BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 12, 2016 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – July 5, 2016

* Confirmation of committee appointments

Lillie Babino would fill the unexpired term of Bart Owens on the Civil Service Commission. The term would commence July 12, 2016 and expire November 9, 2018. (Kyle Hayes, City Manager)

A) Authorize the acceptance of two (2) ten foot (10') wide Water Line Easements located at 4205 Sarah Street

Confirm the appointment of Lillie Babino to the Civil Service Commission

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According to Chapter 143.006 of the Local Government Code, when a vacancy occurs on the Civil Service Commission the Chief Executive of a municipality shall appoint a person to serve on the commission for the remainder of the unexpired term. Bart Owens has resigned from the Civil Service Commission and the City Manager would like to appoint Lillie Babino to fulfill the remainder of his term.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT Lillie Babino is appointed to the Civil Service Commission to fill the unexpired term of Bart Owens. The term will commence July 12, 2016 and expire November 9, 2018.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of July, 2016.

_____

- Mayor Becky Ames -

A

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	July 12, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the acceptance of two (2) ten foot (10') wide Water Line Easements.

BACKGROUND
Beaumont Place, LP has agreed to convey two (2) ten foot (10') wide Water Line Easements to the City of Beaumont. The first easement is described as being a 0.1524 acre tract out of a partition Map No. 1 situated in the McFaddin Trust; and the second easement is described as being a 0.2271 acre tract out of a partition Map No. 1 situated in the McFaddin Trust. The water line easements are for the construction of new senior citizen apartments located at 4205 Sarah Street.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, Beaumont Place, LP has agreed to convey two (2) ten foot (10') wide water line easements, said easements being a 0.1524 acre of land out of and a part of Tracts 6-A and 7-A, Partition Map No. 1 situated in the McFaddin Trust and a 0.2271 acre of land out of and a part of Tracts 5-A, 6-A and 7-A, Partition Map No. 1 situated in the McFaddin Trust as described and shown in Exhibit "1," attached hereto, to the City of Beaumont for the construction of new senior citizen apartments located at 4205 Sarah Street; and,

WHEREAS, the City Council has considered the purpose of said conveyances and is of the opinion that the acceptance of said conveyances are necessary and desirable and that same should be accepted;

NOW, THEREFORE, BE IT RESOLVED 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 two (2) ten foot (10') wide water line easements conveyed by Beaumont Place, LP, being a 00.1524 acre of land out of and a part of Tracts 6-A and 7-A, Partition Map No. 1 situated in the McFaddin Trust and a 0.2271 acre of land out of and a part of Tracts 5-A, 6-A and 7-A, Partition Map No. 1 situated in the McFaddin Trust as described and shown in Exhibit "1," attached hereto, be and the same are hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of July, 2016.

_____

- Mayor Becky Ames -

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

WATER LINE EASEMENT

THAT, **BEAUMONT PLACE, LP**, a Texas Limited Partnership, hereinafter called "GRANTOR", whether one or more, for and in consideration of the sum of ONE AND NO/100 DOLLAR ($1.00), and other good and valuable consideration to us in hand paid by the CITY OF BEAUMONT, a municipal corporation domiciled in Jefferson County, Texas, hereinafter called "GRANTEE", the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the **CITY OF BEAUMONT**, P. O. Box 3827, Beaumont, Texas 77704, Jefferson County, Texas, its successors and assigns, a perpetual, exclusive, water line easement (the "Easement") to construct, alter, and maintain waterlines and related appurtenances on the hereinafter described lands which said easement is under, over, in and across those certain tracts or parcels of land owned by GRANTOR situated in the County of Jefferson, State of Texas, and being more particularly described in **Exhibits "A Parts 1 and 2 & B"**, attached and made a part hereof for all purposes (the "Easement Area").

The Easement herein granted shall be used for the purpose of placing, constructing, operating, repairing, rebuilding, replacing, relocating, and/or removing water lines and related appurtenances in the Easement Area, and, it is expressly understood and agreed that the City of Beaumont shall have the right of reasonable ingress to and egress from the Easement Area and use of the same for the purposes aforesaid; provided, however that Grantee use of the Easement and the rights appurtenant thereto shall in no event unreasonably interfere with or hinder the

EXHIBIT "1"

business operations on the Grantor's adjacent property and/or Grantor's ingress and egress thereto.

Grantor reserves the right to continue to use and enjoy the surface of the Easement Area for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the purposes provided herein, including but not limited to the right to place surfacing materials over and across the Easement Area and to use the same for parking areas, driveways, walkways or sidewalks, landscaping and/or lighting; provided, however, no permanent buildings may be placed on the Easement Area. Notwithstanding the foregoing, Grantee shall not be responsible for the repair and replacement of any improvements placed by Grantor within the Easement Area and the same shall be repaired and maintained by Grantor, at Grantor's sole cost and expense.

The conveyance of the Easement granted herein is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, in the Easement Area of record in the office of the County Clerk of the County of Jefferson (collectively, the "Permitted Exceptions").

This Easement may be amended or terminated only by the written consent of the parties hereto, or their respective successors and assigns.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever, by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[Signature Page Follows]

EXECUTED this _____ day of _____, 2016.

GRANTOR:
Beaumont Place, LP
a Texas Limited Partnership

By: Beaumont Place GP, LLC,
a Texas limited liability company,
its General Partner

By: Jehovah Jireh Village Community Development Center, Inc.
a Texas nonprofit organization, its sole member

By: _____
Printed Name: Felicia Young
Title: Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Felicia Young, Executive Director of Jehovah Jireh Community Development Center, Inc., a Texas nonprofit corporation, the sole member of Beaumont Place GP, LLC, a Texas limited liability company, on behalf of said limited liability company as the general partner of BEAUMONT PLACE, LP, a Texas limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2016.

_____
Notary Public, State of Texas

RETURN TO: City of Beaumont
Antoinette Hardy - Engineering
P. O. Box 3827
Beaumont, TX 77704

EXHIBIT "A" (PART 1)
0.1524 ACRE OF LAND
FOR WATERLINE EASEMENT PURPOSES
OUT OF PARTITION MAP NO. 1, McFADDIN TRUST,
CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS

BEING 0.1524 acre of land out of and a part of Tracts 6-A and 7-A, Partition Map No. 1, McFaddin Trust, recorded in Volume 7, Page 132, Map Records, Jefferson County, Texas; being part of a (Called 10.052) acre tract of land described in a Construction Deed of Trust, recorded in File No. 2016010787, Official Public Records, Jefferson County, Texas; said 0.1524 acre tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a ½" steel rod, capped and marked "SOUTEX", found for the Northwest corner of a (Called 13.020) acre tract of land conveyed to Beaumont Grace Lake Townhomes, LP, recorded in File No. 2016036210, Official Public Records, Jefferson County, Texas, same being the Northeast corner of the 10.052 acre tract, on the South right of way line of a dedicated road named Sarah Street;

THENCE, South 86 deg., 40 min., 34 sec., West, on the South right of way line of said Sarah Street, a distance of 21.92' to a ½" steel rod found for point of curvature;

THENCE, on the arc of a curve to the right having a radius of 535.00', an arc length of 44.12', a chord bearing of South 89 deg., 02 min., 43 sec., West, a chord distance of 44.11' to a point for corner being the **POINT OF BEGINNING** and Northeast corner of the herein described tract; having a State Plane Coordinate of N: 13959686.78, E: 3509666.29;

THENCE, South 03 deg., 20 min., 02 sec., East, a distance of 215.78' to a point for corner;

THENCE, North 86 deg., 39 min., 58 sec., East, a distance of 6.00' to a point for corner;

THENCE, South 03 deg., 20 min., 02 sec., East, a distance of 10.00' to a point for corner;

THENCE, South 86 deg., 39 min., 58 sec., West, a distance of 6.00' to a point for corner;

THENCE, South 03 deg., 20 min., 02 sec., East, a distance of 270.31' to a point for corner;

THENCE, North 86 deg., 39 min., 58 sec., East, a distance of 6.00' to a point for corner;

THENCE, South 03 deg., 20 min., 02 sec., East, a distance of 10.00' to a point for corner;

THENCE, South 86 deg., 39 min., 58 sec., West, a distance of 6.00' to a point for corner;

THENCE, South 03 deg., 20 min., 02 sec., East, a distance of 69.54' to a point for corner;

THENCE, North 86 deg., 39 min., 58 sec., East, a distance of 65.99' to a point for corner on the West line of the (Called 13.020) acre tract;

THENCE, South 03 deg., 20 min., 02 sec., East, on the West line of the (Called 13.020) acre tract, a distance of 10.00' to a point for corner on the North line of a 20' wide Drainage District No. 6 Easement, recorded in Volume 1606, Page 190, Deed Records, Jefferson County, Texas; said point for corner being the Southeast corner of the herein described tract; from which a ½" steel rod, capped and marked "SOUTEX", found for the Southwest corner of the (Called 13.020) acre tract bears South 03 deg., 20 min., 02 sec., East, a distance of 196.56';

THENCE, South 86 deg., 39 min., 58 sec., West, on the North line of said 20' wide easement, a distance of 75.99' to a point for corner;

THENCE, North 03 deg., 20 min., 02 sec., West, a distance of 586.55' to a point for corner on the South right of way line of said Sarah Street; said point for corner being the Northwest corner of the herein described tract;

THENCE, on the arc of a curve to the left having a radius of 535.00', an arc length of 10.04', a chord bearing of South 88 deg., 03 min., 16 sec., East, a chord distance of 10.04' to the **POINT OF BEGINNING** and containing 0.1524 acre of land, more or less.

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83 Epoch 2011 US Survey Feet. Reference to SmartNet North America.

This description is based on a prior Survey made by Soutex Surveyors, Inc., dated January 1, 2015, and does not represent a current field survey. Anthony M. Leger, Registered Professional Land Surveyor No. 5481.

City of Beaumont / Beaumont Place, LP
LS-15-0004-A-1

EXHIBIT "A" (PART 2)
0.2271 ACRE OF LAND
FOR WATERLINE EASEMENT PURPOSES
OUT OF PARTITION MAP NO. 1, McFADDIN TRUST,
CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS

BEING 0.2271 acre of land out of and a part of Tracts 5-A, 6-A and 7-A, Partition Map No. 1, McFaddin Trust, recorded in Volume 7, Page 132, Map Records, Jefferson County, Texas; being part of a (Called 10.052) acre tract of land described in a Construction Deed of Trust, recorded in File No. 2016010787, Official Public Records, Jefferson County, Texas; said 0.2271 acre tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a ½" steel rod, capped and marked "SOUTEX", found for the Northwest corner of a (Called 13.020) acre tract of land conveyed to Beaumont Grace Lake Townhomes, LP, recorded in File No. 2010036210, Official Public Records, Jefferson County, Texas; same being the Northeast corner of the 10.052 acre tract on the South right of way line of a dedicated road named Sarah Street;

THENCE, South 86 deg., 40 min., 34 sec., West, on the South right of way line of said Sarah Street, a distance of 21.92' to a ½" steel rod found for point of curvature;

THENCE, on the arc of a curve to the right having a radius of 535.00', an arc length of 44.12', a chord bearing of South 89 deg., 02 min., 43 sec., West, a chord distance of 44.11' to a point for corner being the Northeast corner of a 0.1524 acre tract surveyed this date as Part One of this proposed waterline easement;

THENCE, continuing on the South right of way line of said Sarah Street on the arc of a curve to the right having a radius of 535.00', an arc length of 10.04', a chord bearing of North 88 deg., 03 min., 16 sec., West, a chord distance of 10.04' to a point being the Northwest corner of the 0.1524 acre tract;

THENCE, South 03 deg., 20 min., 02 sec., East, on the West line of the 0.1524 acre tract, a distance of 78.20' to point for corner being the **POINT OF BEGINNING** and Northeast corner of the herein described tract;

THENCE, South 03 deg., 20 min., 02 sec., East, continuing on the West line of the 0.1524 acre tract, a distance of 10.00' to a point for corner;

THENCE, South 86 deg., 39 min., 58 sec., West, a distance of 30.47' to a point for corner;

THENCE, South 76 deg., 29 min., 54 sec., West, a distance of 264.06' to a point for corner;

THENCE, South 03 deg., 20 min., 02 sec., East, a distance of 373.30' to a point for corner;

THENCE, North 86 deg., 39 min., 58 sec., East, a distance of 290.38' to a point for corner on the West line of a 0.1524 acre tract;

THENCE, South 03 deg., 20 min., 02 sec., East, on the West line of the 0.1524 acre tract, a distance of 10.00' to a point for corner being the Southeast corner of the herein described tract;

THENCE, South 86 deg., 39 min., 58 sec., West, a distance of 300.38' to a point for corner;

THENCE, North 03 deg., 20 min., 02 sec., West, a distance of 12.31' to a point for corner;

THENCE, South 86 deg., 39 min., 58 sec., West, a distance of 6.00' to a point for corner;

THENCE, North 03 deg., 20 min., 02 sec., West, a distance of 10.00' to a point for corner;

THENCE, North 86 deg., 39 min., 58 sec., East, a distance of 6.00' to a point for corner;

THENCE, North 03 deg., 20 min., 02 sec., West, a distance of 269.11' to a point for corner;

THENCE, South 86 deg., 39 min., 58 sec., West, a distance of 6.00' to a point for corner;

THENCE, North 03 deg., 20 min., 02 sec., West, a distance of 10.00' to a point for corner;

THENCE, North 86 deg., 39 min., 58 sec., East, a distance of 6.00' to a point for corner;

THENCE, North 03 deg., 20 min., 02 sec., West, a distance of 90.25' to a point for corner;

THENCE, North 76 deg., 29 min., 54 sec., East, a distance of 273.31' to a point for corner;

THENCE, North 86 deg., 39 min., 58 sec., East, a distance of 31.36' to the **POINT OF BEGINNING** and containing 0.2271 acre of land more or less.

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83 Epoch 2011 US Survey Feet. Referenced to SmartNet North America.

This description is based on a prior Survey made by Soutex Surveyors, Inc., dated January 1, 2015, and does not represent a current field survey. Anthony M. Leger, Registered Professional Land Surveyor No. 5481.

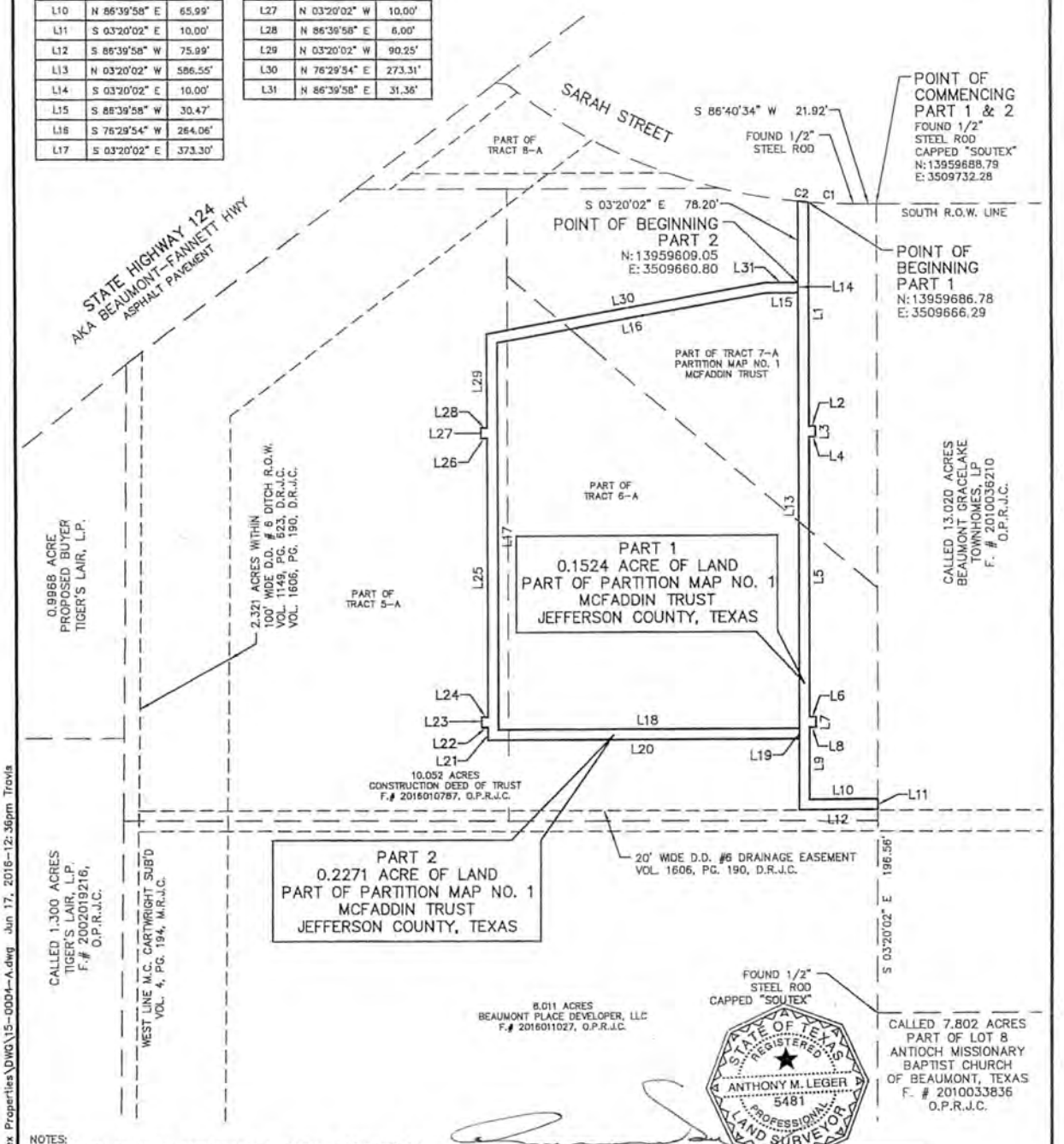
City of Beaumont / Beaumont Place, LP
LS-15-0004-A-2

STATE OF TEXAS
REGISTERED
ANTHONY M. LEGER
5481
PROFESSIONAL
LAND SURVEYOR

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S 03°20'02" E	215.78'
L2	N 86°39'58" E	6.00'
L3	S 03°20'02" E	10.00'
L4	S 86°39'58" W	6.00'
L5	S 03°20'02" E	270.31'
L6	N 86°39'58" E	6.00'
L7	S 03°20'02" E	10.00'
L8	S 86°39'58" W	6.00'
L9	S 03°20'02" E	69.54'
L10	N 86°39'58" E	65.99'
L11	S 03°20'02" E	10.00'
L12	S 86°39'58" W	75.99'
L13	N 03°20'02" W	586.55'
L14	S 03°20'02" E	10.00'
L15	S 86°39'58" W	30.47'
L16	S 76°29'54" W	264.06'
L17	S 03°20'02" E	373.30'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L18	N 86°39'58" E	290.38'
L19	S 03°20'02" E	10.00'
L20	S 86°39'58" W	300.38'
L21	N 03°20'02" W	12.31'
L22	S 86°39'58" W	6.00'
L23	N 03°20'02" W	10.00'
L24	N 86°39'58" E	6.00'
L25	N 03°20'02" W	269.11'
L26	S 86°39'58" W	6.00'
L27	N 03°20'02" W	10.00'
L28	N 86°39'58" E	6.00'
L29	N 03°20'02" W	90.25'
L30	N 76°29'54" E	273.31'
L31	N 86°39'58" E	31.36'

CURVE TABLE				
CURVE NO.	CHD. BRG.	CHD. DIST.	RAD.	ARC
C1	S 89°02'43" W	44.11'	535.00'	44.12'
C2	S 88°03'16" E	10.04'	535.00'	10.04'



NOTES:
1. BEARINGS, DISTANCES, COORDINATES & ACREAGE ARE BASED ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS-SOUTH CENTRAL ZONE, NAD 83. EPOCH 2011, US SURVEY FEET. REFERENCED TO SMARTNET, NORTH AMERICA.
2. METES AND BOUNDS TO ACCOMPANY SURVEY OF EVEN DATE.

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

SOUTEX SURVEYORS & ENGINEERS
T.B.P.E. FIRM #5755
T.X.L.S. FIRM #10123800

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

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SHEET TITLE: EXHIBIT "B"
PART 1 – 0.1524 ACRE OF LAND FOR WATERLINE EASEMENT PURPOSES, PART OF TRACTS 6-A AND 7-A, PART 2 – 0.2271 ACRE OF LAND, PART OF TRACTS 5-A, 6-A AND 7-A PARTITION MAP NO. 1, MCFADDIN TRUST, VOL. 7, PG. 132 MAP RECORDS JEFFERSON COUNTY, TEXAS

PROJECT: CITY OF BEAUMONT

PROJECT NO. 15-0004-A
SCALE 1" = 100'
DATE 6/17/16
CHECKED BY AML
SHEET 1 OF 1

Z:\Vault\PROJECTS\2015\15-0004 Itex Properties\DWG\15-0004-A.dwg Jun 17, 2016-12:36pm Travis

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 12, 2016 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/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider authorizing the City Manager to execute an Earnest Money Contract and other related documents for the sale of property located at 2185 Sabine Pass Avenue known as Fire Station No. 11

2. Consider a resolution authorizing the City Manager to apply for and execute all documents necessary to receive funding through the Office of the Governor Criminal Justice Division for the Body-Worn Camera 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 City of Beaumont vs. Target Corporation; No. 120123

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.

1

July 12, 2016

Consider authorizing the City Manager to execute an Earnest Money Contract and other related documents for the sale of property located at 2185 Sabine Pass Avenue known as Fire Station No. 11

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: July 12, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an Earnest Money Contract and other related documents for the sale of property located at 2185 Sabine Pass Avenue known as Fire Station No. 11.

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 2185 Sabine Pass Avenue. The property is known as Fire Station No. 11. After reviewing the Earnest Money Contract, it is in the best interest of the City of Beaumont to execute the Earnest Money Contract with Robert Wayne Phillips with a cash offer in the amount of $93,000.00.

Robert Wayne Phillips will deposit $2,500.00 as earnest money to Texas Regional Title for a feasibility period of forty-five (45) days. If Robert Wayne Phillips terminates the earnest money contract within the forty-five (45) days, the earnest money will be refunded to Robert Wayne Phillips less $1,000 that the City will retain.

The earnest money contract is contingent upon the City vacating the property on or before 120 days after the effective date of the contract. If the City has not vacated the property by such date, Robert Wayne Phillips will have the right to terminate the contract and to be refunded all earnest money. The City is willing however to extend the contract until such time as the City vacates the property.

The date of closing will be fourteen (14) days after the feasibility period provided that the property is vacated.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

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. 2016

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 Main St, Beaumont, TX 77701-3548
Phone: (409)880-3152 E-mail: ahardy@beaumonttexas.gov
Fax: Other:

Buyer: Robert Wayne Phillips

Address: 125 Phillips Ln, Vidor, TX 77662-7602
Phone: (409)842-7007 E-mail: robert.philips@dowjones.com
Fax: Other:

2. **PROPERTY:**

A. "Property" means that real property situated in Jefferson County, Texas at 2185 Sabine Pass 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: Generator, all FF&E .
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 ..... $ 93,000.00

B. Sum of all financing described in Paragraph 4 ..... $

C. Sales price (sum of 3A and 3B) ..... $ 93,000.00

Wheeler Commercial, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Phone: 409-899-3300 Fax: 409-899-3301 Stefan Marroquin 2185 Sabine Pass -
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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 $ 2,500.00 as earnest money with Texas Regional Title (title company) at 3195 Dowlen Rd, Ste 108, Bmt, 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 20 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.

B. Survey: Within 30 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 _____ *(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.

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: None

B. Feasibility Period: Buyer may terminate this contract for any reason within 45 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 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 _____ 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;

(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 _____ 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 Wheeler Commercial	**Cooperating Broker:**
Agent: Stefan P. Marroquin	Agent:
Address: 470 Orleans St. 12th Floor Beaumont, TX 77701	Address:
Phone & Fax: (409) 899-3300 (409) 899-3301	Phone & Fax:
E-mail: smarroquin@wheeler-commercial.co	E-mail:
License No.: 593578	License No.:

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:
☐ _____ % 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) ☒ 14 days after the expiration of the feasibility period.
☐ _____ *(specific date).*
☐ _____.
(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.)*

Contract is contingent upon Seller vacating the Property on or before 120 days after the Effective Date of the Contract. If Seller has not vacated Property by such date, Buyer will have the right to terminate this contract and to be refunded all Earnest Money. The Seller is willing however to extend the contract until such time as Seller vacates the Property.

Seller will move the chain link fence from the 15' alley within the boundaries of its property. The sale does not include the 15' alley. The buyer will need to apply for abandonment after closing should the buyer desire to have the 15' alley abandoned.

Seller will retain the generator. The generator will not be a part of the sale.

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's use or change in use of the Property before closing 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.

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 disbursal 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: (i) damages; (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

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) Exhibit B

(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.

J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

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

By: Kyle Hayes

By (signature): _____

Printed Name: Kyle Hayes

Title: City Manager

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Buyer: Robert Wayne Phillips

By: _____

By (signature): _____

Printed Name: Robert Wayne Philips

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: _____

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EXHIBIT A

TRACT I:

Lot Number Ten (10) in Block Number Two (2) of the FLOWERS addition to the City of Beaumont Jefferson County, Texas, according to the map or plat thereof recorded in Vol. 1 page 70, Map Records of Jefferson County, Texas.

TRACT II:

The East One-half of Lot Number Eleven (E. ½ of 11) in Block Number Two (2) of the Flowers Addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat thereof recorded in Vol. 1 page 70, Map Records of Jefferson County, Texas.

APPROVED BY THE TEXAS REAL ESTATE COMMISSION 10-10-11

EQUAL HOUSING OPPORTUNITY

ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 2185 Sabine Pass Ave Beaumont
(Street Address and City)

A. **LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. **SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
   - ☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
   - ☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
   - ☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____
   - ☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. **BUYER'S RIGHTS** (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- ☒ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. **BUYER'S ACKNOWLEDGMENT** (check applicable boxes):

- ☐ 1. Buyer has received copies of all information listed above.
- ☒ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home.*

E. **BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. **CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer Robert Wayne Phillips	Date 6/29/16	Seller City of Beaumont	Date
Buyer	Date	Seller	Date
Other Broker	Date	Listing Broker Stefan Marroquin	Date

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov)

Wheeler Commercial, 470 Orleans Street, 12th Floor Beaumont, TX 77701 Phone: 409-899-3300 Fax: 409-899-3301 2185 Sabine Pass - Stefan Marroquin
Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

NOTICE TO PURCHASERS

The real property described below, which you are about to purchase, is located in Jefferson County Drainage District No. 6. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is 22.0587 cents on each $100 of assessed valuation.

The total amount of bonds that have been approved by the voters and which may be issued by the District (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) is $0; however, contract revenue refunding bonds have been approved by the District's Board in the following original amounts Series 2003 - $4,995,000. The aggregate initial principal amount of all bonds of the District payable in whole or part from taxes (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) that have been previously issued is $0, however, the current principal amounts of contract revenue refunding bonds outstanding are as follows: Series 2003 Contract Revenue Refunding Bonds - $950,000. The contract revenue refunding bonds are serviced through taxes collected for maintenance and operating. Funds from maintenance and operating are transferred to debt service for annual installments toward payment of the contract revenue refunding bonds. No separate tax is collected for contract revenue refunding bonds.

The District does not impose a standby fee.

The purpose of this District is to provide drainage or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District.

The legal description of the property which you are acquiring is as follows:
See Exhibit A

Date _____ (Seller) _____

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

6/25/16
Date (Buyer)

Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

KenWheel, Inc. dba Wheeler Commercial	579943	lwheeler@wheeler-commercial.com	(409) 899-3300
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
KenWheel, Inc. dba Wheeler Commerci	579943	lwheeler@wheeler-commercial.com	(409) 899-3300
Designated Broker of Firm	License No.	Email	Phone
Lee Y. Wheeler III	467055	lwheeler@wheeler-commercial.com	(409) 899-3300
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Stefan Marroquin	593578	smarroquin@wheeler-commercial.com	(409) 899-3300
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials _____ Date 6/29/16

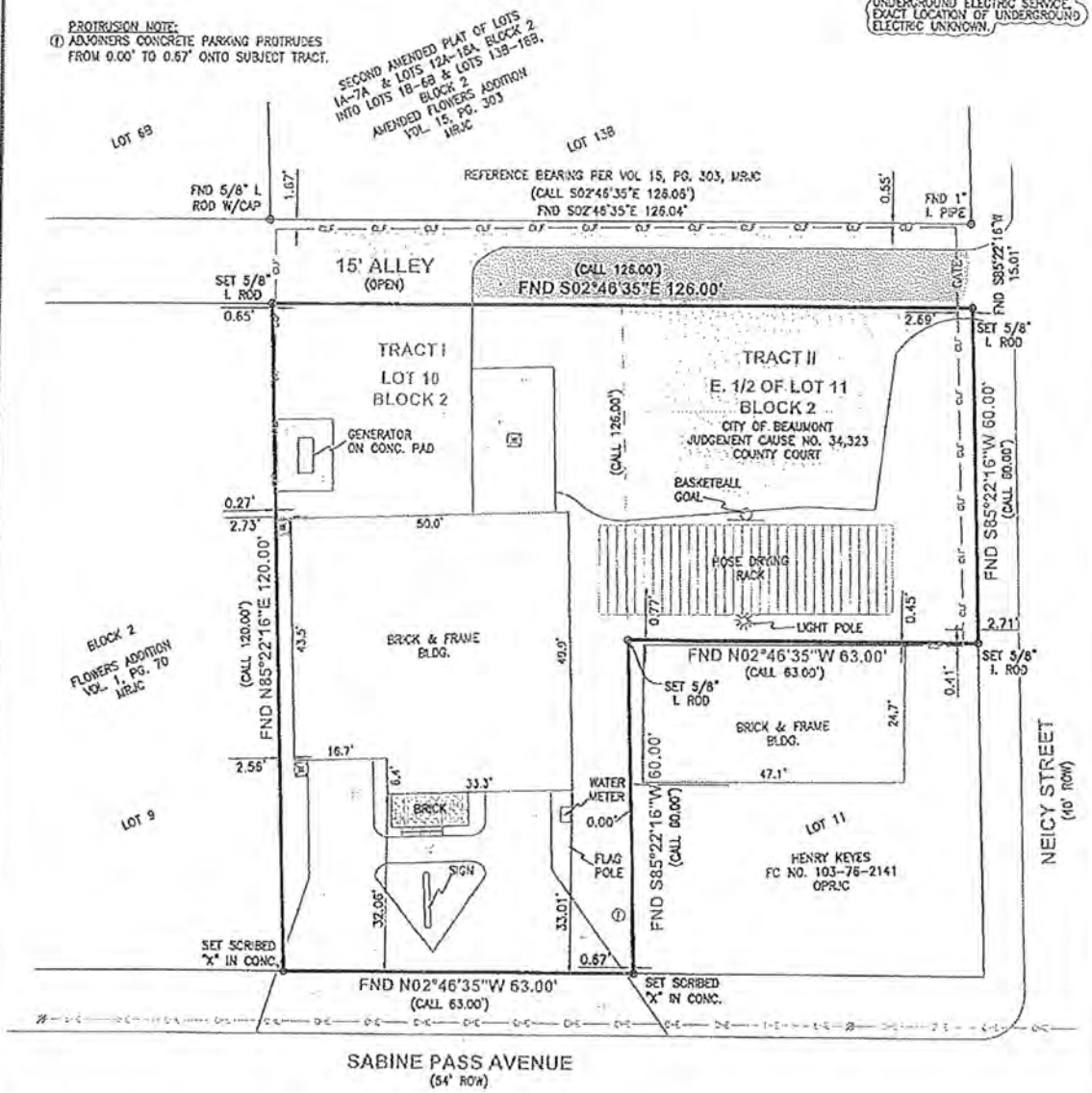
EXHIBIT B

NOTE:
1. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
2. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, FORMED IN THE COURSE OF HIS PERFORMING THE SURVEY IN COMPLIANCE WITH THE STANDARDS OF PRACTICE REQUIRED AND PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS. AS SUCH, IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.
3. ALL SET 5/8" IRON RODS SET WITH A CAP STAMPED "M.W. WHITELEY & ASSOCIATES".

SCALE 1"=20'

NOTE: UNDERGROUND ELECTRIC SERVICE. EXACT LOCATION OF UNDERGROUND ELECTRIC UNKNOWN.

PROTRUSION NOTE:
(1) ADJOINERS CONCRETE PARKING PROTRUDES FROM 0.00' TO 0.67' ONTO SUBJECT TRACT.



TO THE LEINHOLDERS AND THE OWNERS OF THE PREMISES SURVEYED AND TO THE FIRST AMERICAN TITLE INSURANCE COMPANY.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVER-LAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. ALL EASEMENTS SHOWN AND NOTED PER TEXAS REGIONAL TITLE G.F. No. 19255-MM

DATE SURVEYED: OCTOBER 7, 2015

STATE OF TEXAS REGISTERED THOMAS S. ROWE 5728 PROFESSIONAL LAND SURVEYOR

THOMAS S. ROWE – REGISTERED PROFESSIONAL LAND SURVEYOR No. 5728

MARK W. WHITELEY AND ASSOCIATES INCORPORATED
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS
T.B.P.L.S. FIRM NO 10168709

P. O. BOX 5492
BEAUMONT, TEXAS 77726-5492
409-892-0481

5550 EASTEX FWY.
BEAUMONT, TEXAS 77703
(FAX) 409-892-1342

W:\2015\15-1102\15-1102.DWG\KLK

2185 SABINE PASS AVENUE
BEAUMONT, TX 77701

TRACT I
Lot Number Ten (10) in Block Number 2 of the FLOWERS Addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat thereof recorded in Vol. 1, Page 70, Map Records of Jefferson County, Texas.

TRACT II
The East One-half of Lot Number Eleven (E. 1/2 of 11) in Block Number Two (2) of the FLOWERS Addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat thereof recorded in Vol. 1, Page 70, Map Records of Jefferson County, Texas.

LEGEND

- OVERHEAD ELECTRIC
- CHAIN LINK FENCE
- CONCRETE
- ASPHALT
- DRAIN INLET
- POWER POLE

Owner: City of Beaumont

Census: 17.00

In accordance with the Flood Hazard Boundary Map, Department of Housing and Urban Development.

Community No.: 485457
Panel No.: 0020 C
Date of FIRM: 8-6-02

This property lies in Zone "X" (white). Location on map determined by scale on map. Actual field elevation not determined. Mark W. Whiteley and Associates does not warrant nor subscribe to the accuracy or scale of said maps.

Zone "X" (white) are areas determined to be outside 500-year flood plain.

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FILE No. 15-1102

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTERST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

SPECIAL WARRANTY DEED

That, **CITY OF BEAUMONT**, a municipal corporation, domiciled in County of Jefferson, State of Texas, hereinafter called GRANTOR for and in consideration of the sum of NINETY-THREE THOUSAND AND NO/100 ($93,000.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, subject to the reservations and exceptions hereinafter made, and by these presents does GRANT, SELL and CONVEY unto the said **ROBERT WAYNE PHILLIPS**, hereinafter called GRANTEE of the County of Jefferson, State of Texas, whose mailing address is 125 Phillips Lane, Vidor, Texas 77662, and to its successors and assigns forever the property together with the improvements thereon in described in **Exhibit "A"**, attached hereto and made a part hereof for all purposes.

This conveyance is made subject to the following:

1. All zoning laws, building codes and other regulations and ordinances of municipal, state and federal authorities, effecting the property.
2. All restrictions, easements, covenants, and conditions of record in the office of the County Clerk of Jefferson County, Texas, to the extent they are still in effect and relate to the above described property; and

3. All prior reservations, conveyances and severances of oil, gas, and other minerals, and royalties in oil, gas and other minerals of record in the office of the County Clerk of Jefferson County, Texas, relating to or affecting the above described property, together will all rights, privileges, easements and immunities appurtenant thereto, and together with all leases and assignments thereof, unit designations and pooling agreements relating to or affecting the above described property.

The property, including improvements, hereby conveyed is sold to Grantee AS IS and With ALL FAULTS; no warranties of any kind are implied in this transaction with respect to such property.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto and in any wise belonging, unto the said GRANTEE and GRANTEE'S successors and assigns, forever; and said GRANTOR binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE and GRANTEE'S successors or assigns, against every person whomsoever lawfully claiming or to claim all or any part of the property, subject to the provisions stated above, when the claim is by, through, or under GRANTOR but not otherwise.

EXECUTED this the _____ day of _____, 2016.

CITY OF BEAUMONT:

By: _____
Printed Name: Kyle Hayes
Title: City Manager

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on this _____ day of _____, 2016, by Kyle Hayes, City Manager of the City of Beaumont, a municipal corporation, on behalf of said corporation

_____
Notary Public, State of Texas

RETURN TO:
Robert Wayne Phillips
125 Phillips Lane
Vidor, Texas 77662

EXHIBIT A

TRACT I:

Lot Number Ten (10) in Block Number Two (2) of the FLOWERS addition to the City of Beaumont Jefferson County, Texas, according to the map or plat thereof recorded in Vol. 1 page 70, Map Records of Jefferson County, Texas.

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The East One-half of Lot Number Eleven (E. ½ of 11) in Block Number Two (2) of the Flowers Addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat thereof recorded in Vol. 1 page 70, Map Records of Jefferson County, Texas.

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 Robert Wayne Phillips for the sale of property and improvements a/k/a Fire Station No. 11 located at 2185 Sabine Pass Avenue; and,

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to execute all documents necessary for the sale of the property and improvements.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of July, 2016.

_____

- Mayor Becky Ames -

2

July 12, 2016

Consider a resolution authorizing the City Manager to apply for and execute all documents necessary to receive funding through the Office of the Governor Criminal Justice Division for the Body-Worn Camera Program

---

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	James P. Singletary, Chief of Police
MEETING DATE:	July 12, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to apply for and execute all documents necessary to receive funding through the Office of the Governor Criminal Justice Division for the Body-Worn Camera Program.

BACKGROUND
The City of Beaumont has made a preliminary application for the Body-Worn Camera Program through the Office of the Governor Criminal Justice Division program. The grant funds, if awarded, would provide $192,500 and the city would provide matching funds of $48,125. Award notice is expected by October 26, 2016.

The Body-Worn Camera program for the Police Department will provide 140 body cameras at approximately $1000 each, and the remaining funding will be used to provide hardware and software for retention of videos. This will cover the majority of the Police Operations Division personnel, with prioritized issuance to the uniformed officers in patrol, traffic, and special assignment unit functions and first line supervisors. The body cameras would be purchased from Watch Guard to expand the current approved in-car camera system.

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 Manager be and he is hereby authorized to apply for and receive funding for the City of Beaumont in the amount of $192,500 through the Office of the Governor Criminal Justice Division for the Body-Worn Camera Program to provide 140 body cameras for Police Officers, as well as necessary hardware and software for retention of videos.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of July, 2016.

_____

- Mayor Becky Ames -