



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS MAY 12, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – May 5, 2015
- * Confirmation of committee appointments

Calvin Williams would be appointed to the Police Department Community Advisory Committee. The term would commence May 12, 2015 and expire May 11, 2017. (Councilmember Bill Sam)

- A) Authorize the City Manager to execute all documents necessary for a Memorandum of Understanding between the City of Beaumont and Project AIDS Land Manor P.A.L.M. Center

RESOLUTION NO.

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

THAT the following appointment be made:

<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Calvin Williams	Police Department Community Advisory Committee	05/12/15	05/11/17

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of May,
2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: May 12, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary for a Memorandum of Understanding (MOU) between the City of Beaumont and Project AIDS Land Manor P.A.L.M. Center.

BACKGROUND

P.A.L.M. Center and the City of Beaumont Public Health Department would like to enter into an agreement of collaboration to ensure that persons who have tested positive for HIV and persons who are at risk for HIV infection will have access to and receive HIV counseling, testing, and related services. This agreement is effective for one year from date of activation.

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 a Memorandum of Understanding between the City of Beaumont and Project AIDS Land Manor P.A.L.M. Center to provide access to and receive HIV counseling, testing, and related services to persons that have tested positive for HIV and persons who are at risk for HIV infection. The Memorandum of Understanding 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 12th day of May, 2015.

- Mayor Becky Ames -



PROJECT AIDS LAND MANOR P.A.L.M. CENTER

Free Testing and Counseling

MEMORANDUM OF UNDERSTANDING

P.A.L.M. Center, HEI Program and BEAUMONT HEALTH DEPARTMENT enter into this Agreement of Collaboration to assure that persons who have tested positive for HIV have access to and receive HIV counseling, testing, and related services.

BEAUMONT HEALTH DEPARTMENT agrees:

- To provide health, education/risk reduction services to individuals in coordination with P.A.L.M. Center, HEI Case Manager.
- To inform individuals at risk for HIV that risk reduction counseling and HIV Early Intervention Case Management services are available at P.A.L.M. Center locations and at outreach sites.
- To promote HIV prevention in the community and among clients.
- To protect the confidentiality of clients and other persons receiving services...
- Refer appropriate individuals to PALM CENTER for support of HIV/AIDS diagnoses

P.A.L.M. Center agrees:

- To protect the confidentiality of clients receiving services.
- To publicize the availability of HIV services.
- To accept referrals from BEAUMONT HEALTH DEPARTMENT for other services we provide.
- To accept referrals to HEI Services.
- Provide HIV support groups for assigned HEI clients.
- To provide HIV prevention counseling to individuals in coordination with BEAUMONT HEALTH DEPARTMENT activities.

The expected benefits of this collaboration agreement are:

- Individuals with the HIV infection will be identified and referred to appropriate services to delay the onset of AIDS.
- Individuals with and/or at risk for HIV infection will receive prevention counseling to reduce their chances of becoming infected with HIV and/or transmitting HIV to others.
- The community will have access to HIV prevention counseling and testing services in a location convenient to them.
- Clients will also be given opportunity to obtain support in recovery of both HIV and Substance Abuse.

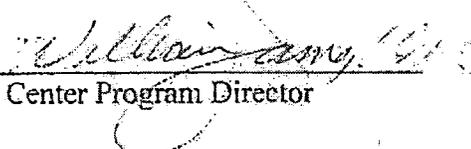
355 N. 18th St. Ste. 110, Beaumont, Texas 77707
Phone: (409) 832-0710
Fax: (409) 832-5928

EXHIBIT "A"

Either party may terminate this agreement within 30 days notice; otherwise this agreement is effective for one year.

Representative Signature

Date



P.A.L.M. Center Program Director

Date

Expiration Date

PROHIBITION OF DISCLOSURE: This information if being disclosed to you from records whose confidentiality is protected by federal law. Federal Regulations, 42 CFR Part 2 and the Health Insurance Portability and Accountability Act (HIPAA), prohibit you from making any further disclosure of this information except with the specific written consent of the person to whom it pertains.

BEAUMONT

TEXAS

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS MAY 12, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 2-3/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a request for a Specific Use Permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A
2. Consider a resolution authorizing the City Manager to execute an Earnest Money Contract for the sale of property located at 1205 Franklin Street known as the Literacy Depot
3. Consider an amendment to Ordinance No. 15-012 to allow the owner of 3750 Marie to enroll into a work program

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:

The U.S. Department of Housing and Urban Development's Small Business Revolving Loan Fund

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.

May 12, 2015

Consider a request for a Specific Use Permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: ^{CSB} Chris Boone, Planning & Community Development Director

MEETING DATE: May 12, 2015

REQUESTED ACTION: Council consider a request for a Specific Use Permit to allow a gaming room in a NC(Neighborhood Commercial) District at 3890 Avenue A.

BACKGROUND

Son Tran of Van's Grocery would like to operate a convenience store and gaming facility containing 12 "eight-liner" machines at 3890 Avenue A. Customers would only be able to receive gifts under \$5 in value, as prizes. Hours of operation would be from 9am till 8pm seven days a week.

As long as the game room does not exceed 35% of the gross floor area, parking will be sufficient. If the gaming area should exceed 35% of the gross floor area, parking will need to be increased for the use to be in compliance. The applicant has requested a waiver to the eight (8) foot screening fence and landscaped buffer at the West property line.

At a Joint Public Hearing held April 20, 2015, the Planning Commission recommended 6:2 to approve a Specific Use Permit to allow a gaming room in an NC (Neighborhood Commercial) District at 3890 Avenue A.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

The Administration recommends denial of a Specific Use Permit.

Van's Grocery, 3980 Avenue A is currently operating as a convenience store. It is currently licensed to sell wine and beer for off-premise consumption by the Texas Alcoholic Beverage Commission. The location, which is located on the northwest corner of the intersection of Avenue A and Brockman Street, consists of a wood frame permanent structure and a metal portable building. The portable building does not appear to be in use at this time.

The following is a summary of offenses reported to the Beaumont Police Dept. at the location for the period from January, 2010 to present :

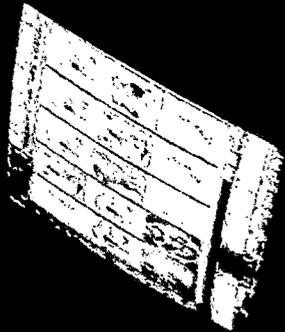
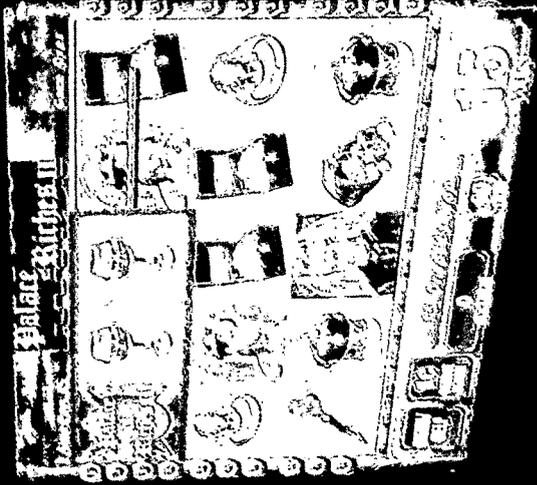
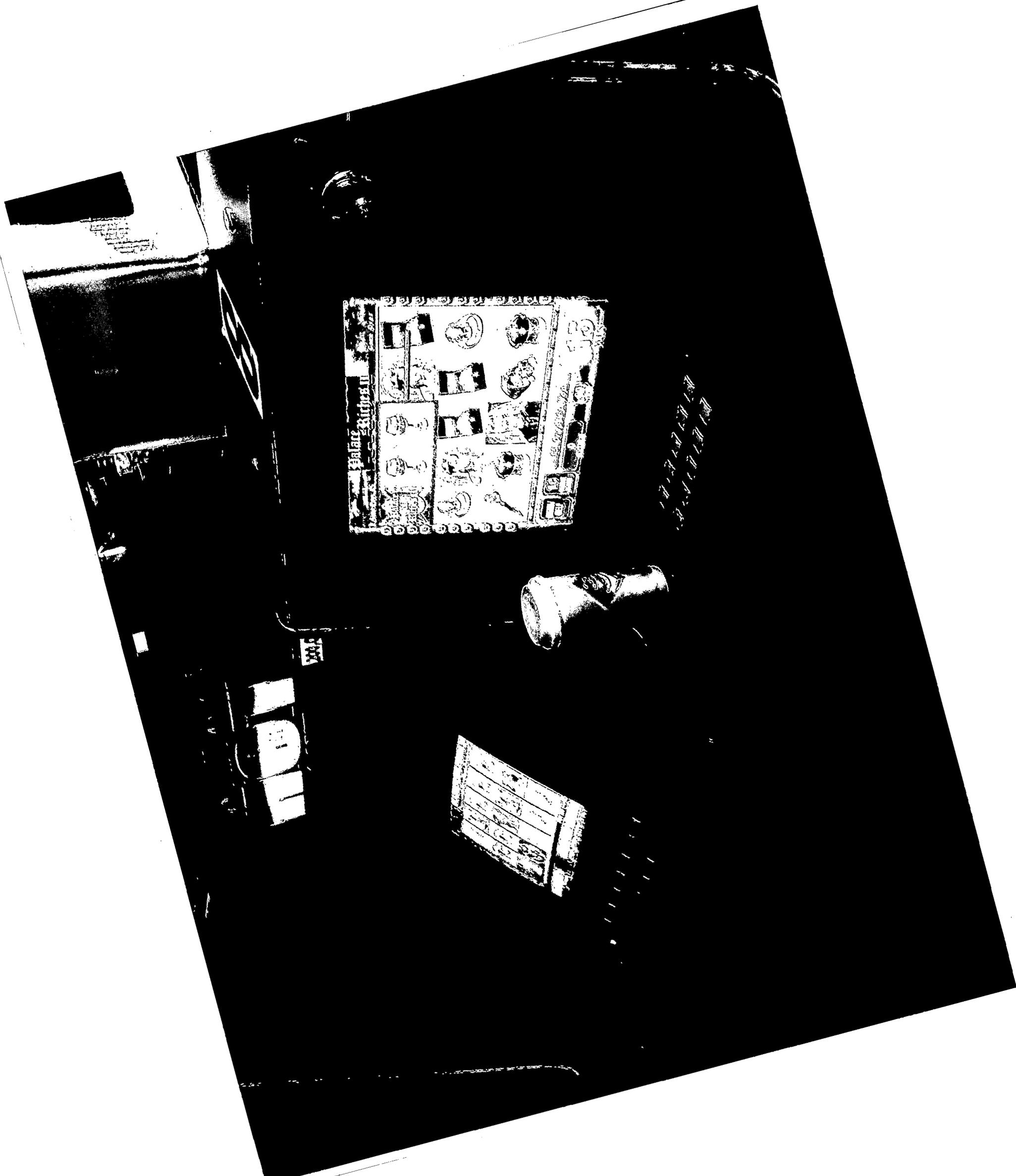
Homicide	1
Robbery	2
Disturbance	7
Theft	4
Burglary	2
Trespassing	8
Narcotics violations	10
Suspicious persons / vehicle	11
Total Calls for service	74

The following is a summary of calls for service in the general area of the location for the period April, 2014 to present :

Disturbance	39
Theft	13
Prostitution	12
Narcotics activity	3
Loud music	7
Shots fired	2
Indecent exposure	2
Suspicious persons	10
Assault	3
Auto theft	3
Criminal mischief	5

On Friday, 05/01/2015, an inspection of the location was conducted. Police officers found nine (9) eight-liner gaming machines being operated illegally. The property owner, Son Thanh Tran, was issued citations for operating an unlicensed gaming site and operating 9 unregistered gaming machines. Information received at this time indicates that the owners are illegally paying out cash on the machines.







**SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS**

(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME: VAN'S GROCERY SON TRAN

APPLICANT'S ADDRESS: 3890 AVENUE A

APPLICANT'S PHONE #: (409) 835-5283 FAX#: _____

NAME OF OWNER: SON TRAN AND LOAN DUONG

ADDRESS OF OWNER: 3741 CHAMPIONS DR.

LOCATION OF PROPERTY: 3890 AVENUE A

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. 8-10 OR TRACT 1

BLOCK NO. 2 PLAT _____

ADDITION BLOCK MAN SURVEY _____

NUMBER OF ACRES 1840 .265 NUMBER OF ACRES _____

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: COIN OPERATED AMUSEMENT GROCERY AND AMUSEMENT GAMING ROOM ZONE: NC

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. **PLEASE ADDRESS EACH CONDITION IN DETAIL.**

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....	\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....	\$450.00
5 ACRES OR MORE.....	\$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: [Signature] DATE: 02-30-2014

SIGNATURE OF OWNER: [Signature] (IF NOT APPLICANT) DATE: _____

PLEASE TYPE OR PRINT AND SUBMIT TO: CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: 2229-P

DATE RECEIVED: 3/27/15

Phone - (409) 880-3764
Fax - (409) 880-3133

PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.

Van's Grocery
3890 Ave. A
Beaumont TX 77705
(409) 835-5283

DATE: 3/25/15
TO: City of Beaumont
Planning Commission
FROM: Son Tran
SUBJECT: Specific Use Application
3890 Ave. A, Beaumont TX

The business is a convenience store that does not sell gas and has been in business for about 25 plus years. It is family owned and was purchased from family. My business is the only one in about a 6 block square area. We carry all of the normal inventory of a convenience store. I am the only employee and I have one register. My normal operating hours are 9AM to 8PM seven days a week. We also sell lottery tickets and I am an authorized SNAP retailer.

Eight Conditions that need to be addressed

- 1) I am applying for a specific use permit because of a change of city ordinance requiring this permit if there are entertainment machines (commonly know as 8-liners) in my store. These machines will not be injurious, not significantly diminish or impair property values of the immediate vicinity and also because I am a neighborhood type convenience store, the residents of the vicinity are the very ones using the machines.

- 2) The issuance of this permit will not impede the development/improvement of surrounding vacant property. The fact that I have entertainment machines in my store should have no bearing at all on surrounding property, vacant or occupied.

- 3) Again the adequate utilities and other necessary supporting facilities have been provided and these entertainment machines should have no bearing this.
- 4) Driveways and parking spaces are existing. My business is located on the corner of Avenue A and Brockman, which allows traffic to enter from Avenue A or the side street.
- 5) The entertainment machines do not add any type of nuisance that would have to be controlled
- 6) These machines are located on the inside of my building. There are currently fluorescent lights running the length of my building on the outside as well as a flood light located on a tall pole at the front corner of the parking area shining on the parking lot and the front of the building.
- 7) The business is existing and we have a privacy fence separating the back of our building with the resident behind us. This fence is 6 feet tall. There is a vacant lot on the other side of our business.
- 8) This building is secure and sound.

I am requesting a variance to an 8 feet fence that is required and a variance to a 10 feet landscape barrier. My neighbor behind me has no problem with the fence that is constructed. I also own the undeveloped property to the right of my store all the way to Edwin Street.

Respectfully Submitted,



Son Tran

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A GAMING ROOM IN A NC (NEIGHBORHOOD COMMERCIAL) DISTRICT AT 3890 AVENUE A IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Son Tran, on behalf of Van's Grocery, has applied for a specific use permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A, being Lots 8-10, Tract 1, Block 2, Brockman Addition, Beaumont, Jefferson County, Texas, containing 0.265 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A; and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

Section 1.

That a specific use permit to allow a gaming room in a NC (Neighborhood Commercial) District at 3890 Avenue A, being Lots 8-10, Tract 1, Block 2, Brockman Addition, Beaumont, Jefferson County, Texas, containing 0.265 acres, more or less, as shown on Exhibit "A," is hereby granted to Son Tran d/b/a Van's Grocery, his legal

successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of May, 2015.

- Mayor Becky Ames -

File 2229-P: A request for Specific Use Permit to allow coin operated amusements in an NC (Neighborhood Commercial) District.

Location: 3890 Avenue A

Applicant: Van's Grocery

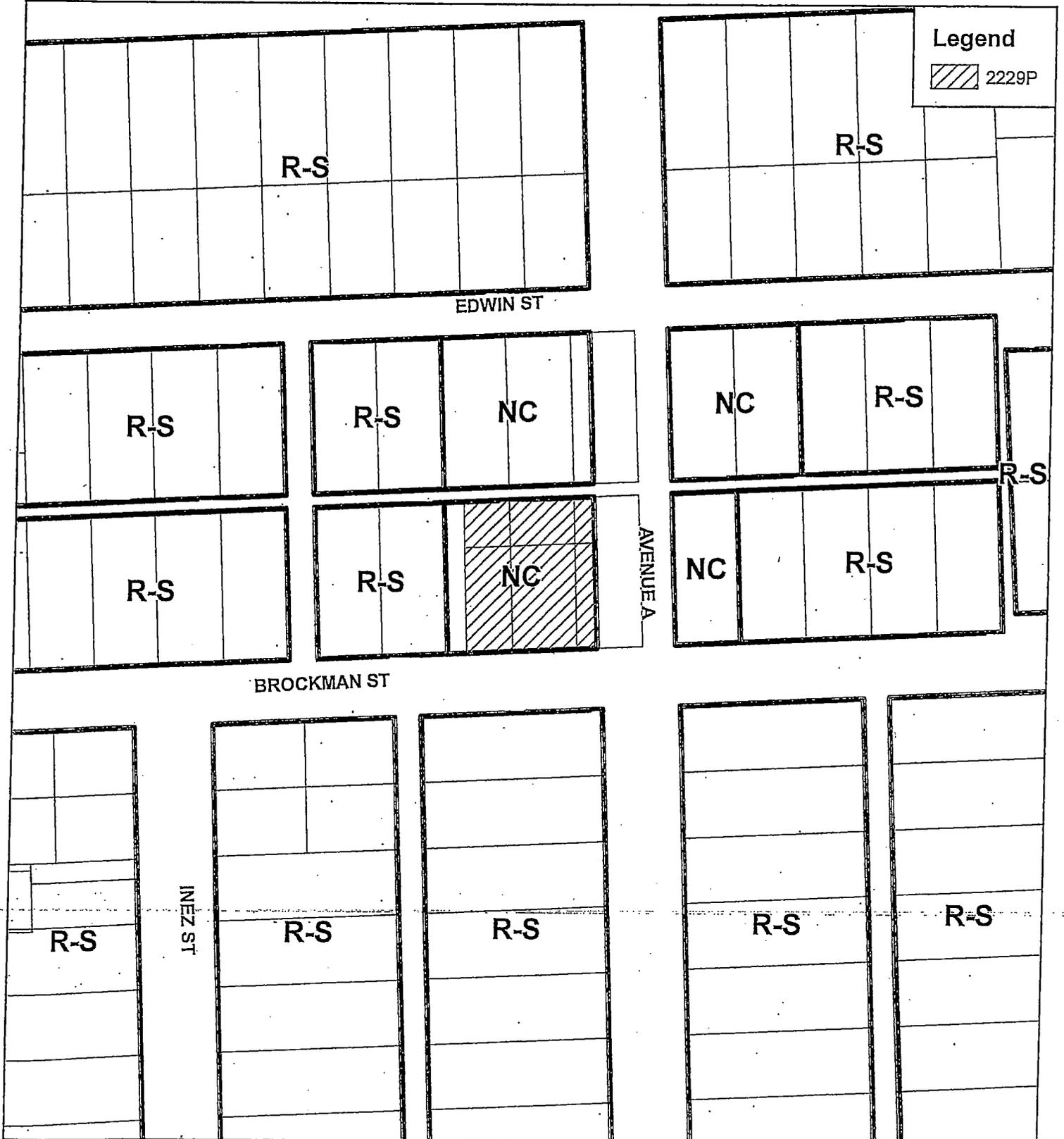
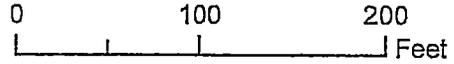


EXHIBIT "A"

May 12, 2015

Consider a resolution authorizing the City Manager to execute an Earnest Money Contract for the sale of property located at 1205 Franklin Street known as the Literacy Depot

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: May 12, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an Earnest Money Contract for the sale of property located at 1205 Franklin Street known as the Literacy Depot.

BACKGROUND

On February 25, 2014, City Council passed Resolution No. 14-043 accepting the bid submitted by NAI Wheeler for an annual contract to provide real estate broker services to list and sell City-owned property.

NAI Wheeler has secured one (1) potential buyer that is interested in purchasing the property located at 1205 Franklin Street. The property is known as the Literacy Depot. After reviewing the Earnest Money Contract, it is in the best interest of the City of Beaumont to execute the Earnest Money Contract with Spindletop Unitarian Church with a cash offer in the amount of \$73,000.00.

Spindletop Unitarian Church will deposit \$3,650.00 as earnest money to Texas Regional Title for a feasibility period of seven (7) days. If Spindletop Unitarian Church terminates the earnest money contract, the earnest money will be refunded to Spindletop Unitarian Church less \$1,000 that the City will retain. The date of closing will be ten (10) day after delivery of Title Commitment.

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 Earnest Money Contract with Spindletop Unitarian Church for the sale of property located at 1205 Franklin Street known as the Literacy Depot. The contract is substantially in the form attached hereto as Exhibit "1" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of May, 2015.

- Mayor Becky Ames -



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Beaumont

Address: 801 North Main Street, Beaumont, TX 77701

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: Spindletop Unitarian Church

Address: 2540 Hazel, Beaumont, TX 77702

Phone: (409) 283-0851 E-mail: cathysaurallen@gmail.com

Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Jefferson County, Texas at 1205 Franklin Street, Beaumont, TX 77701 (address) and that is legally described on the attached Exhibit A or as follows:

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing\$	<u>73,000.00</u>
B. Sum of all financing described in Paragraph 4\$	_____
C. Sales price (sum of 3A and 3B)\$	<u>73,000.00</u>



Commercial Contract - Improved Property concerning 1205 Franklin Street, Beaumont, TX 77701

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ _____. This contract:
- (1) is not contingent upon Buyer obtaining third party financing.
- (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 3,650.00 as earnest money with Texas Regional Title Company (title company) at 3195 Dowlen Rd., Ste 108, Beaumont, TX (address) Molly Mallet (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
- (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- (ii) _____
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

Commercial Contract - Improved Property concerning 1205 Franklin Street, Beaumont, TX 77701

B. Survey: Within 7 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. ~~If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller \$/A _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.~~

C. UCC Search:

- (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 5 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

Commercial Contract - Improved Property concerning 1205 Franklin Street, Beaumont, TX 77701

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

B. Feasibility Period: Buyer may terminate this contract for any reason within 7 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to timely pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within N/A days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

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- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guaranties relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;

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- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: KenWheel, Inc. dba NAI
Wheeler
 Agent: Lee Y. Wheeler, III
 Address: 470 Orleans Street, 12th FL
Beaumont, TX 77701
 Phone & Fax: (409) 899-3300 (409) 899-3301
 E-mail: LWheeler@NAIWheeler.com
 License No.: 579943

Cooperating Broker: Coldwell Banker
Commercial, Arnold & Associates
 Agent: Jessica Prince
 Address: 1 Acadiana Court
Beaumont, TX 77706
 Phone & Fax: (409) 833-5055
 E-mail: jes@cbcaaa.com
 License No.: 518763

Principal Broker: (Check only one box.)
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
 (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 3.000 % of the sales price.

Cooperating Broker a total cash fee of:
 3.000 % of the sales price.

The cash fees will be paid in Jefferson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) _____ days after the expiration of the feasibility period.
 - _____ (specific date).
 - 10 days after delivery of Title Commitment
 - (2) 7 days after objections made under Paragraph 6D have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;

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- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

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14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, ~~or seek such other relief as may be provided by law, or both~~ as Buyer's sole remedy.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

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- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent

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feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: ~~To the best of Seller's knowledge and belief: (Check only one box.)~~

- ~~A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).~~
- ~~B. Except as otherwise provided in this contract, Seller is not aware of:

 - ~~(1) any subsurface structures, pits, waste, springs, or improvements;~~
 - ~~(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;~~
 - ~~(3) any environmental hazards or conditions that materially affect the Property;~~
 - ~~(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;~~
 - ~~(5) whether radon, asbestos-containing materials, urea formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;~~
 - ~~(6) any wetlands, as defined by federal or state law or regulation, on the Property;~~
 - ~~(7) any threatened or endangered species or their habitat on the Property;~~
 - ~~(8) any present or past infestation of wood-destroying insects in the Property's improvements;~~
 - ~~(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;~~
 - ~~(10) any material physical defects in the improvements on the Property; or~~
 - ~~(11) any condition on the Property that violates any law or ordinance.~~~~

~~(Describe any exceptions to (1) (11) in Paragraph 12 or an addendum.)~~

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

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D. Addenda which are part of this contract are: (Check all that apply.)

- (1) Property Description Exhibit identified in Paragraph 2;
 (2) Commercial Contract Condominium Addendum (TAR-1930);
 (3) Commercial Contract Financing Addendum (TAR-1931);
 (4) Commercial Property Condition Statement (TAR-1408);
 (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
 (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
 (7) Notice to Purchaser of Real Property in a Water District (MUD);
 (8) Addendum for Coastal Area Property (TAR-1915);
 (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 (10) Information About Brokerage Services (TAR-2501); and
 (11) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

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- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Seller: City of Beaumont

Buyer: Spindletop Unitarian Church
Allen

By: Kyle Hayes
By (signature): _____
Printed Name: Kyle Hayes
Title: City Manager

By: Cathy Allen (Catherine Allen)
By (signature): _____
Printed Name: Cathy Allen (Catherine Allen)
Title: Acting President

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

EXHIBIT A

BEING a 0.4425 acre tract of land, being all of that certain called 0.4442 acre tract of land, more fully described as Tracts 1 & 2 recorded in Clerk's File No. 8915997 of the Official Public Records of Jefferson County, Texas and being out of and a part of Lots 85 thru 88 and 91 thru 93, Block 8 of the B. D. Crary Addition, recorded in Volume 3, Page 506 of the Deed Records of Jefferson County, Texas. Said 0.4425 acre tract being situated in the Noah Tevis Survey, Abstract No. 52, Jefferson County, Texas and being more particularly described as follows:

COMMENCING at a 3/4-inch iron pipe found at the North corner of Lot 1, Block 6 of said Crary Addition, same being the intersection of the Southeast line of Blanchette Street (60 feet wide public right-of-way) with the Southwest line of Victoria Street (60 feet wide public right-of-way);

THENCE North 43 deg. 49 min. 45 sec. West crossing said Blanchette Street and along and with the Northeast line of said Block 8, same being the Southwest line of said Victoria Street, a distance of 179.99 feet to a point for the East corner of said Tract 1 (from which a found chain link fence corner post bears North 04 deg. 47 min. 03 sec. East, 5.43 feet), same being the North corner of that certain Irvin Bourne and wife, Mary Bourne tract of land, more fully described and recorded in Clerk's File No. 2009037654 of the Official Public Records of said Jefferson County and PLACE OF BEGINNING of the herein described tract;

THENCE South 45 deg. 56 min. 26 sec. West along and with the Southeast line of said Tract 1, same being the Northwest line of said Bourne tract and that certain Scott F. Shelander tract of land, more fully described and recorded in Clerk's File No. 2002034422 of said Official Public Records, a distance of 149.53 feet to a 5/8-inch with cap stamped "WORTECH SURVEYORS" set at the East corner of that certain Hoang Nguyen tract of land, more fully described and recorded in Clerk's File No. 2000002160 of said Official Public Records, same being the most Southerly South corner of said Tract 1, from which a 1/2-inch iron rod found, bears South 45 deg. 56 min. 26 sec. West, 149.52 feet;

THENCE North 43 deg. 49 min. 45 sec. West along and with the Southwest line of said Tract 1, same being the Northeast line of said Nguyen tract, a distance of 59.83 feet to a 5/8-inch iron rod with cap stamped "WORTECH SURVEYORS" set at the East corner of said Tract 2, same being the North corner of said Nguyen tract;

THENCE South 45 deg. 56 min. 26 sec. West along and with the Southeast line of said Tract 2, same being the Northwest line of said Nguyen tract, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "WORTECH SURVEYORS" set at the South corner of said Tract 1, same being the East corner of that certain Hoang Nguyen tract of land, more fully described and recorded in Clerk's File No. 9700905 of said Official Public Records;

THENCE North 43 deg. 49 min. 45 sec. West along and with the Southwest line of said Tract 2, same being the Northeast line of said Nguyen tract (Clerk's File No. 9700905), a distance of 120.00 feet to a 5/8-inch iron rod with cap stamped "WORTECH

EXHIBIT A

SURVEYORS" set at the West corner of said Tract 2, same being the North corner of said Nguyen tract (Clerk's File No. 9700905) and being in the Southeast line of Franklin Street (60 foot wide public-right-of-way);

THENCE North 45 deg. 56 min. 26 sec. East along and with the Northwest line of said Tract 2, same being the Southeast line of said Franklin Street, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "WORTECH SURVEYORS" set at the North corner of said Tract 2, same being the West corner of that certain State of Texas tract of land, more fully described and recorded in Film Code No. 102-40-2205 of said Official Public Records;

THENCE South 43 deg. 49 min. 45 sec. East along and with the Northeast line of said Tract 2, same being the Southwest line of said State of Teas tract, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "WORTECH SURVEYORS" set at the South corner of said State of Texas tract, same being the West corner of said Tract 1;

THENCE North 64 deg. 27 min. 08 sec. East along and with the Northwest line of said Tract 1, same being the Southeast line of said State of Texas tract, a distance of 157.48 feet to a 5/8-inch iron rod with cap stamped "WORTECH SURVEYORS" set at the North corner of said Tract 1, same being the East corner of said State of Texas tract and being in the Southwest line of said Victoria Street;

THENCE South 43 deg. 49 min. 45 sec. East along and with the Northeast line of said Tract 1, same being the Southwest line of said Victoria Street, a distance of 79.83 feet to the PLACE OF BEGINNING, containing 0.4425 acre of land, more or less.

X _____
Seller

X CJA
Buyer



Approved by the Texas Real Estate Commission for Voluntary Use
Texas law requires all real estate licensees to give the following information about
brokerage services to prospective buyers, tenants, sellers and landlords.

10-10-11

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties; if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
(2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
(4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant
Spindletop Unitarian Church

4-29-15
Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (http://www.trec.texas.gov)

(TAR-2501) 10-10-11

TREC No. OP-K

NAI Wheeler, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Phone: 409-899-3300

Fax: 409-899-3301 Erica Goss

1205 Franklin



Approved by the Texas Real Estate Commission for Voluntary Use
Texas law requires all real estate licensees to give the following information about
brokerage services to prospective buyers, tenants, sellers and landlords.

10-10-11

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
(2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
(4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant
City of Beaumont

Date

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(TAR-2501) 10-10-11

TREC No. OP-K

NAI Wheeler, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Phone: 409-899-3300

Fax: 409-899-3301 Erica Goss

1205 Franklin

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May 12, 2015

Consider an amendment to Ordinance No. 15-012 to allow the owner of 3750 Marie to enroll into a work program

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: ^{CJB} Chris Boone, Planning & Community Development Director

MEETING DATE: May 12, 2015

REQUESTED ACTION: City Council consider an amendment to Ordinance No. 15-012 to allow the owner of 3750 Marie to enroll into a work program. Enrollment in the work program for 3750 Marie shall occur within ten days after the effective date of this amended ordinance.

BACKGROUND

At the May 5, 2015 meeting of the City Council, a contractor requested that a work program be allowed for the structure at 3870 Marie. It was later determined that there was some confusion on the part of the contractor and that he was actually requesting a work program for the structure at 3750 Marie. We are requesting that the ordinance be amended to allow a work program at 3750 Marie, within 10 days of the amended ordinance.

FUNDING SOURCE

Sources may include General funds and Community Development Block Grant (CDBG) funding.

RECOMMENDATION

Approval of the amended ordinance.

SUBSTANDARD BUILDING INSPECTION REPORT
BUILDING CODES DIVISION
CITY OF BEAUMONT

INITIAL INSPECTION DATE December 3, 2014 WARD 4

ADDRESS OF INSPECTION 3750 Marie

OWNER J H Twine or Etta Twine Charles

ADDRESS 2205 Taylor CITY/STATE Beaumont, Texas 77703-1601

APPRAISAL VALUE

Land Value 1470

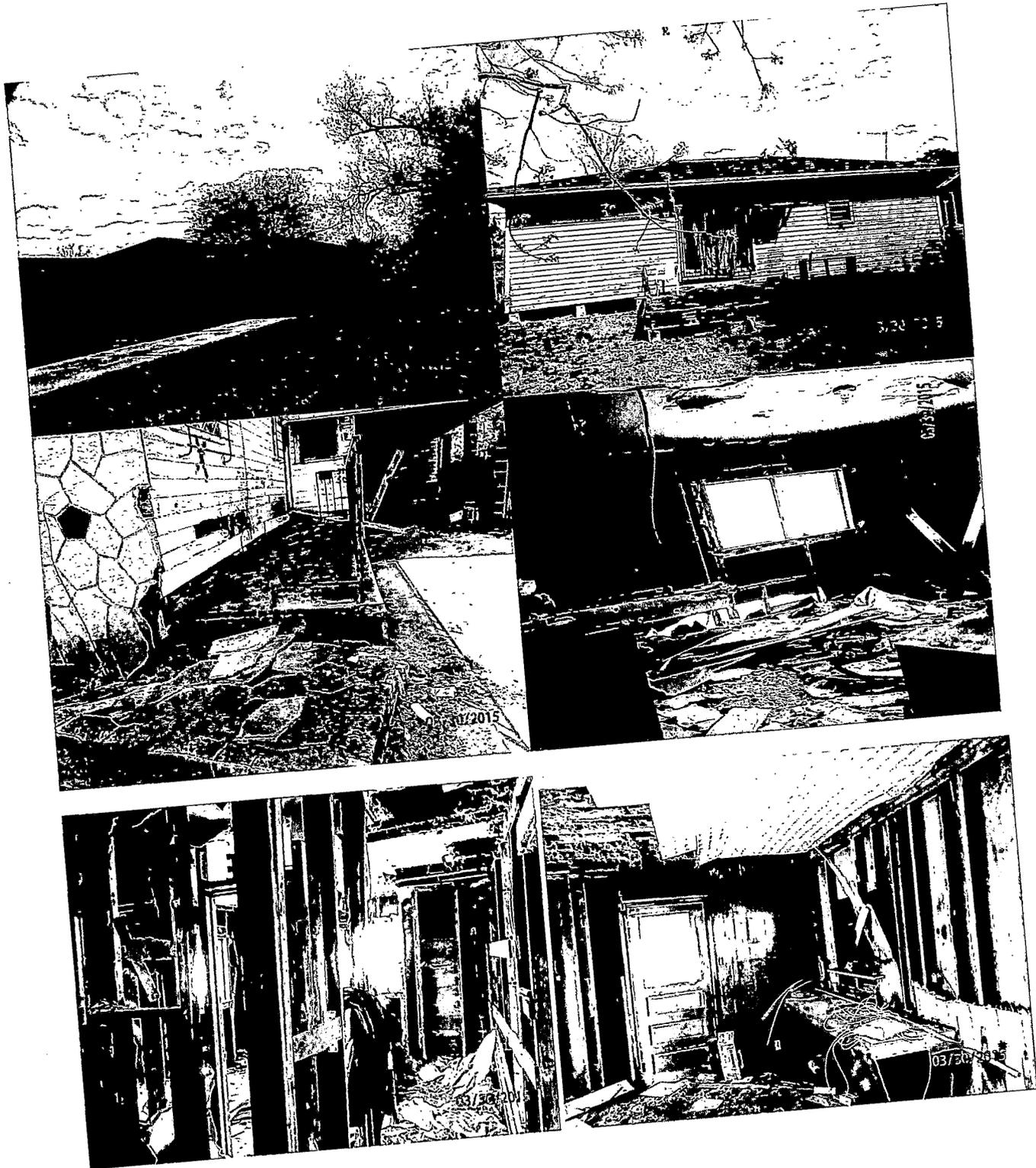
Improvement Value 14860

Total Value 16330

- | | | | |
|----|--|--------------|-------------|
| A. | Fire damaged? | YES _____ | NO <u>X</u> |
| B. | Enrolled in Work Repair Program? | YES <u>X</u> | NO _____ |
| C. | Does the structure comply with I.P.M.C.? | YES _____ | NO <u>X</u> |

MAJOR CODE VIOLATIONS: Reinspection was made on March 30, 2015. The structure is open and accessible. The owner enrolled into the work program. The only work that has been performed is gutting of the interior. They failed to comply with the 90 day deadline of the work program. There are cracks in the stone wall. The slab under the carport is cracked. The structure has extensive termite damage from the bottom of the wall to the top. The entire structure needs painting. The rear porch is rotting and falling apart. The ceiling is falling in places. Based on the extensive repairs needed in this structure, staff is recommending a raze order for this structure.

SEE ATTACHED PHOTOS



3750 MARIE

ORDINANCE NO. 15-012

ENTITLED AN ORDINANCE FINDING CERTAIN STRUCTURES TO BE PUBLIC NUISANCES AND ORDERING THEIR DEMOLITION AND REMOVAL OR REPAIR; PROVIDING FOR SEVERABILITY AND PROVIDING FOR A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That the City Council of the City of Beaumont hereby finds and declares the buildings located at:

1. 3410 Astor – All structures	2. 4299 Avenue A (garages only)
3. 1505 Avenue E & shed	4. 1025 Avenue G (garage apt. only)
5. 1525 Avenue H	6. 9285 Baker (shed only)
7. 1398 Bradley	8. 2344 Broadway & garage apartment
9. 1590 Brockman	10. 1465 Burt
11. 1871 Cartwright	12. 270 E Chapin & carport
13. 2460 Coast & shed	14. 2047 Corley & shed
15. 1458 Edwin & shed	16. 1165 Elgie
17. 1433 Emile & shed	18. 1610 Euclid & carport
19. 1930 Euclid	20. 345 Garland
21. 3505 Glenwood	22. 3535 Glenwood (aux. bldg. only)
23. 758 Goliad (garage apt. only)	24. 4135 Grandberry (garage only)
25. 4195 Grandberry & garage	26. 4335 Grandberry (garage apt only)
27. 3030 Gulf (front structure)	28. 2330 Harriot

29. 4630 Hartel	30. 8055 Helbig
31. 4736 Highland (commercial)	32. 1150 Houston
33. 4025 Howard & garage	34. 1385 Howell & shed
35. 2495 Jirou	36. 4396 Kenneth
37. 2270 Leight	38. 2298 Linson (garage apartment)
39. 2420 N. Lynwood	40. 2490 N. Lynwood
41.	42. 3750 Marie
43. 3870 Marie	44. 2185 May (garage apartment only)
45. 2371 Monroe	46. 2085 Nora
47. 3945 Octavia	48. 2440 Omaha
49. 2478 Park	50. 4740 Park
51. 3595 Pine	52. 1207 Plum (garage apartment & shed)
53. 1135 Powell	54. 2195/97 Rusk (duplex)
55. 5250 Seale (garage only)	56. 419 N. 7 th (front structure only)
57. 186 Stratton	58.
59. 3375 Timberwood (garage only)	60. 695 Threadneedle & garage
61. 2296 Victoria (garage only)	62. 525 E. Virginia
63. 3820 Waco (rear two story bldg only)	64. 3840 Waco
65. 2210 Washington (auxiliary bldg only)	66. 2124 Wilson & shed

to be public nuisances in that said buildings violate Chapter 24, Article 24.04, Section 24.04.001 of the Code of Ordinances of the City of Beaumont and are for want of

repairs, or by reason of age or dilapidated, decayed, unsafe or unsanitary condition, or otherwise unfit for human habitation, or otherwise likely to endanger the health, safety or general welfare of the citizens of the City.

Section 2.

In accordance with Article XVII, Section 2, of the Charter of the City of Beaumont, Chapter 24, Article 24.04 of the Code of Ordinances of Beaumont, Texas, it is hereby ordered that the owner or owners of the following described buildings demolish and remove said structures within ten (10) days of the effective date of this ordinance.

If the property owner(s) fail(s) to comply within ten (10) days, Council orders that the property be demolished without further notification to the property owners or City Council action.

2. 4299 Avenue A (garages-only)	3. 1505 Avenue E & shed
4. 1025 Avenue G (garage apt. only)	5. 1525 Avenue H
6. 9285 Baker (shed only)	7. 1398 Bradley
8. 2344 Broadway & garage apartment	9. 1590 Brockman
10. 1465 Burt	11. 1871 Cartwright
12. 270 E Chapin & carport	13. 2460 Coast & shed
14. 2047 Corley & shed	15. 1458 Edwin & shed
16. 1165 Elgie	17. 1433 Emile & shed
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22. 3535 Glenwood (aux. bldg. only)	23. 758 Goliad (garage apt. only)

24. 4135 Grandberry (garage only)	25. 4195 Grandberry & garage
26. 4335 Grandberry (garage apt only)	27. 3030 Gulf (front structure)
28. 2330 Harriot	30. 8055 Helbig
31. 4736 Highland (commercial)	32. 1150 Houston
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36. 4396 Kenneth	37. 2270 Leight
38. 2298 Linson (garage apartment)	42. 3750 Marie
44. 2185 May (garage apartment only)	46. 2085 Nora
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60. 695 Threadneedle & garage	61. 2296 Victoria (garage only)
62. 525 E. Virginia	63. 3820 Waco (rear two story bldg only)
64. 3840 Waco	65. 2210 Washington (auxiliary bldg only)

Section 3.

In accordance with Article XVII, Section 2, of the Charter of the City of Beaumont, Chapter 24, Article 24.04 of the Code of Ordinances of Beaumont, Texas, it is hereby ordered that the property owner(s) of the following described buildings execute a work program with the City within ten (10) days of the effective date of this ordinance and

either demolish or complete all repairs and receive a Certificate of Occupancy within one-hundred fifty (150) days. Should the owner(s) fail to enroll in a work program within the prescribed ten (10) days or obtain substantial completion as defined in the work program, within ninety (90) days from the initiating date of the work program, Council hereby orders that the property be demolished without further notification to the property owner(s) or City Council action.

1. 3410 Astor – All structures	29. 4630 Hartel
34. 1385 Howell & shed	39. 2420 N. Lynwood
40. 2490 N. Lynwood	43. 3870 Marie
45. 2371 Monroe	66. 2124 Wilson & shed

Section 4.

If a property owner requests and is authorized by City Council to enroll in a work program, all properties are to be secured from unauthorized entry, and all delinquent taxes shall be paid in full or a payment plan executed prior to the enrollment of the property in the work program.

Section 5.

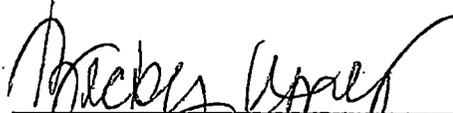
That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable.

Section 6.

That any person who violates any provision of this ordinance shall, upon conviction, be punished as provided in Section 1.01.009 of the Code of Ordinances of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 5th day of May, 2015.




- Mayor Becky Ames

ORDINANCE NO.

WHEREAS, on May 5, 2015 the City Council of the City of Beaumont, Texas approved Ordinance No. 15-012 finding certain structures to be public nuisances and ordering their demolition and removal or repair; and,

WHEREAS, the structure located a 3750 was ordered demolished and removed; and,

WHEREAS, at the May 5, 2015 meeting of the City Council, a contractor, as a representative of the owner, requested that a work program be allowed for a structure located at 3870 Marie; and,

WHEREAS, it was later determined that the representative was actually requesting a work program for the structure located at 3750 Marie; and,

WHEREAS, other than the contractor, there was no one to address the property at 3870 Marie; and,

WHEREAS, an amendment to Ordinance No. 15-012 is required to allow enrollment into a work program for the structure located at 3750 Marie; and,

WHEREAS, enrollment into the work program shall occur within ten (10) days after the effective date of the amended ordinance;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT Ordinance No. 15-012 is hereby amended to allow the owner of property located at 3750 Marie to enroll into a work program; and,

BE IT FURTHER ORDAINED THAT enrollment in the work program for property located at 3750 Marie shall occur with ten (10) days after the effective date of the amended ordinance.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of May, 2015.

- Mayor Becky Ames -