iron rod found for corner, said corner being the intersection of the said 100 foot wide Texas Department of Transportation drainage ditch and the South line of a Canal for barge traffic from W.P.H. McFaddin to United Oil and Refining Co. as recorded in Volume 80, Page 292, Deed Records, Jefferson County, Texas and Volume 93, Page 450, Deed Records, Jefferson County, Texas;

THENCE NORTH 84°30'51" EAST, along and with the South line of the said Canal, for a distance of 5095.88 feet to a 1" iron pipe found for corner, said iron pipe being located the old bank of the Neches River;

THENCE SOUTH 25°57'41" EAST, along and with the old bank of the Neches River, for a distance of 1148.77 feet to a point for corner (unable to find or set corner), said corner being the Northeast corner of that certain called 0.7526 acre tract of land as described in a "Special Warranty Deed" from Chevron U.S.A. Inc. to TX ENERGY, LLC as recorded in Clerk's File No. 2009011357, Official Public Records of

Real Property, Jefferson County, Texas, the same being the Northeast corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°55'27" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 644.65 feet to a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" found for corner;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 201.22 feet to a point for corner, and said corner being the Northeast corner of the said 192.5857 acre TX ENERGY, LLC tract and in the common line between the W.P.H. McFaddin Survey and the said Phelam Humphry League;

THENCE NORTH 89°08'02" WEST, for the boundary between the tract herein described and the remainder of the said 192.5857 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said W. P.H. McFaddin Survey, the said Pierre Lemane Survey and the said Jeff and James Chaison Survey, for a distance of 4571.06 feet to a point for corner (unable to find or set corner), said corner being an exterior ell corner of the remainder of the said 192.5857 acre TX ENERGY, LLC tract and also an exterior ell corner of the said Phelam Humphry League and an interior ell corner of the said Jeff and James Chaison Survey;

THENCE SOUTH 00°37'20" WEST, for the boundary between the tract herein described and the said 192.5857 acre T tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey for a distance of 550.66 feet to the POINT OF BEGINNING and containing 121.3652 ACRES, more or less.

TRACT V, Parcel A (Fee Simple)

BEING a 3.1638 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being a portion of the 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas, and also being all of that certain called 3.1656 acre tract of land, identified as Tract Five A, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 3.1638 acre tract, identified as TRACT FIVE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, said 3.1638 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20 '08 " EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at a "T" rail found for the most Westerly corner of the tract herein described, said corner also being the intersection of the Northwest boundary line of the Phelam Humphry League, A-32, Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 and the Northeasterly corner of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County,

Texas, also being the most Northerly corner of that certain called 5.8766 acre tract, identified as TRACT THREE A, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°28'30" EAST, along and with the Northwesterly line of the said Phelam Humphry League, for a distance of 672.47 feet to a 5/8" iron rod found for corner, said corner being in the Westerly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE SOUTH 01°58'31" WEST, along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 161.21 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 23°40'34" WEST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 448.39 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 04°30'21" EAST, continuing along and with the Westerly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 218.62 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of the said 300 foot strip and also being an exterior ell corner of the said 5.8766 acre TX ENERGY, LLC tract;

THENCE NORTH 44°20'52" WEST, along and with the Northeasterly line of the said 300 foot strip and for the boundary between the tract herein described and the said 5.8766 acre TX ENERGY, LLC tract, for a distance of 444.90 feet to the POINT OF BEGINNING and containing 3.1638 ACRES, more or less.

TRACT V, Parcel B (Fee Simple)

BEING a 171.2645 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 208.38 acres of land conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company, Volume 1597, Page 324, Deed Records, Jefferson County, Texas and being all of that certain called 203,2524 acre tract of land, identified as Tract Five B, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas, save and except that certain called 10.6679 acre tract of land as described in a "Special Warranty Deed" from Palmera Properties, Inc. to Martin Gas Sales, Inc. as recorded in Clerk's File No. 98-9814112, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, save and except a portion of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX ENERGY, LLC to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas said 171.2645 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L.P. as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST. All set 5/8" iron rods set with a cap stamped "M. W. Whiteley & Associates".

BEGINNING at an axle found for the intersection of the most Southerly Northwest boundary line of the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, and the most Southerly Southeast corner of the Jeff and James Chaison Survey, Abstract No. 435 as said line was established by an agreed judgment in Cause No. 1219, said corner also being the most Easterly corner of the said John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and said corner also being an exterior ell corner of that certain called 123.9004 acre tract, identified as TRACT FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 00°37'20" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, for a distance of 550.66 feet to a point for corner (unable to find or set corner), said corner being an interior ell corner of the said 123.9004 acre TX ENERGY, LLC tract;

THENCE SOUTH 89°08'02" EAST, for the boundary between the tract herein described and the said 123.9004 acre TX ENERGY, LLC tract, the same being the common line between the said Phelam Humphry League and the said Jeff and James Chaison Survey, the Pierre Lemane Survey, Abstract No. 163 and the W. P. BL McFaddin Survey, Abstract No. 689, Jefferson County, Texas, for a distance of 4571.06 feet to a point for corner, said corner being in the West line of the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract;

THENCE SOUTH 00°58'20" WEST, for the boundary between the tract herein described and the said 24.6091 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1004.19 feet to a 5/8" iron rod with a cap stamped "M. W. Whiteley & Associates", said corner being in the North line of the remainder of that certain called 461.42 acre tract, identified as TRACT A, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°01'40" WEST, for the boundary between the tract herein described and the remainder of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract, passing at a distance of 1326.31 feet a found 3" aluminum pipe, passing at a distance of 1738.01 feet a 3" aluminum pipe and continuing for a total distance of 2202.70 feet to a 5/8" iron rod found for corner, said corner also being an exterior ell corner of the said 461.42 acre OilTanking Beaumont Partners, L.P. tract and the Northwest corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas;

THENCE SOUTH 45°25'18" WEST, continuing for the boundary between the tract herein described and the Northwesterly line of the said 24.6091 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being in the Northeasterly line of that certain 300 foot strip as described in Warranty Deed from J.T. Shelby to Texas Gulf Sulphur Company, recorded in Volume 1454 Page 630, Deed Records, Jefferson County, Texas and said corner also being in the Northeasterly line of that certain called 23.5668 acre tract, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 44°20'33" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 1399.09 feet to a 5/8" iron rod found for corner, said corner being the most Northerly corner of the said 23.5668 acre TX ENERGY, LLC tract and also

being in the Easterly line of a 100 foot wide Texas Department of Transportation drainage ditch as recorded in Volume 1476, Page 76, Deed Records, Jefferson County, Texas;

THENCE NORTH 04°26'05" WEST, along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 313.59 feet to a 5/8" iron rod found for corner;

THENCE NORTH 23°40'23" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 442.57 feet to a 5/8" iron rod found for corner;

THENCE NORTH 01°56'02" EAST, continuing along and with the Easterly line of the said 100 foot wide Texas Department of Transportation drainage ditch, for a distance of 285.61 feet to a 5/8" iron rod found for corner, said corner being in the Northwesterly line of the Phelam Humphry League;

THENCE NORTH 45°21'25" EAST, along and with the Northwesterly line of the Phelam Humphry League, for a distance of 566.11 feet to the POINT OF BEGINNING and containing 181.9324 acres, more or less save and except the above referenced 10.6679 acre Martin Gas Sales, Inc. thereby leaving a net acreage of 171.2645 acres, more or less.

TRACT VI, PARCEL A (Fee Simple)

BEING a 24.6091 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 461.42 acre tract of land, identified as tract A, as described in a "Special Warranty Deed" from BP Pipelines (North America) inc. to Oil Tanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from OilTanking Beaumont Partners, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2009022171, Official Public Records of Real Property, Jefferson County, Texas, said 24.6091 acre tract being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

BEGINNING at a 5/8" iron rod found for the most Westerly corner of the tract herein described, said corner also being the most Southerly corner of that certain called 192.5857 acre tract of land, identified as TRACT FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and said corner also being in the Northeast line of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°25'18" EAST, for the boundary between the tract herein described and the said 192.5857 acre TX ENERGY, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being an interior ell corner of the said 192.5857 acre TX ENERGY, LLC tract and also being an exterior ell corner of the said 461.42 acre OilTanking Beaumont Partners, LP tract;

THENCE SOUTH 89°01'40" EAST, for the boundary between the tract herein described and the said

192.5857 acre TX ENERGY, LLC tract, for a distance of 394.38 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 784.53 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 49°57'07" EAST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 118.98 feet to a 5/8" iron rod found for corner;

THENCE SOUTH 45°25'18" WEST, over and across the said 461.42 acre OilTanking Beaumont Partners, LP tract for a distance of 2235.32 feet to a 5/8" iron rod found for corner, said corner being in the Northeast line of said 23.5668 acre TX ENERGY, LLC tract;

THENCE NORTH 44°19'21" WEST, for the boundary between the tract herein described and the said 23.5668 acre TX ENERGY, LLC tract, for a distance of 400.00 feet to the POINT OF BEGINNING and containing 24.6091 ACRES, more or less.

TRACT VI, Parcel B (Easement Estate)

BEING a 0.3818 acre pipeline right-of-way and easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas, being out of and part of that certain called 2.440 acre tract of land, also identified as TRACT D, Save and Except that certain called 0.332 acres lying within the Kansas City Southern railroad 100' wide strip, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 20050069725 Official Public Records of Real Property of Jefferson County, Texas, and being out of and part of that certain called 6.4 acre tract of land, also identified as TRACT E, as described in a deed from Mamie McFaddin Ward Heritage Foundation, et al to OilTanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2005006972, Official Public Records of Real Property, Jefferson County, Texas, said 0.3818 acre pipeline right-of-way and easement being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 20070474160 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 5/8" iron rod found for the most Southwesterly corner of that certain called 23.5668 acre tract of land, identified as TRACT THREE B, as described in a "Special Warranty Deed" from Jefferson Triangle Properties, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Northeast right-of-way line of Kansas City Southern Railroad (based on a width of 100 feet), and also said corner being an exterior ell corner of said OilTanking Beaumont Partners, L.P. Tract D;

THENCE NORTH 86°54'33" EAST, for the boundary between said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 85.00 feet to the most Westerly corner and the POINT OF BEGINNING of the tract therein described;

THENCE NORTH 86°54'33" EAST, continuing for the boundary between the said TX ENERGY, LLC TRACT THREE B and the said OilTanking Beaumont Partners, L.P. TRACT D, for a distance of 100.00 feet to a point for corner;

THENCE SOUTH 44°19'21" EAST, over and across the said OilTanking Beaumont Partners, L.P. TRACT D and TRACT E for a distance of 238.25 feet to a point for corner, said corner being in the most

Westerly North line of that certain called 46.796 acre tract of land, also identified as TRACT ONE, as described in a deed from E. I. DU PONT DE NEMOURS AND COMPANY to EASTMAN CHEMICAL COMPANY as recorded in Clerk's File No. 2007038287, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 81°14'31" WEST, for the boundary between the said OilTanking Beaumont Partners, L.P. TRACT E and the said Eastman Chemical Company 46.796 acre tract for a distance of 125.20 feet;

THENCE NORTH 44°19'21" WEST, over and across the said OilTanking Beaumont Partners, L.P. TRACT E and TRACT D for a distance of 204.06 feet to the POINT OF BEGINNING and containing 0.3818 ACRES, more or less.

TRACT VI, Parcel C (Easement Estate)

BEING a 1.2396 acre road easement situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 27.18 acre tract of land, identified as Tract B, as described in a "Special Warranty Deed" form BP Pipelines (North America) Inc. to Oil Tanking Beaumont Partners, L.P., as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas, said 1.2396 acre road easement being more particularly described as follows:

NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.

COMMENCING at a 2" iron pipe found for the North corner of said OilTanking Beaumont Partners, L.P. tract, said corner being the most Easterly corner of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuok Family Partnership, LTD. to TX Energy, LLC. as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas, said corner also being in the Southwesterly right-of-way line of Kansas City Southern Railroad (bases on a width of 100 feet);

THENCE SOUTH 44°18'38" EAST, along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 429.22 feet to a point for the most Northerly corner and the POINT OF BEGINNING of the tract herein described;

THENCE SOUTH 44°18'38" EAST, continuing along and with the said Southwesterly right-of-way line of Kansas City Southern Railroad for a distance of 50.00 feet to point for corner;

THENCE SOUTH 45°27'11" WEST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1071.13 feet to a point for corner, said corner being in the Northeasterly right-of-way line of State Highway 347;

THENCE NORTH 63°42'49" WEST, along and with the Northeasterly right-of-way line of the said State Highway 347 for a distance of 52.93 feet to a point for corner;

THENCE NORTH 45°27'11" EAST, over and across the said 27.18 acres OilTanking Beaumont Partners, L.P. tract for a distance of 1088.71 feet to the POINT OF BEGINNING and containing 1.2396 ACRES, more or less.

TRACT VII, Parcel A (Fee Simple)

BEING 46.8010 Acres of land described and being out of and a part of those certain tracts deed to E. I. du Font de Nemours and Company more fully described as 3.224 acres described as McFaddin Access Strip No. 1, 3.189 acres described as Weiss Access Strip, 124.708 acres recorded in Volume 845, Page 63, 23.70 acres recorded in Volume 1865, Page 58, 10.270 acres recorded in Volume 1865, Page 68, 23.70 acres described as Tract "A" recorded in Volume 1865, Page 120 and 10.270 acres recorded in Volume 1865, Page 128 of the Deed Records of Jefferson County, Texas. Said 46.796 acres of land also being a part of the DuPont-Beaumont Industrial Site No. 1 Subdivision recorded in Volume 15, Page 4 of the Map Records and part of the DuPont-Beaumont Works Industrial park Subdivision recorded in Clerk's File No. 2006048240 and being Lot 4 of the Replat of DuPont-Beaumont Industrial Site No. 1 in Clerk's File No. 2007037934 of the said Jefferson County and being situated in the Pelham Humphries League, Abstract No. 32, and the J. S. Johnston Survey, Abstract No. 34, Jefferson County, Texas.

TRACT VII, PARCEL B (Easement Estate) – Beaumont-Dupont:

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Font de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Font de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.

TRACT VIII (Fee Simple) - DELETED**TRACT IX (Fee Simple)**

BEING a 20.0281 acre or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd. as recorded in Clerk's File No. 97-9731390, Official Public Records of Real Property, Jefferson County, Texas, the same being all of that certain called 20.03 acre tract of land as described in a "Special Warranty Deed" from Suzanne R. Roebuck to The Phillip A. Roebuck Family Partnership, Ltd. as recorded in Clerk's File No. 97-9731389, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 20.0281 acre tract of land as described in a "Special Warranty Deed" from Phillip A. Roebuck Family Partnership, LTD. to TX ENERGY, LLC as recorded in Clerk's File No. 2008003576, Official Public Records of Real Property, Jefferson County, Texas said 20.0281 acre tract being more particularly described as follows:

NOTE: All bearing are based on the Northeasterly line of that certain called 4.6453 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Edward P. deZevallos and Robert Price, Jr. to Jefferson Triangle Marine, L. P., as recorded in Clerk's File No. 98-9821354, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST

BEGINNING at a 2" iron pipe found for the most Easterly corner of the tract herein described, said corner also being the most Northerly corner of the remainder of that certain called 27.18 acre tract of land, identified as TRACT B, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to OilTanking Beaumont Partners, L.P, as recorded in Clerk's File No. 2001014848, Official Public

Records of Real Property, Jefferson County, Texas and in the Westerly right-of-way line of the Kansas City Southern Railroad (based on a width of 100 feet);

THENCE SOUTH 47°02'52" WEST, for the boundary between the tract herein described and the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract, for a distance of 1188.10 feet to a small nail in concrete at the base of a fence post found for corner, said corner being the most Westerly corner of the remainder of the said 27.18 acre OilTanking Beaumont Partners, L.P. tract and in the Northeasterly right-of-way line of State Highway No. 347;

THENCE NORTH 48°06'40" WEST, along and with the Northeasterly right-of-way line of State Highway No. 347, for a distance of 248.11 feet to a Texas Department of Transportation concrete monument found for corner, said corner also being the beginning of a curve to the right having a radius of 3685.93 feet and being subtended by a chord bearing NORTH 44°16'27" WEST having a chord length of 477.60 feet;

THENCE NORTHWESTERLY, along and with the Northeasterly right-of-way line of State Highway No. 347 and along and with said curve, for an arc length of 477.94 feet to a 1/2" iron rod found for corner, said corner being the most Southerly corner of that certain called 21.1268 acre tract, identified as TRACT TWO, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to TX ENERGY, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 47°05'45" EAST, for the boundary between the tract herein described and the said 21.1268 acre TX ENERGY, LLC tract for a distance of 1203.93 feet to a 5/8" iron rod found for corner, said corner being the most Easterly corner of the said 21.1268 acre TX ENERGY, LLC tract and in the Westerly right-of-way line of the Kansas City Southern Railroad;

THENCE SOUTH 44°20'18" EAST, along and with the Westerly right-of-way line of the Kansas City Southern Railroad, for a distance of 723.78 feet to the POINT OF BEGINNING and containing 20.0281 ACRES, more or less.

TRACT X Parcel A (Fee Simple)

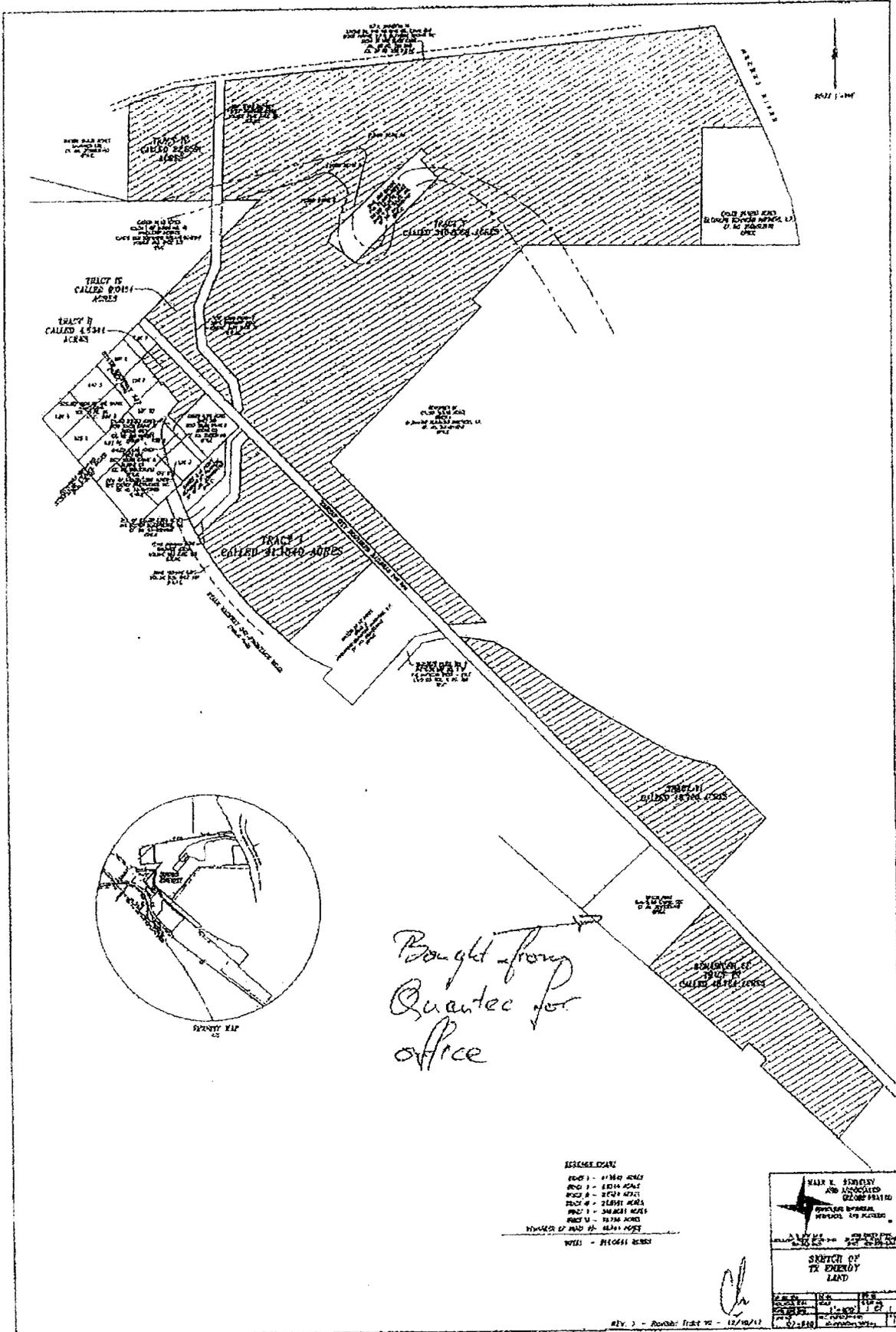
Lot One (1) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 12.8175 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to E. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 12.8175 acre tract being sometimes also known as Lot No. 1 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel B (Fee Simple)

Lot Two (2) of the du PONT-BEAUMONT INDUSTRIAL SITES SUBDIVISION: BEING a 13.5247 acre tract of land in the Pelham Humphries League in Jefferson County, Texas, and also being out of a 124 acre tract conveyed by Wesley W. Kyle, et al to E. I. du Pont de Nemours and Company by deed dated December 14, 1951 and being recorded in Volume 845, Page 33, Deed Records of Jefferson County, Texas, and said 13.5237 acre tract being sometimes also known as Lot No. 2 of the DuPont-Beaumont Industrial Sites Subdivision that was recorded on November 19, 1991, in Volume 15, Page 4 of the Map Records of Jefferson County, Texas.

TRACT X Parcel C (Easement Estate)

Non-exclusive easement estate as conveyed, assigned and/or set forth in (i) that certain deed executed by E. I. du Pont de Nemours and Company in favor of Eastman Chemical Company, dated September 26, 2007, filed September 28, 2007, under County Clerk's File No. 2007038287, Official Public Records of Real Property of Jefferson County, Texas and (ii) that certain Declaration of Easements and Covenants executed by E. I. du Pont de Nemours and Company as recorded under Film Code No. 104-01-0533, Real Property Records, Jefferson County, Texas.



*Bought from
Quatec for
office*

LEGEND

- TRACT 1 - 311840 ACRES
- TRACT 2 - 21800 ACRES
- TRACT 3 - 21800 ACRES
- TRACT 4 - 43344 ACRES
- TRACT 5 - 21800 ACRES
- TRACT 6 - 21800 ACRES
- TRACT 7 - 21800 ACRES
- TRACT 8 - 21800 ACRES
- TRACT 9 - 21800 ACRES
- TRACT 10 - 21800 ACRES
- TRACT 11 - 21800 ACRES
- TRACT 12 - 21800 ACRES
- TRACT 13 - 21800 ACRES
- TRACT 14 - 21800 ACRES
- TRACT 15 - 21800 ACRES
- TRACT 16 - 21800 ACRES
- TRACT 17 - 21800 ACRES
- TRACT 18 - 21800 ACRES
- TRACT 19 - 21800 ACRES
- TRACT 20 - 21800 ACRES

**MARK L. STUBBS
AND ASSOCIATES
GEODETIC ENGINEERS
REGISTERED PROFESSIONAL
SURVEYORS AND MAPPERS
STATE OF TEXAS**

**SECTION OF
TX ENERGY
LAND**

DATE: 12/12/11
PROJECT: 111840 ACRES
SCALE: AS SHOWN
BY: M.L.S.
CHECKED BY: M.L.S.
DATE: 12/12/11

Ch

- 10 h2. Right of way/assessment recorded in Vol. 84 page 234 Deed Records of Jefferson County, Texas, originally in favor of J.A. Lester. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h3. Right of way/assessment recorded in Vol. 88 page 84 Deed Records of Jefferson County, Texas, originally in favor of Sabko Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h4. Right of way/assessment recorded in Vol. 89 page 101 Deed Records of Jefferson County, Texas, originally in favor of W.M. White. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h5. Right of way/assessment recorded in Vol. 61 page 131 Deed Records of Jefferson County, Texas, originally in favor of W.B. Aron, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h6. Right of way/assessment recorded in Vol. 61 page 146 Deed Records of Jefferson County, Texas, originally in favor of Robinson Standard Oil and Refinery Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h7. Right of way/assessment recorded in Vol. 81 page 488 Deed Records of Jefferson County, Texas, originally in favor of Empire State Oil, Coal and Iron Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h8. Right of way/assessment recorded in Vol. 217 page 638 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h9. Right of way/assessment recorded in Vol. 243 page 451 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h10. Right of way/assessment recorded in Vol. 333 page 328 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Gas Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.
- 10 h11. Right of way/assessment recorded in Vol. 878 page 241 Deed Records of Jefferson County, Texas, originally in favor of United States of America. THIS ITEM DOES AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.
- 10 h12. Right of way/assessment recorded in Vol. 688 page 810 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h13. Right of way/assessment recorded in Vol. 925 page 544 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Pipe Line. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h14. Right of way/assessment recorded in Vol. 927 page 424 Deed Records of Jefferson County, Texas, originally in favor of United Gas Pipeline Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h15. Right of way/assessment recorded in Vol. 830 page 368 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h16. Right of way/assessment recorded in Vol. 933 page 558 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h17. Right of way/assessment recorded in Vol. 1445 page 214 Deed Records of Jefferson County, Texas, originally in favor of Humble Pipe Line Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h18. Right of way/assessment recorded in Vol. 1492 page 137 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h19. Right of way/assessment recorded in Vol. 1545 page 244 Deed Records of Jefferson County, Texas, originally in favor of United States of America. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h20. Right of way/assessment recorded in Vol. 1721 page 330 Deed Records of Jefferson County, Texas, originally in favor of Humble Pipe Line Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h21. Right of way/assessment recorded in Vol. 1809 page 271 Deed Records of Jefferson County, Texas, originally in favor of United Texas Transmission. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h22. Right of way/assessment recorded in Vol. 1899 page 81 Deed Records of Jefferson County, Texas, originally in favor of Exxon Pipeline Co. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h23. Right of way/assessment recorded under County Clerk's Film Code No. 100-37-0588 Real Property Records of Jefferson County, Texas, originally in favor of United Curative Corporation. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h24. Right of way/assessment recorded under County Clerk's Film Code No. 102-73-0742 Real Property Records of Jefferson County, Texas, originally in favor of Carbon Dioxide Technology Corporation and/or LAM Properties, Inc. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.
- 10 h25. Limitations, if any, on access to, ingress to and/or egress from the subject premises arising from location of railroad right of way between the land and Texas State Hwy. 347, and/or arising from actual access to, ingress to and/or egress from the subject property being by virtue of private roads: limited access provided by Crossing Easement recorded in Volume 878, Page 430 Deed Records Jefferson County, Texas, executed by Kansas City Southern Railway Company to Ed. Dupont de Nemours and Company and by Declaration executed by Ed. Dupont de Nemours and Company as recorded under Film Code No. 104-01-0531 Real Property Records of Jefferson County, Texas, and as described by Dedication Note as not recorded in Vol. 18 page 4 of the Map Records of Jefferson County, Texas.
- 10 h26. Terms, conditions, stipulations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by Ed. Dupont de Nemours and Company as recorded under Film Code No. 104-01-0531 Real Property Records of Jefferson County, Texas. AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS CHECKED TITLE INSURANCE COMPANY COMMITMENT NO. 44-001-80-262022. Dated January 31, 2020

SITE RESTRICTIONS:

Setbacks:

Front	N/A
	N/A
	N/A
Height	None
	None
Zone	None

There are no site restrictions or zoning information in the unincorporated limits of Jefferson County, Texas as per the Jefferson County Engineer's Department. (409) 835-8584

Encl

obtained from existing maps supplied by Dupont Personnel.

Subject property is located outside the limits of the City of Beaumont, and within the unincorporated limits of Jefferson County, Texas.

Access to this property is in common with access to the DuPont property.

Lot 1, Lot 2, and Lot 3 shown on Sheets 1-3 are not contiguous to each other.

There is no visible evidence of cemeteries on subject properties.

Flood Note:

By graphic plotting only, this property is in Zone A8 of the Flood Insurance Rate Map, Community Panel No. 480385 0170 C, which bears an effective date of 11-20-1991. No portion of the subject property lies within a Special Flood Hazard Area, as described on the Flood Insurance Rate Map for the community in which the subject property is located. No field surveying was performed to determine this Zone and an Elevation Certificate may be needed to verify this determination or apply for variance from the Federal Emergency Management Agency. Zone A8 denotes a special flood zone hazard area.

Basis of Bearing

The bearing N 45°58'29" E being the Southwest line of the subject tract, called 1.5445 acres, known as Lot 3 of the DuPont-Beaumont Industrial Site No. 2 Subdivision of record in Volume 17 on Page 394 of the Map Records of Jefferson County, Texas, was used as "The Basis of Bearing" for this survey. Said Southwest line being designated in said description as N 45°58'29" E 235.11'.

County Clerk's File No. 103-89-1800 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

10c. Subject to retained ownership of certain improvements as set forth in Deed recorded under County Clerk's File Code No. 103-89-1800 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

10c. Subject to permitted encroachments or easements as set forth in Deed recorded under County Clerk's File Code No. 103-89-1800, Deed recorded under File Code No. 103-89-1808, and/or Deed of Trust recorded under File Code No. 103-89-1808, and/or Deed of Trust recorded under File Code No. 103-89-1812, of its Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

10e. Right of way/easement recorded in Vol. 54 page 234 Deed Records of Jefferson County, Texas, originally in favor of J.A. Turner. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10m. Right of way/easement recorded in Vol. 58 page 84 Deed Records of Jefferson County, Texas, originally in favor of State Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10n. Right of way/easement recorded in Vol. 58 page 101 Deed Records of Jefferson County, Texas, originally in favor of J.R. Pina. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10o. Right of way/easement recorded in Vol. 61 page 131 Deed Records of Jefferson County, Texas, originally in favor of W.E. Birkin, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10p. Right of way/easement recorded in Vol. 61 page 148 Deed Records of Jefferson County, Texas, originally in favor of Texas Diamond Oil and Refinery Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10q. Right of way/easement recorded in Vol. 61 page 489 Deed Records of Jefferson County, Texas, originally in favor of Enbridge State Oil, Coal and Iron Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10r. Right of way/easement recorded in Vol. 177 page 232 Deed Records of Jefferson County, Texas, originally in favor of Texas Pipeline Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10s. Right of way/easement recorded in Vol. 213 page 836 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10t. Right of way/easement recorded in Vol. 243 page 451 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, AND IS NOT PLOTTED HEREON IS BLANKET IN NATURE.

10u. Right of way/easement recorded in Vol. 333 page 329 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Oil Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10v. Right of way/easement recorded in Vol. 382 page 410 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10w. Right of way/easement recorded in Vol. 1763 page 8 Deed Records of Jefferson County, Texas, originally in favor of Mobil Pipe Line Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.

10x. Right of way/easement recorded in Vol. 2114 page 438 Deed Records of Jefferson County, Texas, originally in favor of Shell Pipe Line Corp. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10y. Right of way/easement recorded in Vol. 2262 page 381 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10z. Right of way/easement recorded under County Clerk's File Code No. 101-78-2539 Real Property Records of Jefferson County, Texas, originally in favor of United Texas Transmission Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10aa. Right of way/easement recorded under County Clerk's File Code No. 101-18-2205 Real Property Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

10ab. Terms, conditions, obligations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by El Desfont de Magnoux and Company as recorded under File Code No. 104-01-2233 Real Property Records of Jefferson County, Texas. ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10ac. The Dallas Cable Easement dated 10-8-1893 recorded under County Clerk's File No. 9406388 Official Public Records of Real Property Records of Jefferson County, Texas, by and between C. J. Du Pont, Jr. and Company and Southwestern Bell Telephone Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10ad. Easement and Right-of-Way Agreement recorded under County Clerk's File No. 1899047881 Official Public Records of Jefferson County, Texas, executed by Okeumont Wellmont, Limited Partnership, originally in favor of Mr. Products, L.P. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

10ae. Right of Way agreement dated April 17, 1928 recorded under County Clerk's File No. 2001000358 Official Public Records of Real Property Records of Jefferson County, Texas, executed by Mr. Lynde America Corporation and Beaumont National. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

IRENT ENCROACHMENTS

The subject property, vegetation to a Plant Site.

AREA:

13.823 Acres
859,058 Square Feet Total

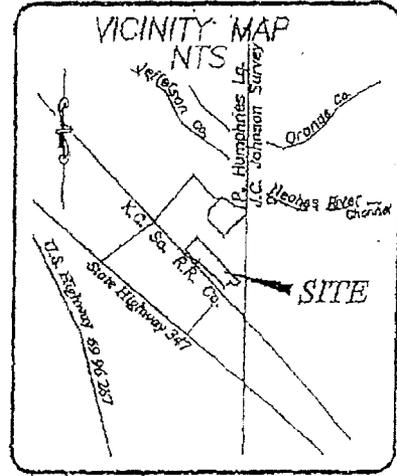
Parking Stalls

7 Standard Stalls
0 Handicap Stalls
0 Reserved Stalls

Basis of Bearing

The bearing S 44°07'00" E being the northeast line of the certain 13.823 acre tract of land of record in Volume 845 on Page 33 of the Deed Records of Jefferson County, Texas, was used as "the Basis of Bearing" for this survey, said northeast line being designated in said description as S 44°07'00" E, 1,674.00'.

THIS DESCRIPTION DESCRIBES ALL OF THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IDENTIFIED AS CHICAGO TITLE INSURANCE COMPANY, COMMITMENT No. 07H-COM-07H1050602594, dated December 7, 2010



10c. Subject to retained ownership of certain improvements as set forth in Deed recorded under County Clerk's File Code No. 103-89-1808 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

10d. Subject to retained ownership of certain improvements as set forth in Deed recorded under County Clerk's File Code No. 103-89-1800 Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

10g. Subject to permitted encumbrances as identified in Deed recorded under County Clerk's File Code No. 103-89-1800, Deed recorded under File Code No. 103-89-1806, and/or Deed of Trust recorded under File Code No. 103-89-1808, and/or Deed of Trust recorded under File Code No. 103-89-1812, all in Real Property Records of Jefferson County, Texas. APPLIES BUT UNABLE TO ASCERTAIN EXACT LOCATION (DUE TO AMBIGUOUS DESCRIPTION).

10i. Right of way/assessment recorded in Vol. 54 page 254 Deed Records of Jefferson County, Texas, originally in favor of J.A. Lovier. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10m. Right of way/assessment recorded in Vol. 55 page 94 Deed Records of Jefferson County, Texas, originally in favor of Sobbia Oil and Marketing Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10n. Right of way/assessment recorded in Vol. 59 page 101 Deed Records of Jefferson County, Texas, originally in favor of M. White. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10o. Right of way/assessment recorded in Vol. 61 page 131 Deed Records of Jefferson County, Texas, originally in favor of W.B. Brice, Trustee. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10p. Right of way/assessment recorded in Vol. 61 page 146 Deed Records of Jefferson County, Texas, originally in favor of Matlock Diamond Oil and Refinery Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10q. Right of way/assessment recorded in Vol. 61 page 155 Deed Records of Jefferson County, Texas, originally in favor of Empire State Oil, Coal and Iron Company. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10r. Right of way/assessment recorded in Vol. 177 page 232 Deed Records of Jefferson County, Texas, originally in favor of Texas Pipeline Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10s. Right of way/assessment recorded in Vol. 213 page 639 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10t. Right of way/assessment recorded in Vol. 242 page 451 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Petroleum Co. THIS ITEM AFFECTS SUBJECT PROPERTY, AND IS NOT PLOTTED HEREON IS BLANKET IN NATURE.

10u. Right of way/assessment recorded in Vol. 333 page 329 Deed Records of Jefferson County, Texas, originally in favor of Magnolia Gas Co. THIS ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10v. Right of way/assessment recorded in Vol. 666 page 610 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10w. Right of way/assessment recorded in Vol. 1788 page 6 Deed Records of Jefferson County, Texas, originally in favor of Hubb Pipe Line Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS SHOWN HEREON.

10x. Right of way/assessment recorded in Vol. 2114 page 439 Deed Records of Jefferson County, Texas, originally in favor of Shell Pipe Line Corp. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10y. Right of way/assessment recorded in Vol. 2282 page 381 Deed Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10z. Right of way/assessment recorded under County Clerk's File Code No. 101-70-2539 Real Property Records of Jefferson County, Texas, originally in favor of United Texas Transmission Company. THIS ITEM DOES NOT AFFECT SUBJECT PROPERTY AND IS NOT SHOWN HEREON.

10aa. Right of way/assessment recorded under County Clerk's File Code No. 102-10-2205 Real Property Records of Jefferson County, Texas, originally in favor of Gulf States Utilities Company. THIS ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

10ab. Terms, conditions, stipulations, covenants, easements and other provisions as set forth in Declaration of Easements and Covenants executed by E.J. Dupont de Nemours and Company as recorded under File Code No. 104-01-0533 Real Property Records of Jefferson County, Texas. ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10ac. First Order Deeds Easement dated 10-6-1993 recorded under County Clerk's File No. 8105399 Official Public Records of Real Property Records of Jefferson County, Texas, by and between E. L. Du Pont de Nemours and Company and Southwestern Bell Telephone Company. ITEM AFFECTS SUBJECT PROPERTY, IS BLANKET IN NATURE AND IS NOT PLOTTED HEREON.

10ad. Easement and Right-of-Way Agreement recorded under County Clerk's File No. 1899047881 Official Public Records of Jefferson County, Texas, executed by Beaumont Methanol Limited Partnership, originally in favor of Air Products L.P. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

10ae. Right of Way agreement dated April 17, 1981 recorded under County Clerk's File No. 200106154 Official Public Records of Real Property of Jefferson County, Texas, executed by Air Liquide America Corporation and Beaumont Methanol. ITEM AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

THIS DESCRIPTOR DESCRIBES ALL OF THE PROPERTY DESCRIBED BY THE TITLE COMMITMENT IDENTIFIED AS CHANGED TITLE IN THE PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, ON 12/27/2010. CTR-COM-CY1110202021K, dated December 7, 2010.

Abstract No. 32 in Jefferson County, Texas, being Lot 1 out of and a portion of that certain 74.667 acre tract of land known as Lot 3, out of DuPont-Beaumont Industrial Sites Subdivision of record in Volume 15 on Page 4 of the Deed Records of Jefferson County, Texas, sold 12.826 acres being more particularly described by metes and bounds, as follows:

Beginning at a 1/2" Rod w/cap marking an interior point within the said Lot 3, and being south corner of the herein described tract;

Thence along the courses and distances over and across the said Lot 3 with the property lines of the herein described tract to an interior corner of the said Lot 3:

- 1) Thence N 44°07'00" W (bearing basis), 581.96' (call 582.00') to a 1/2" Rod w/cap found,
- 2) Thence N 04°07'54" E (call N 04°09'14" E), 247.82' (call 247.89') to a Bent 1/2" Rod found,
- 3) Thence N 45°54'39" E (call N 45°53'00" E), 450.05' (call 450.00') to a 1/2" Rod w/cap found,
- 4) Thence S 71°38'07" E (call S 71°32'27" E), 151.20' (call 152.07') to a 1/2" Rod w/cap found,
- 5) Thence S 44°09'11" E (call S 44°07'00" E), 75.10' (call 75.00') to a 1/2" Rod w/cap found,
- 6) Thence S 62°47'45" E (call S 62°33'06" E), 111.33' (call 110.88') to a 1/2" Rod w/cap found,
- 7) Thence S 43°45'51" E (call S 44°07'00" E), 40.27' (call 40.00') to a 1/2" Rod set,
- 8) Thence S 70°21'49" E (call S 70°19'00" E), 351.07' (call 351.07') to a 1/2" Rod set,
- 9) Thence S 42°46'27" E (call S 44°07'00" E), 20.30' (call 20.30') to a 1/2" Rod w/cap found marking the east line of Pelham Humphries League, the east line of the J.C. Johnson Survey, Abstract No. 34,
- 10) Thence S 00°45'20" W with the west line of the said J.C. Johnson Survey, the east line of the said Pelham Humphries League, Abstract No. 32, in Jefferson County, Texas for a distance of 79.85' to a 1/2" Rod w/cap found,

Thence S 45°52'33" W (call S 45°53'00" W), 838.89' (call 838.63') to the point and place of beginning, containing in area 12.826 acres (558,700 Square feet) of land more or less.

General Notes:

Portions of this drawing were obtained from existing maps supplied by Dupont Personnel.

Subject property is located outside the limits of the City of Beaumont, and within the unincorporated limits of Jefferson County, Texas.

Access to this property is in common with access to the DuPont property.

Lot 1, Lot 2, and Lot 3 shown on Sheets 1-3 are not contiguous to each other.

Parking Stalls

- 0 Standard Stalls
- 0 Handicap Stalls
- 0 Reserved Stalls

Basis of Bearing

The bearing N 44°07'00" W being the southerly line of the called 12.818 acre tract of land of record in Volume 845 on Page 33 of the Deed Records of Jefferson County, Texas, was used as "The Basis of Bearing" for this survey. Said southerly line being designated in said description as N 44°07'00" W, 582.00'.

February 18, 2014

Consider approving a resolution approving the purchase of a data storage system from Sigma Solutions, Inc. for use in all City Departments



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer *BB*

MEETING DATE: February 18, 2014

REQUESTED ACTION: Council consider a resolution approving the purchase of a data storage system from Sigma Solutions, Inc. in the amount of approximately \$176,795 for use in all City Departments.

BACKGROUND

Pricing was obtained through the State of Texas Department of Information (DIR). DIR provides cities and political subdivisions with the means to purchase information technology at volume prices contracted under the procurement statutes of the State of Texas.

The filer heads in the current data storage system have reached their end of life. At current pricing it is more economical to replace the entire storage system rather than only replacing the two filer heads. The data storage system is used for central storage across all City Departments for many different purposes including server data and storage of all Police in car videos.

FUNDING SOURCE

Capital Reserve.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of a data storage system for use by all City Departments from Sigma Solutions, Inc., of San Antonio, Texas, through the State of Texas Department of Information Resources (DIR) contract, in the amount of \$176,795.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of February, 2014.

- Mayor Becky Ames -

WORK SESSION

#1

- * Herman & Kittle Properties, Inc. will make a request regarding a proposed apartment complex on Old Dowlen Road to be named Cypress Place LP. The Developer is applying for Housing Tax Credits with the Texas Department of Housing and Community Affairs



**HERMAN & KITTLE
PROPERTIES, INC.**

Commercial Real Estate • Residential Real Estate • Property Management

January 23, 2014

Councilmember Alan B. Coleman
Beaumont City Council Ward I
PO Box 3827
Beaumont, TX 77704

Dear Councilmember Coleman,

I hope you are well. I recently sent a notification informing you that Cypress Place LP is applying for Housing Tax Credits with the Texas Department of Housing and Community Affairs ("TDHCA") for Cypress Place, located on the W Side of Old Dowlen Rd., N of Dowlen Rd. in Beaumont. This New Construction development is comprised of approximately 72 one, two, and three bedroom apartments, of which approximately 68 units will be financed using housing tax credit financing.

Currently, our application is the most competitive application in the region because it is located in what TDHCA considers a "high opportunity area". Through its scoring criteria, TDHCA is attempting to de-concentrate tax credit-financed housing and promote workforce housing opportunities in areas that are typically too expensive for working class families to live. Cypress Place meets the State's desired criteria.

As part of our competitive application process, we are requesting that our project be added to City Council's Agenda for the February 4th meeting for the following:

1. That Council considers and adopts a resolution acknowledging that the City of Beaumont currently has more than twice the state average of units per capita supported by housing tax credits; and
2. That Council considers and adopts a resolution of support for the project, acknowledging that all citizens of Beaumont, including those of modest means, deserve high quality, safe, and affordable housing. Moreover, this resolution would acknowledge that the City's planned work on Old Dowlen Road will directly benefit the development.

I have been working with Director Boone in the Planning Department for over a year now, and I would sincerely appreciate the opportunity to appear before Council. Please let me know if it is possible to be put on the agenda for February 4, 2014. Also, please do not hesitate to contact me with any questions or requests for additional information. I am happy to meet with you and any other Council Members in advance of February 4th to discuss the project in further detail. I look forward to hearing from you.

Sincerely,

Stacy Kaplowitz
Development Director, Herman & Kittle Properties, Inc.
Representative for Cypress Place LP
3000 Skylark Drive Austin, TX 78757
Phone: 317.997.3095
Email: skaplowitz@hermankittle.com

CYPRESS PLACE FACT SHEET

Who is Herman & Kittle Properties, Inc. (HKP)?

For over 33 years, HKP has developed, constructed, and managed high quality apartment communities and self-storage facilities throughout the country. We currently manage a portfolio of over 110 properties, including over 10,000 apartment homes. Last year HKP was ranked #15 out of the country's top 50 affordable housing developers by Affordable Housing Finance Magazine. You can learn more about our organization at www.hermankittle.com.

Where is Cypress Place Apartments proposed to be located?

The proposed development will be located on a 6 acre site on the west side of Old Dowlen Road, north of Dowlen Road in Beaumont. The site is surrounded by vacant commercial land and an apartment complex to the south.

Is the site currently zoned for multi-family? Yes, no rezoning will be necessary.

What amenities will Cypress Place have for its residents?

Community amenities will include a clubhouse, pool, fitness center, business center, 24 hour maintenance and emergency service, on-site management, and gate/security. Individual apartments will feature patios or balconies, walk-in closets, Energy Star appliances, cable ready, handicap accessible options, and washer & dryer hook ups.

Who will live in Cypress Place Apartments?

Families earning up to 60% of the area median income (AMI) in Jefferson County who meet the screening and eligibility restrictions of the property may qualify for a reduced rent unit. The community will also feature some market rate units. Per our resident selection criteria, all residents must have an income in order to live in our community.

What is the current AMI in Jefferson County?

The AMI for a 4-person family in Jefferson County is currently \$53,900.

Who will own and manage the proposed development?

HKP develops, builds, owns, and manages all of our properties. We take a long-term view to development and believe it is in our best interest as owners to maintain our properties and keep them safe, attractive, and desirable places to live.

What other projects has HKP worked on in Texas?

HKP recently opened a 75 unit apartment complex in Taylor, Texas called Main Street Commons. Another 80 unit apartment complex called the Residences of Solms Village in New Braunfels is under construction.

What is tax credit financing?

The Housing Tax Credit (HTC) Program, administered by the Texas Department of Housing and Community Affairs (TDHCA), was created under the Tax Reform Act of 1986 to incentivize the

CYPRESS PLACE FACT SHEET

use of private equity in the development of workforce housing aimed at low to moderate income citizens. Tax credits are sold to equity investors with the requirement that the property maintain its affordability to low and moderate-income individuals and families for a minimum period, typically 15 years. Both the IRS and TDHCA monitor the developments for compliance with the program rules. Annual reporting is required of all developers as well.

Are tax credits subsidized housing?

No. It is important to note that housing tax credits are in no way related to the Section 8 program administered by the U.S. Department of Housing and Urban Development. This project has absolutely no subsidy. Per our resident selection criteria, tenants must have an income to live in the units. Housing tax credit units offer income qualified tenants a unit at a reduced rental rate that is restricted by annually published rent guidelines. Section 8 determines the rent based on 30% of a tenant's actual income. Housing tax credit rental rates may increase or decrease annually based on published limits, but Section 8 rents increase only when the occupying household's income increases or decreases or amended budgets containing proposed rent increases are requested by the Section 8 development owner.

Where can I learn more about the Housing Tax Credit Program?

Texas Department of Community Affairs – www.tdhca.state.tx.us

Contact Information:

Stacy Kaplowitz, Development Director
Herman & Kittle Properties, Inc.
3000 Skylark Drive
Austin, TX 78757
Tel. 317.997.3095
Email. skaplowitz@hermankittle.com

City of Beaumont Resolution for Cypress Place Development

Whereas Cypress Place LP has proposed a development for affordable rental housing at Old Dowlen Road named Cypress Place in the City of Beaumont; and

Whereas, there is a need for affordable housing for the City of Beaumont citizens of modest means; and

Whereas, Cypress Place LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2014 Low Income Housing Tax Credit Program funds for Cypress Place; and

Whereas, the application for the funding of tax credits requires a match of local funds in the form of a loan or in kind contribution.

Be it resolved that:

This resolution affirms the City of Beaumont's support for the above named development; and

The City of Beaumont is not a related party to the Applicant; and

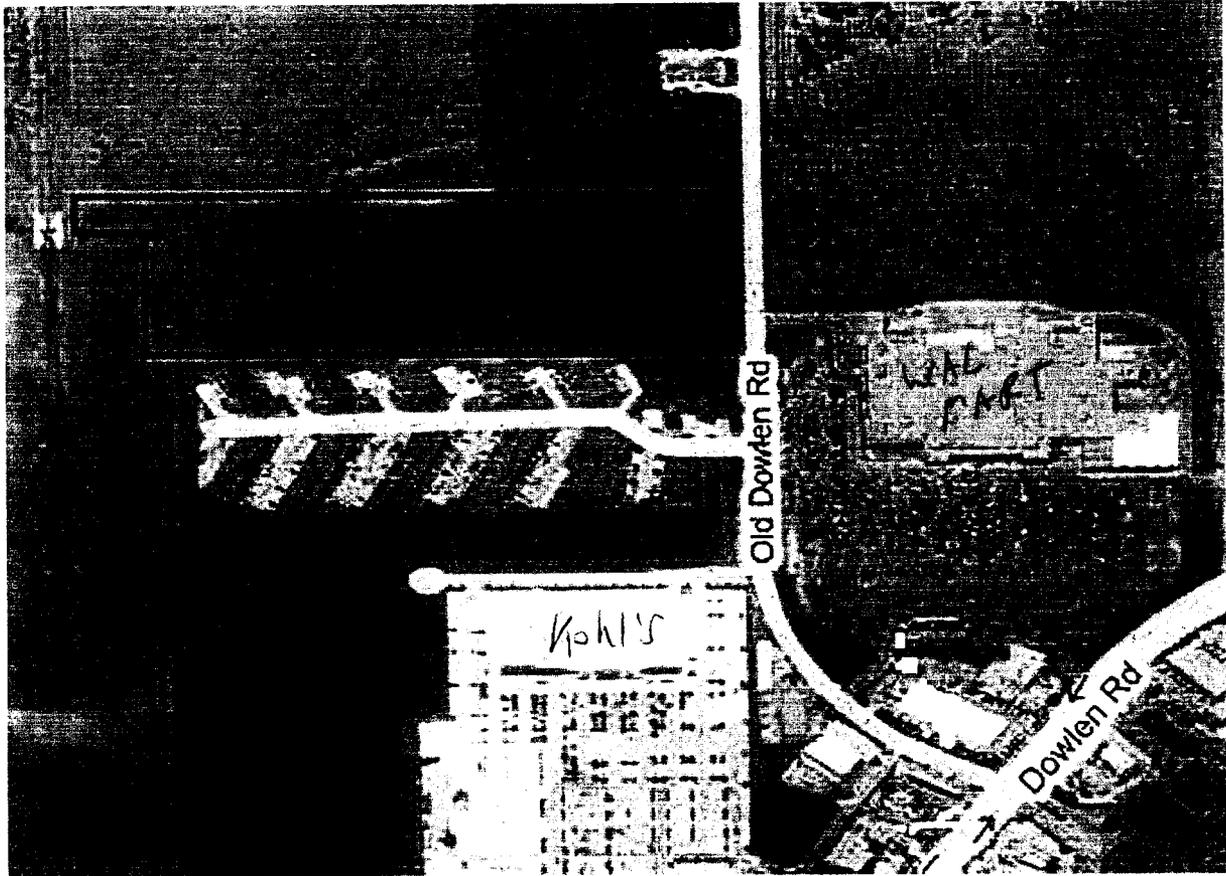
This resolution is a firm commitment from the City of Beaumont for the purposes of Commitment of Development Funding by a Local Political Subdivision in the amount of XXX; and

These funds will be in the form of an in kind match contribution which will directly support the development by providing off-site improvements through the expansion of Old Dowlen Road which serves the site; and

That any funds committed to this development have not been first provided to the City of Beaumont by the Applicant or a Related Party.

Resolved this date....[city to use its format for resolutions].

15+/- Acres on Old Dowlen Road Beaumont, Texas



Aerial Photo by Bing Maps

The location of the property lines are approximate, and will need to be verified by a survey.

J.M. PREWITT COMPANY

Commercial and Industrial Real Estate Services

WORK SESSION

#2

- * Discuss the naming of the North End Community Center, located at 3580 E. Lucas, in honor of Judge John Paul Davis