BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS AUGUST 16, 2016 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – August 9, 2016

* Confirmation of committee appointments

A) Approve a resolution adopting a Reasonable Accommodation Policy pursuant to the Americans with Disabilities Act

B) Authorize the City Manager to execute a lease agreement with the Beaumont Art League

C) Approve a resolution authorizing the acceptance of a ten foot wide Exclusive Water Line Easement located at 7080 Calder Avenue

D) Approve a resolution authorizing the acceptance of two ten foot wide Water Meter Easements located at 1140 and 1160 Oregon Avenue

A

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	CB Chris Boone, Planning & Community Development Director
MEETING DATE:	August 16, 2016
REQUESTED ACTION:	Council consider a resolution adopting a Reasonable Accommodation Policy.

BACKGROUND
The City recently entered into a Consent Decree resulting from a case relating to the ability of the City to enforce its zoning ordinance as well as the International Fire Code and International Building Code as they relate to small Group Homes. The Decree requires that the City adopt a Reasonable Accommodation Policy to provide for modification and exceptions to its codes, rules, policies and other regulations, pursuant to the Fair Housing Amendment Act and Americans with Disabilities Act. The policy outlines the procedure for application, review, and appeal of request for Reasonable Accommodation under the Acts.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of the resolution.

RESOLUTION NO.

WHEREAS, on May 3, 2016, City Council of the City of Beaumont, Texas adopted Resolution No. 16-076 authorizing the City's attorneys and the City Manager to execute a Consent Decree with the United States Justice Department relating to the settlement of the suit styled United States of America vs. City of Beaumont, Texas; Civil Action No. 1:15CV201 relating to the ability of the City to enforce its zoning ordinance as well as the International Fire Code and International Building Code as they relate to small Group Homes; and,

WHEREAS, the Decree requires that the City adopt a Reasonable Accommodation Policy to provide for modification and exceptions to its codes, rules, policies and other regulations, pursuant to the Fair Housing Amendment Act and Americans with Disabilities Act; and,

WHEREAS, the Policy outlines the procedure for application, review, and appeal of request for Reasonable Accommodation under the Acts;

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the Reasonable Accommodation Policy is hereby adopted. The Policy is substantially in the form attached hereto as Exhibit "A;" and,

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of August, 2016.

_____

- Mayor Becky Ames -

ATTACHMENT A
Reasonable Accommodation Policy

I. Introduction

It is the policy of the City of Beaumont, Texas ("City"), pursuant to the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act and applicable state laws, to provide individuals with disabilities reasonable accommodations (including modifications or exceptions) in the City's zoning, land use, and other regulations, codes, rules, policies and practices, to ensure equal access to housing and to facilitate the development of housing for individuals with disabilities, or developers of housing for people with disabilities, flexibility in the application of land use, zoning, building and other regulations, policies, practices and procedures, including waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities to ensure a person with a disability has an equal opportunity to use and enjoy a dwelling.

This Policy provides a procedure for making requests for accommodations in land use, zoning, building regulations and other regulations, policies, practices, and procedures of the jurisdiction to comply fully with the intent and purpose of applicable laws, including federal laws, in making a reasonable accommodation. Nothing in this Policy shall require persons with disabilities or operators of homes for persons with disabilities acting or operating in accordance with applicable zoning or land use laws or practices to seek a reasonable accommodation under this Division.

II. Publication of Policy

The City shall prominently display a notice at the counter in the Planning and Community Development Department advising those with disabilities or their representatives that they may request a reasonable accommodation in accordance with the procedures established in this Policy. A copy of the notice shall be available upon request and shall also be posted on the City's website.

III. Definitions

As used in this Policy, "person with a disability" has the meaning set forth in the federal Fair Housing Act and the Americans with Disabilities Act and is an individual who has a physical or mental impairment that limits one or more of the major life activities of such individual, is regarded as having such impairment, or has a record of such impairment.

As used in this Policy, "reasonable accommodation" means the act of making a dwelling unit or housing facility(ies) readily accessible to and usable by a person with disabilities, through the removal of constraints in the City's land use, zoning, code, permit and processing procedures. A reasonable accommodation controls over a conflicting City regulation or requirement.

IV. Requesting an Accommodation

An application for an accommodation may be made by any person(s) with a disability, his or her representative, a developer or provider of housing for persons with disabilities, or an agency that provides residential services to persons with disabilities. A request for accommodation may be submitted at any time the accommodation may be necessary to afford the person with a disability equal opportunity to use and enjoy the dwelling. A written acknowledgement of the request shall be sent to the applicant by the City within ten (10) days of receipt.

Requests for an accommodation may include a modification or exception to the rules, standards and practices for the siting, development, code enforcement, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to a dwelling of his or her choice.

An individual requesting an accommodation shall direct the request to the Director of the Community Planning and Development Department, orally, which shall be transcribed by the City into writing if requested by the applicant, or in writing. The individual shall submit an application for a reasonable accommodation using the appropriate City form, to be provided by the City. The City shall assist the applicant with furnishing all information maintained by the City with respect to an accommodation. The applicant shall provide the following:

1. Name and address of the person or entity requesting accommodation. If the applicant is applying on behalf of a person with a disability, the name and address of the person with a disability shall also be provided. The accommodation need not be on behalf of a specific person with a disability, as long as the person requesting the accommodation verifies that the housing is intended for the use of persons with disabilities.

2. Address of the property for which the accommodation is requested.

3. Indication of whether that the applicant is (a) a person with a disability, (b) applying on behalf of a person with a disability, (c) a developer or provider of housing for one or more person(s) with a disability, or (d) a provider of residential services for a person with a disability.

4. Description of the disability at issue, the requested accommodation, and the specific regulation(s), policy, practice or procedure for which the accommodation is sought. In the event that the specific individuals who are expected to reside at the property are not known to a provider in advance of making the application, the provider shall not be precluded from filing the application, but shall submit details describing the range of disabilities that prospective residents are expected to have to qualify for the housing.

5. Description of whether the specific accommodation requested by the applicant is necessary for the person(s) with the disability to use and enjoy the dwelling, or is necessary to make the provision of housing for persons with disabilities financially or practically feasible.

Any personal information regarding disability status identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and/or person with a disability and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision of the City Manager's designee. The Applicant need provide only the information necessary for the City to evaluate the reasonable accommodation request.

If the person with the disability needs assistance to make a request for accommodation, the City will provide assistance, including transcribing a verbal request into a written request. The applicant shall sign or indicate in writing that the transcription is accurate.

A fee shall not be required for an application for an accommodation.

V. Review of Reasonable Accommodation Request

The Director of the Department of Community Planning and Development, or the Director of the City department or division responsible for overseeing the ordinance, rule, code, policy or practice that is the subject of the reasonable accommodation request ("Director"), shall issue a written decision on a request for accommodation within thirty (30) calendar days of the date of the application, and may either grant, grant with alterations or conditions, or deny a request for an accommodation in accordance with the required findings set forth below.

If necessary to reach a determination on the request for accommodation, the Director may request further information from the applicant consistent with applicable laws, specifying in detail the additional information that is required. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry. (*See* Joint Statement of The Department of Housing & Urban Development & The Department of Justice: Reasonable Accommodations Under the Fair Housing Act #18.) Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision of the City Manager's designee. If a request for additional information is made, the running of the thirty (30) calendar day period to issue a decision is stayed until the applicant responds to the request.

The written decision to grant, grant with alterations or conditions, or deny a request for accommodation shall be based on the following factors to the extent they are consistent with applicable laws:

1. Whether the housing that is the subject of the request for accommodation will be used by a person with a disability protected under the applicable laws.

2. Whether the requested accommodation is necessary to make a dwelling available to a person with disabilities protected under the applicable laws.

3. Whether the requested accommodation would pose an undue financial or administrative burden on the City. The determination of undue financial and administrative burden will be done on a case-by-case basis. A finding of "undue financial or administrative burden" shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.

4. Whether the requested accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to zoning and land use. A finding of "fundamental alteration" shall not be based on whether the requested accommodation would provide a preference or permit the housing in question to not comply with otherwise-applicable laws, ordinances, rules, codes, policies or practices that others must obey.

In making findings, the Director may grant with alterations or conditions, reasonable accommodations, if the Director determines that the applicant's initial request would impose an undue financial or administrative burden on the City, or fundamentally alter a City program or law. The alterations or conditions shall provide an equivalent level of benefit to the applicant with respect to (a) enabling the person(s) with a disability to use and enjoy the dwelling, and (b) making the provision of housing for person(s) with a disability financially or practically feasible.

The written decision of the Director on an application for an accommodation shall explain in detail the basis of the decision, including the Director's findings on the criteria set forth below. All written decisions shall give notice of the applicant's right to appeal and to request assistance in the appeal process as set forth in this Policy. The notice of the decision shall be sent to the applicant by certified mail and electronic mail, if the applicant's electronic mail address is known to the City.

Nothing herein shall prohibit the applicant, or persons on whose behalf a specific application was filed, from reapplying for an accommodation based on additional grounds or changed circumstances.

If the Director fails to render a written decision on the request for accommodation within thirty (30) days, the accommodation request shall be deemed granted.

VI. Appeal

An applicant, or a person on whose behalf an application was filed, may appeal the written decision to deny or grant an accommodation with alterations or conditions or a denial of the accommodation no later than thirty (30) calendar days from the date the decision is mailed.

An appeal must be in writing (or reduced to writing as provided below) and include grounds for appeal. Any personal information related to the disability status identified by the applicant as confidential shall be retained in a manner so as to protect the privacy rights of the applicant and shall not be made available for public inspection unless required by the Texas Public Information Act. Any information received regarding the disability status identified, including but not limited to medical records, will be returned to the applicant within ten (10) days of the decision of the City Manager's designee.

If an applicant needs assistance appealing a written decision, the City will provide assistance transcribing a verbal request into a written appeal to ensure that the appeals process is accessible. The applicant shall sign or indicate in writing that the transcription is accurate.

An applicant shall not be required to pay a fee to appeal a written decision.

An appeal will be decided by the City Manager or his designee. In considering an appeal, the City Manager shall consider (a) the application requesting the accommodation, (b) the Director's decision, (c) the applicant's written statement of the grounds of the appeal, and (d) the provisions of this Policy, in order to determine whether the Director's decision was consistent with applicable fair housing laws and the required findings in this Policy.

If a written decision on the appeal is not rendered within thirty (30) calendar days from the date the appeal is received, the requested accommodation shall be deemed granted.

The decision of the City Manager or his designee shall constitute the City's final determination on the request for reasonable accommodation.

VII. Other provisions

A request for accommodation shall stay any and all proceedings, including Municipal Court proceedings, in furtherance of the enforcement of any requirement that is the subject of the request. An accommodation request does not affect an applicant's obligation to comply with other applicable regulations not at issue in the requested accommodation.

The City shall retain, for the duration of the accommodation and at least five (5) years thereafter, written records of each request and all related records, including the City's responses and decisions.

The person or entity requesting an accommodation may file an action at any time in court to challenge the City's denial of a reasonable accommodation under the Fair Housing Act, the

Americans with Disabilities Act and/or any other applicable federal, state or local law. Such persons or entities shall not, solely by virtue of having requested an accommodation under this Policy, be barred, estopped or otherwise limited in bringing an action in court against the City to challenge the denial of a reasonable accommodation.

B

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Chris Jarmon, Executive Assistant to the City Manager
MEETING DATE:	August 16, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to execute a lease agreement with the Beaumont Art League.

BACKGROUND
The Beaumont Art League is located at 2675 Gulf Street and has a mission of supporting the visual arts and arts education in Southeast Texas.

The City owns the land and building and has leased the property to the Art League since 1977. The City's current lease with the Art League expires on August 31, 2016 and the proposed agreement would extend the lease by one year.

This lease agreement includes two significant changes: (1) a sixty (60) day termination clause has been added and (2) all references to the Young Men's Business League have been removed.

A copy of the proposed agreement is attached for your review.

FUNDING SOURCE
The City will receive $1.00 upon execution of the lease.

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 Lease Agreement between the City of Beaumont and the Beaumont Art League for the lease of property located at 2675 Gulf Street for a one (1) year term commencing on September 1, 2016 and ending on August 31, 2017. The Lease Agreement 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 16th day of August, 2016.

_____

- Mayor Becky Ames -

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

LEASE AGREEMENT

THIS LEASE CONTRACT, dated September 1, 2016~~2015~~, by and between the City of Beaumont, a municipal corporation of Jefferson County, Texas, acting herein by and through its duly authorized City Manager, hereinafter referred to as LESSOR, and the Beaumont Art League, a corporation of Jefferson County, Texas, acting herein by and through its legally constituted officers, hereinafter referred to as LESSEE;

WITNESSETH:

For and in consideration of the sum of One Dollar ($1.00) cash and the performance by LESSEE of the covenants and conditions hereinafter recited, LESSOR does by these presents lease, let and demise unto LESSEE the following described property and improvements thereon, located within the City of Beaumont, Jefferson County, Texas, and being part of Fair Park, and more particularly described as follows:

> Being a tract of land out of the South Texas State Fair Grounds property in the James Drake Survey in the City of Beaumont, Jefferson County, Texas, and being more particularly described as follows:
>
> Beginning at a point lying sixty-seven and sixty-five hundredths feet (67.65') west of the west line of Gulf Street and three hundred sixty-one and thirty-five hundredths feet (361.35') north of the north line of Plum Avenue as both are now established in the City of Beaumont, said point being marked by a one-half inch (1/2") iron rod;
>
> Thence west two hundred two feet (202') to corner marked by a one-half inch (W') iron rod, said point being at the south edge of an existing concrete walk and being thirty feet (30') east of the easterly line projected of what is now known as the Agricultural Building;

EXHIBIT "A"

Thence south 00 degrees 03 minutes west along a line parallel with and thirty feet (30') east of the easterly line of said Agricultural Building ninety-six and sixty-five hundredths feet (96.65') to corner marked by a one-half inch (W') iron rod, said point being in line with the southerly line of said Agricultural Building projected eastward;

Thence south 89 degrees 54 minutes east along the southerly line of said Agricultural Building projected eastward two hundred two feet (202') to corner marked by a one-half inch (A") iron rod;

Thence north 00 degrees 03 minutes east ninety-seven feet (97') to the place of beginning;

The above described tract, herein referred to as Leased Premises, contains 0.449 acres and improvements, more or less;

1.

The lease shall be for a term of one (1) year, beginning September 1, 2016~~2015~~ and ending on August 31, 2017, unless terminated as provided for herein.~~2016~~.

2

The Leased Premises hereunder shall be used by the LESSEE for the purpose of advancing the arts and for such other further purposes as the LESSEE desires in the furthering of fine arts.

3

LESSOR reserves the right to park motor vehicles on the Leased Premises in connection with its use of the premises for purposes of advancing the arts.~~Fair Park, providing that no parking shall be permitted within ten feet (10') of any building on said Leased Premises.~~

4

LESSOR, its employees and agents, shall have the right at all times to go on or about the said premises for the purpose of inspecting same, or for any other legitimate purpose.

5.

LESSEE shall not make alterations, additions or improvements to the Leased Premises or buildings thereon without the prior written approval of the City Manager of LESSOR or his DESIGNEE, and all such alterations, improvements and additions made by LESSEE upon the Leased Premises shall remain upon the Leased Premises at the expiration of this lease and become the property of LESSOR.

6.

LESSEE shall be responsible for any and all maintenance, repairs, and improvements, either major or minor, that are necessary to the Leased Premises and LESSEE agrees to keep the Leased Premises in a good state of repair throughout the term of this lease or any extension thereof. LESSOR agrees to pay all utility charges during the term of this lease and any extensions. On the expiration of this lease, LESSEE shall deliver the premises described herein and all improvements thereon to LESSOR in good condition.

LESSOR may, at its own cost and expense, make improvements or repairs to the Leased Premises, subject to the appropriation of City funds, although LESSOR is under no obligation to do so. The LESSOR shall consult with LESSEE prior to making said improvements.

7.

LESSEE shall not sublease or rent any portion of the Leased Premises without the prior written consent of the LESSOR.

8.

LESSEE agrees to indemnify and save the LESSOR free and harmless from all claims or liability for damages to any person or persons for injuries to person or personal

injuries resulting in the death of any person, or loss or damage to property occasioned by or in connection with the use of the premises hereby rented caused by any source whatsoever, expressly including claims arising from the alleged negligence of LESSOR. LESSEE herebyassumes full responsibility for the character acts and conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE, by or with the consent of the said LESSEE.

9.

LESSEE agrees to obtain and maintain in full force and effect for the duration of this Agreement, and any extension thereof, Commercial General Liability Insurance on the Leased Premises in the following types and amounts:

8.1	Premises Operations	Combined single limit for bodily injury and property damage of $500,000.00 per occurrence with an aggregate limit of $500,000.00
8.2	Independent Contractors	
8.3	Personal Injury	
8.4	Advertising Injury	
8.5	Medical Payments	$5,000.00
8.6	Fire Legal Liability	$50,000.00
8.7	Contractual Liability	$500,000.00

The cost of said policies shall be borne by LESSEE, and said policies shall name LESSOR as a named insured as well as LESSEE. Policies shall provide for fifteen (15) days notice to LESSOR for cancellation, non-renewal or material change.

LESSEE shall further maintain fire insurance with extended coverage endorsements on a replacement basis for the full insurable value covering all of the Leased Premises, with the LESSOR ~~noted~~ named as co-loss payee. This policy shall be for a term of~~on~~ not less than one **(1)** year and renewed annually prior to expiration so long as this lease is in existence. Certificates evidencing said

insurance shall be provided to the LESSOR. The certificate shall provide for a minimum of fifteen (15) days notice to LESSOR of any cancellation of the insurance required herein. Should the Leased Premises or any portion thereof be wholly or partially destroyed or lost by fire, explosion, windstorm, theft or any other cause, any and all monies payable and collectible on policies ofinsurance covering the Leased Premises shall be paid to LESSOR. LESSOR shall have sole discretion concerning whether to rebuild or repair the Leased Premises or take no action to rebuild or repair. LESSOR has no insurance on contents within the Leased Premises. Should LESSEE desire to insure contents, LESSEE must provide such insurance at its own cost and expense.

Should LESSOR opt not to repair the Leased Premises after an insured loss then LESSEE may at its option terminate this lease and whether it terminates or not, shall have no responsibility to repair the damages caused by the insured loss to the Leased Premises, notwithstanding the provisions of Paragraph 6.

10.

At the expiration of the term ofthis lease, LESSEE may hold over on a month-to-month basis only under the same terms and conditions as set out in this lease.

11.

~~LESSEE acknowledges that the Young Men's Business League (YMBL) has leased all of Fair Park for the operation of the South Texas State Fair. LESSEE acknowledges, understands and accepts that during such leased period each year access to the Leased Premises and parking may be severally limited or denied and that, although LESSEE' s use of the interior of the building on the Leased Premises is not legally limited by the YMBL's use of Fair Park, it may be, as a~~

~~practical matter, severally limited by inconsistent uses put to the surrounding property by the YMBL in their operation of the South Texas State Fair.~~

~~The substance of the provision of Paragraph 10 of this lease shall be incorporated into that certain lease contract entered into by and between LESSOR herein and the said Young Men's Business League ofBeaumont, Texas, covering the said South Texas State Fair Grounds and the said twenty-nine (29) day period.~~

~~If LESSOR terminates its lease contract with the YMBL for the South Texas State Fair at Fair Park, access to the Leased Premises would no longer be encumbered by the YMBL's use of Fair Park facilities. However,~~

Either party may terminate the lease agreement upon sixty (60) days notice in writing to the other party. In the event of termination LESSEE agrees to remove its property from the leased premises and to leave the premises in good repair without damage.

12.

LESSOR reserves the right to enter into Agreements with other entities at any time during the term of this Agreement, or any extension thereof, which may limit access to Leased Premises as described.~~and required in Paragraph 11.~~

13.~~12.~~

This lease is made subject to all provisions of the City Charter of the City of Beaumont, Texas.

EXECUTED in duplicate originals this_____ day of_____ _____2016~~September 2015~~.

LESSOR:

CITY OF BEAUMONT

By: _____

Kyle Hayes, City Manager

ATTEST:

_____

Tina Broussard, City Clerk

LESSEE:

BEAUMONT ART LEAGUE

By: _____

Bridget Johnson, President/Chairman

C

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	August 16, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the acceptance of a ten foot (10') wide Exclusive Water Line Easement.

BACKGROUND
Buckner International has agreed to convey a ten foot (10') wide Exclusive Water Line Easement to the City of Beaumont. The easement is described as being a 0.0286 acre tract out of a portion of that certain 12.760 acre tract of land designated as Lot 1A of the Calder Woods Addition, situated in the C. Williams Survey, Abstract No. 59. The easement will form a loop and eliminate the dead end water line, providing a better flow for fire protection at Calder Woods located at 7080 Calder Avenue.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, Buckner International has agreed to convey one (1) ten foot (10') wide exclusive water line easement, said easement being a 0.0286 acre tract out of a portion of that certain 12,760 acre tract of land designated as Lot 1A of the Calder Woods Addition, situated in the C. Williams Survey, Abstract No. 59 as described and shown in Exhibit "1," attached hereto, to the City of Beaumont to form a loop and eliminate the dead end water line, providing a better flow for fire protection at Calder Woods located at 7080 Calder Avenue; and,

WHEREAS, the City Council has considered the purpose of said conveyance and is of the opinion that the acceptance of said conveyance is 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 one (1) ten foot (10') wide exclusive water line easement conveyed by Buckner International, being a 0.0286 acre tract out of a portion of that certain 12,760 acre tract of land designated as Lot 1A of the Calder Woods Addition, situated in the C. Williams Survey, Abstract No. 59 as described and shown in Exhibit "1," attached hereto, be and the same is hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 16th day of August, 2016.

_____

- Mayor Becky Ames -

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON X

WATER LINE EASEMENT

THAT, **Buckner International**, a Texas non-profit corporation, 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 **Exhibit "A & 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

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:

Buckner International

By: _____
Printed Name: Luke Crowson
Title: Director of Construction and Facilities Maintenance

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF DALLAS X

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Luke Crowson, Director of Construction and Facilities Maintenance of Buckner International, a Texas non-profit corporation, on behalf of said corporation in the capacity stated herein.

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

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Chairman
Billy J. Smith, Jr., President

Donald R. King, P.E.
Mitchell Lee Brackin R.P.L.S.

July 11, 2016 **Exhibit "A"**

Field Note Description for a 10' wide Exclusive Water Line Easement

Being 10.00' wide tract of land for easement purposes containing 0.0286 acres lying in the C. WILLIAMS SURVEY, Abstract 59 in Jefferson County, Texas, said 10.00' wide tract of land being out of and a portion of that certain 12.760 acre tract of land designated as Lot 1A of the Calder Woods Addition of record in Volume 17 on Page 280 of the Map Records of Jefferson County, Texas and being that same tract of land described in an instrument to Buckner Retirement Services of record in the County Clerk's File No. 1999016112 of the Official Public Records, Jefferson County, Texas, said 10.00' wide tract of land being more particularly described as follows:

COMMENCING at a 5/8" Rod found marking an angle point on the North right-of-way line of Calder Avenue (a public roadway), the South line of said 12.760 acre tract and beginning immediately West of the Calder Woods entrance;

THENCE N 63°10'26" W along and with the North right-of-way line of said Calder Avenue and the South line of said 12.760 acre tract **for a distance 57.91' to the** Southeast corner of the Southerly leg of the herein described tract to the **POINT OF BEGINNING**;

THENCE N 63°10'26" W continuing along and with the North right-of-way line of said Calder Avenue, the South line of said 12.760 acre tract and the South line of the South leg of said 10.00' wide tract of land **for a distance of 10.01'** to a point on the North right-of-way line of said Calder Avenue, the South line of said 12.760 and being the Southwest corner of the South leg of said 10.00' wide tract of the herein described tract;

THENCE N 28°41'20" E, over and across the said 12.760 acre tract and the West line of the said 10.00' wide tract of land **for a distance of 27.45'** to the Northwest corner of the South leg of the said 10.00' wide tract of land and the Southeast corner of the West leg of the said 10.00' wide tract of land and being an interior "ell" corner of the herein described tract;

THENCE N 58°33'57" W, over and across the said 12.760 acre tract and the South line of the said 10.00' wide tract of land **for a distance of 57.38'** to the Southwest corner of the West leg of the said 10.00' wide tract of land, the Southeast corner of the existing 10' Fire Water Easement of record in Volume 17 on Page 280 of said Map Records, and being a Southwest corner of the herein described tract;

THENCE N 24°34'57" E, over and across the said 12.760 acre tract, along and with the East line of said 10' Fire Water Easement and the West line of the West leg of said 10.00'wide tract of land **for a distance of 10.07'** to the Northeast corner of said 10' Fire Water Easement and being the Northwest corner of the West leg of the herein described tract;

1405 Cornerstone Court · Beaumont, Texas 77706 · (409) 832-7238 · fax (409) 832-7303
Tx Board of Prof Engineers Firm No. 1160 • Tx Board of Prof Land Surveyors Firm No. 100186

THENCE S 58°33'57" E, over and across the said 12.760 acre tract and a North line of the West leg of said 10.00' wide tract of land **for a distance of 67.64'** to the Northeast corner of the West leg of said 10.00' wide tract of land, the Southwest corner of the North leg of the herein and being an interior "ell" corner of the herein described tract;

THENCE N 30°08'19" E, over and across the said 12.760 acre tract, the West line of the North leg of the said 10.00' wide tract of land of the herein described tract **for a distance of 20.36'** to the Northwest corner of the North leg of said 10.00' wide tract of land and being a Northwest corner of the herein described tract;

THENCE S 59°51'41" E, over and across the said 12.760 acre tract, the North line of the North leg of the said 10.00' wide tract of land and a North line of the herein described tract **for a distance of 10.00'** to the Northeast corner of the North leg of the said 10.00' wide tract of land and being a Northeast corner of the herein described tract;

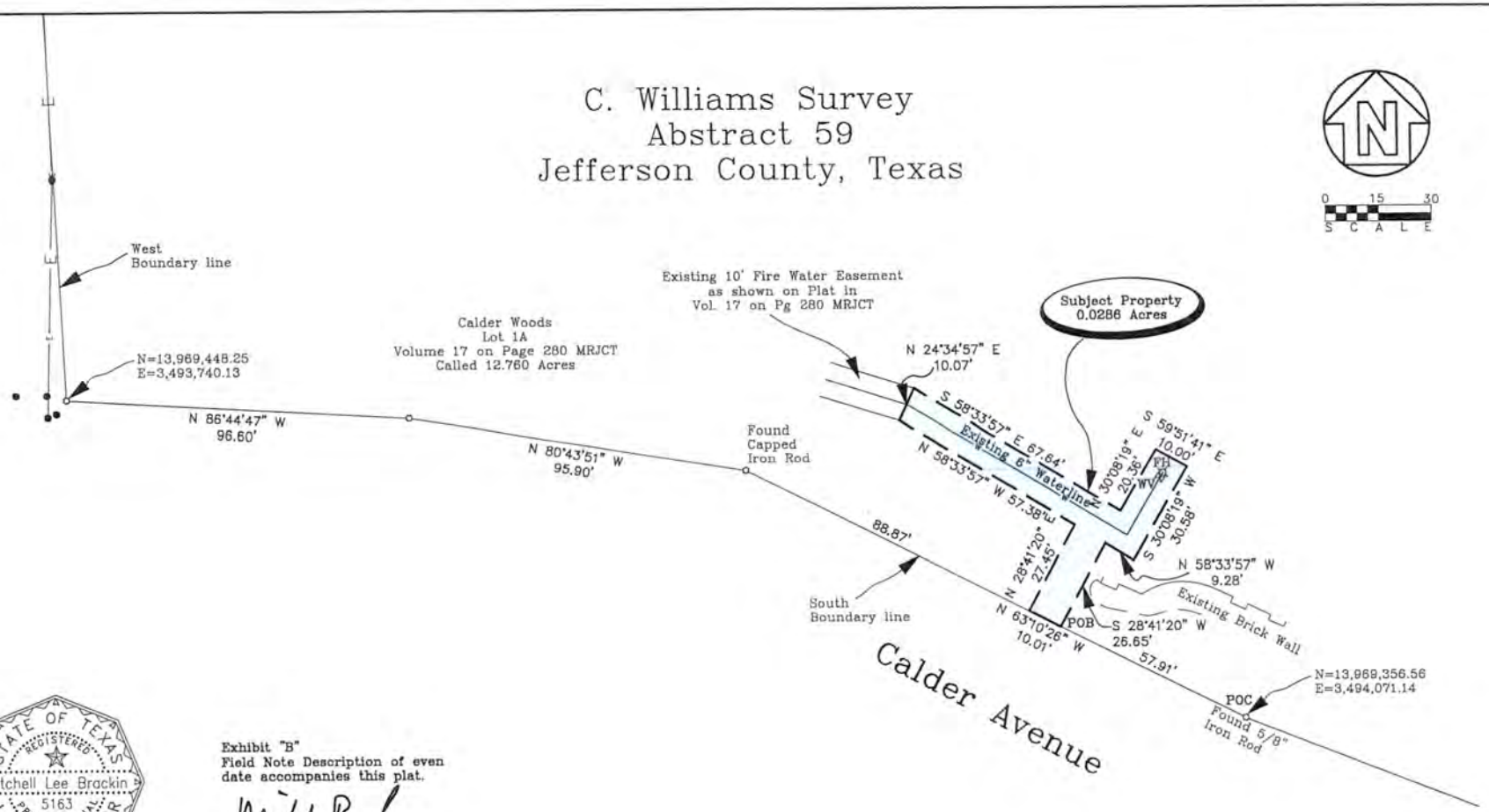
THENCE S 30°08'19" W, over and across the said 12.760 acre tract, the East line of the North leg of the said 10.00' wide tract of land and an East line of the herein described tract **for a distance of 30.58'** to the Southeast corner of the North leg of said 10.00' wide tract of land and being a Southeast corner of the herein described tract;

THENCE N 58°33'57" W, over and across the 12.760 acre tract, the South line of the North leg of the said 10.00' wide tract of land and a South line of the herein described tract **for a distance of 9.28'** to the Southwest corner of the North leg of said 10.00' wide tract of land and an interior "ell" corner of the herein described tract;

THENCE S 28°41'20" W, over and across the 12.760 acre tract, the East line of the South leg of the said 10.00' wide tract of land and an East line of the herein described tract **for a distance of 26.65' to the POINT AND PLACE OF BEGINNING, containing in area, 0.0286 acres of land, more or less.**

Plat of even date accompanies this Field Note Description. File No. 14052 – Water Easement

C. Williams Survey
Abstract 59
Jefferson County, Texas



STATE OF TEXAS
REGISTERED
Mitchell Lee Brackin
5163
PROFESSIONAL
LAND SURVEYOR

Exhibit "B"
Field Note Description of even date accompanies this plat.

Mitchell Lee Brackin
Registered Professional Land Surveyor, No. 5163

Q:\PROJECTS\14052 - Calder Woods Expansion\14052-Water Easement.dwg Jul 29, 2016 10:42am

Fittz&Shipman INC.
Consulting Engineers and Land Surveyors
1405 CORNERSTONE COURT, BEAUMONT, TEXAS
(409) 832-7236 FAX (409) 832-7303
T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100186

10' Water Easement

PROJECT NAME: Calder Woods Water Line
7080 Calder Avenue
Beaumont, Texas 77706

DATE: 7-29-16

SHEET NO.
S1
PROJECT NO.
14052

D

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	August 16, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the acceptance of two (2) ten foot (10') wide Water Meter Easements.

BACKGROUND
Windchase Apartments, LLC has agreed to convey two (2) ten foot (10') wide Water Meter Easements to the City of Beaumont. The first easement is described as being a 0.0134 acre tract out of and part of Lots 10 and 11, Block 26, Lamar Addition; and the second easement is described as being a 0.0194 acre tract out of and part of Lot 8, Block 26, Lamar Addition. The water meter easements are for the installation of individual water meters for each unit at the apartment complex located at 1140 and 1160 Oregon Avenue.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

RESOLUTION NO.

WHEREAS, Windchase Apartments, LLC has agreed to convey two (2) ten foot (10') wide water meter easements, said easements being a 0.0134 acre tract out of and part of Lots 10 and 11, Block 26, Lamar Addition and being a 0.0194 acre tract out of and part of Lot 8, Block 26, Lamar Addition as described and shown in Exhibit "1," attached hereto, to the City of Beaumont for the installation of individual water meters for each unit at the apartment complex located at 1140 and 1160 Oregon Avenue; 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 meter easements conveyed by Windchase Apartments, LLC, being a 0.0134 acre tract out of and part of Lots 10 and 11, Block 26, Lamar Addition and being a 0.0194 acre tract out of and part of Lot 8, Block 26, Lamar Addition 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 16th day of August, 2016.

_____

- Mayor Becky Ames -

STATE OFTEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OFJEFFERSON X

WATER METER EASEMENT

THAT, **WINDCHASE APARTMENTS, LLC**, a Texas Limited Liability Corporation, 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 meter 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 **Exhibit "A"**, 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 meters 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 "A"

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:

By: Windchase Apartments, LLC
a Texas Limited Liability Company,
itsGeneral Partner

By: Cramer & Walker Investments, Inc.
a Texas Corporation, its sole member

By: _____
Printed Name: Alan Cramer
Title: President

ACKNOWLEDGMENT

STATE OFTEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on this the day of , 2016, byAlan Cramer, President of Cramer & Walker Investments, Inc., a Texas Corporation, the sole member of Windchase Apartments, LLC, a Texas limited liability company, on behalf of said limited liability company.

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, TX77704

EXHIBIT "A"

EASEMENT I

Legal Description: 0.0134 Acre Water Meter Easement
Out of and Part of Lots 10 and 11, Block 26
Lamar Addition
Volume 6, Page 106, Map Records
Beaumont, Jefferson County, Texas

BEING a 0.0134 acre water meter easement out of and part of Lots 10 and 11, Block 26 of the Lamar Addition, a subdivision of the City of Beaumont, Jefferson County, Texas, according to the plat thereof recorded in Volume 6, Page 106, Map Records, Jefferson County, Texas, and being out of and part of that certain tract of land being called Lots 7, 8, 9, 10 and 11, Block 26 of the Lamar Addition, as described in a "Correction Warranty Deed" from Cramer & Walker Investments, Inc. to Windchase Apartments, LLC as recorded in Clerk's File No. 2008015849, Official Public Records of Real Property, Jefferson County, Texas, said 0.0134 acre water meter easement being more particularly described as follows:

NOTE: All bearings are referenced to the North line of Block 26 as SOUTH 89°33'00" WEST as recorded according the above referenced final plat of Lamar Addition recorded in Volume 6, Page 106, Map Records, Jefferson County, Texas.

COMMENCING at the Northeast corner of the said Lot 11, the same being the Northwest corner of Lot 12, Block 26 of the said Lamar Addition and being in the South right-of-way line of Oregon Avenue (based on a width of 60 feet) and from said corner a found 5/8" iron rod bears NORTH 33°49'43" EAST a distance of 0.86 feet and said corner bears SOUTH 89°33'00" WEST a distance of 50.02 feet from a 5/8" iron rod found the Northeast corner of the said Lot 12;

THENCE SOUTH 89°33'00" WEST, along and with the South right-of-way line of Oregon Avenue and the North line of the said Lot 11, for a distance of 43.31 feet to the **POINT OF BEGINNING** of the easement herein described;

THENCE SOUTH 00°27'00" EAST, for a distance of 46.76 feet to a point for corner;

THENCE NORTH 89°33'00" EAST, for a distance of 5.00 feet to a point for corner;

THENCE SOUTH 00°27'00" EAST, for a distance of 5.00 feet to a point for corner;

THENCE SOUTH 89°33'00" WEST, for a distance of 23.00 feet to a point for corner;

THENCE NORTH 00°27'00" WEST, for a distance of 5.00 feet to a point for corner;

THENCE NORTH 89°33'00" EAST, for a distance of 8.00 feet to a point for corner;

THENCE NORTH 00°27'00" WEST, for a distance of 46.76 feet to a point for corner, said corner being in the North line of the said Lot 10 and the South right-of-way line of Oregon Avenue;

THENCE NORTH 89°33'00" EAST, along and with the South right-of-way line of Oregon Avenue and the North line of the said Lots 10 and 11, for a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.0134 Acres, more or less.

EASEMENT II

Legal Description: 0.0194 Acre Water Meter Easement
Out of and Part of Lot 8, Block 26
Lamar Addition
Volume 6, Page 106, Map Records
Beaumont, Jefferson County, Texas

BEING a 0.0194 acre water meter easement out of and part of Lot 8, Block 26 of the Lamar Addition, a subdivision of the City of Beaumont, Jefferson County, Texas, according to the plat thereof recorded in Volume 6, Page 106, Map Records, Jefferson County, Texas, and being out of and part of that certain tract of land being called Lots 7, 8, 9, 10 and 11, Block 26 of the Lamar Addition, as described in a "Correction Warranty Deed" from Cramer & Walker Investments, Inc. to Windchase Apartments, LLC as recorded in Clerk's File No. 2008015849, Official Public Records of Real Property, Jefferson County, Texas, said 0.0194 acre water meter easement being more particularly described as follows:

NOTE: All bearings are referenced to the North line of Block 26 as SOUTH 89°33'00" WEST as recorded according the above referenced final plat of Lamar Addition recorded in Volume 6, Page 106, Map Records, Jefferson County, Texas.

COMMENCING at the Northeast corner of the said Lot 11, the same being the Northwest corner of Lot 12, Block 26 of the said Lamar Addition and being in the South right-of-way line of Oregon Avenue (based on a width of 60 feet) and from said corner a found 5/8" iron rod bears NORTH 33°49'43" EAST a distance of 0.86 feet and said corner bears SOUTH 89°33'00" WEST a distance of 50.02 feet from a 5/8" iron rod found the Northeast corner of the said Lot 12;

THENCE SOUTH 89°33'00" WEST, along and with the South right-of-way line of Oregon Avenue and the North line of the said Block 26, for a distance of 154.78 feet to the **POINT OF BEGINNING** of the easement herein described;

THENCE SOUTH 00°27'00" EAST, over and across the said Lot 8, for a distance of 32.00 feet to a point for corner;

THENCE NORTH 89°33'00" EAST, for a distance of 3.00 feet to a point for corner;

THENCE SOUTH 00°27'00" EAST, for a distance of 5.00 feet to a point for corner;

THENCE SOUTH 89°33'00" WEST, for a distance of 40.64 feet to a point for corner;

THENCE NORTH 00°27'00" WEST, for a distance of 5.00 feet to a point for corner;

THENCE NORTH 89°33'00" EAST, for a distance of 5.00 feet to a point for corner;

THENCE NORTH 00°27'00" WEST, for a distance of 32.00 feet to a point for corner, said corner being in the South right-of-way line of Oregon Avenue and the North line of the said Lot 8;

THENCE NORTH 89°33'00" EAST, along and with the South right-of-way line of Oregon Avenue and the North line of the said Lot 8, for a distance of 10.00 feet to a point for corner;

THENCE SOUTH 00°27'00" EAST, for a distance of 32.00 feet to a point for corner;

THENCE NORTH 89°33'00" EAST, for a distance of 12.64 feet to a point for corner;

THENCE NORTH 00°27'00" WEST, for a distance of 32.00 feet to a point for corner, said corner being in the South right-of-way line of Oregon Avenue and the North line of the said Lot 8;

THENCE NORTH 89°33'00" EAST, along and with the South right-of-way line of Oregon Avenue and the North line of the said Lot 8, for a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.0194 Acres, more or less.

Surveyed on July 13, 2016. This legal description is being submitted along with a plat based on this survey (see EXHIBIT "B").

Thomas S. Rowe, RPLS No. 5728

TBPLS Firm No.: 10106700

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

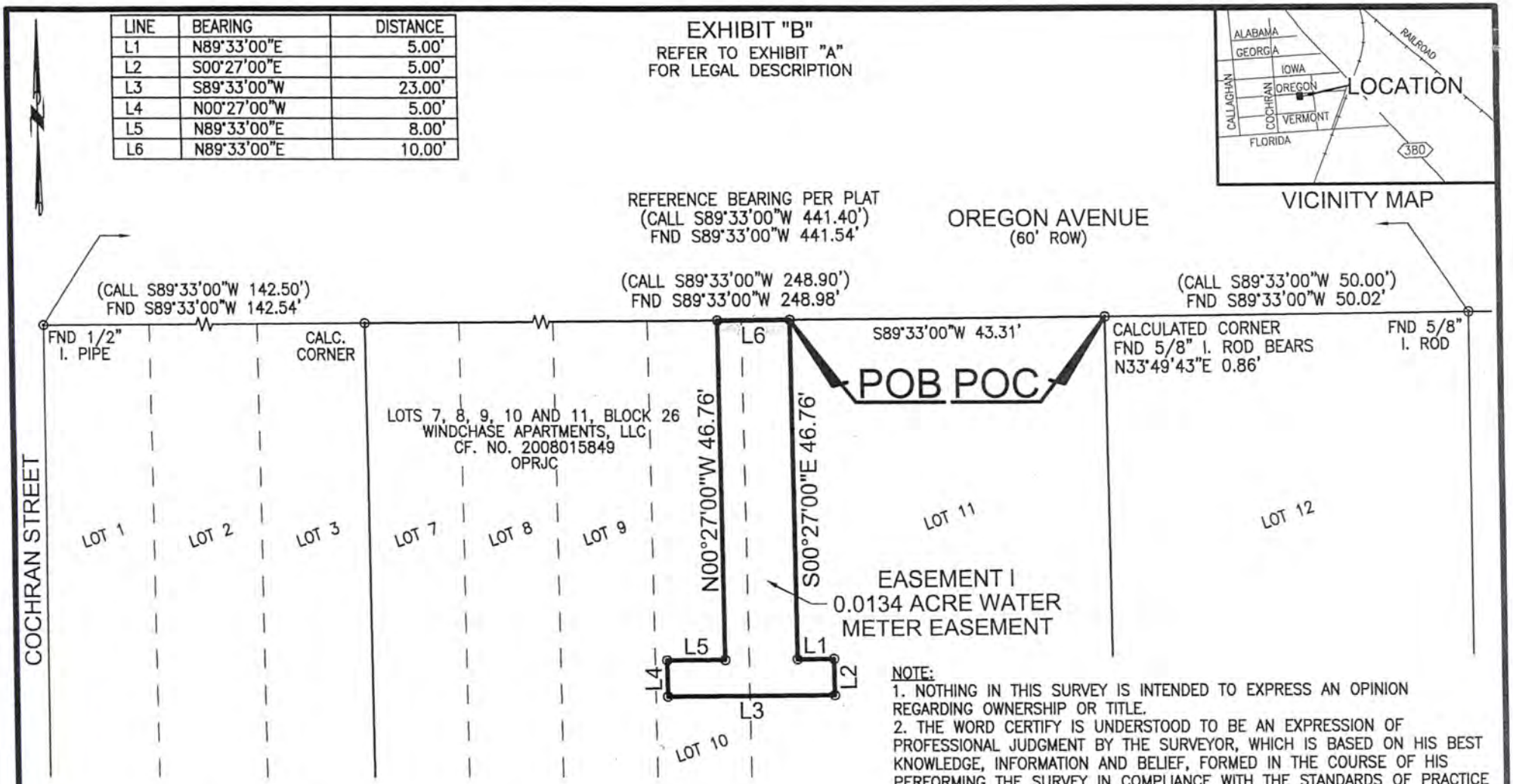
W:\2016\16-932\16-932m&b.docx

LINE	BEARING	DISTANCE
L1	N89°33'00"E	5.00'
L2	S00°27'00"E	5.00'
L3	S89°33'00"W	23.00'
L4	N00°27'00"W	5.00'
L5	N89°33'00"E	8.00'
L6	N89°33'00"E	10.00'

EXHIBIT "B"

REFER TO EXHIBIT "A"
FOR LEGAL DESCRIPTION

VICINITY MAP



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.

TO THE OWNERS OF THE PREMISES SURVEYED
AS OF THE DATE OF THE SURVEY:

I, THOMAS S. ROWE DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

DATE SURVEYED: JULY 13, 2016

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

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

VALERO PARTNERS PAPS, LLC		
DR BY: CDD	SCALE: 1"=20'	SHEET No.: 1 of 2
VER: ACAD 2016		
JOB NO. 16-932	FILE: W:\2016\16-932\16-932 EASEMENT I.DWG	

MARK W. WHITELEY AND ASSOCIATES INCORPORATED
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS
T.B.P.L.S. FIRM NO. 10106700

P. O. BOX 5492
BEAUMONT, TEXAS 77726-5492
409-898-0421

3250 EASTEX FWY.
BEAUMONT, TEXAS 77703
(FAX) 409-898-1346

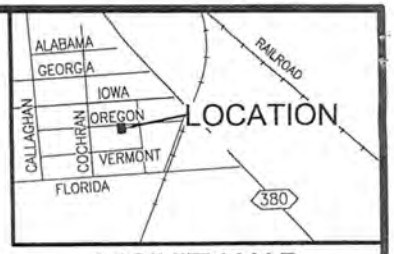
EASEMENT I
0.0134 ACRE WATER
METER EASEMENT
OUT OF AND PART OF
LOTS 10 AND 11, BLOCK 26
LAMAR ADDITION
VOL. 6, PG. 106, MAP RECORDS
BEAUMONT, JEFFERSON
COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S00°27'00"E	32.00'
L2	N89°33'00"E	3.00'
L3	S00°27'00"E	5.00'
L4	S89°33'00"W	40.64'
L5	N00°27'00"W	5.00'
L6	N89°33'00"E	5.00'

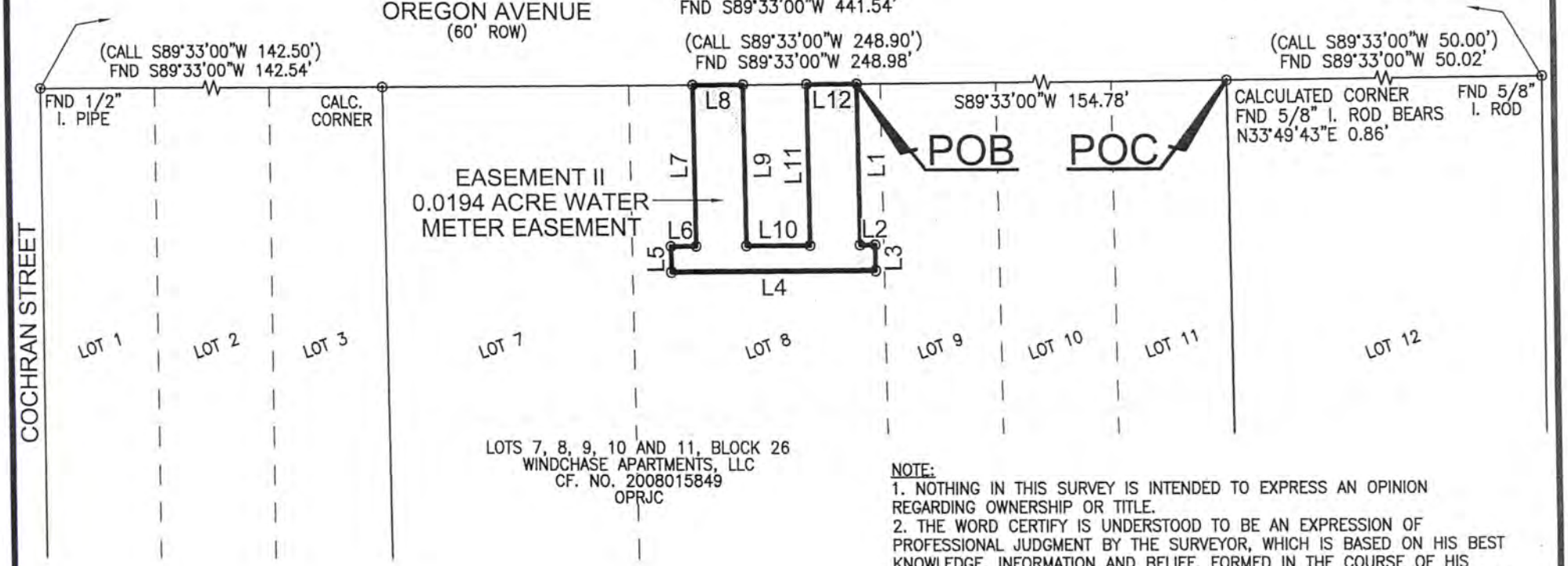
LINE	BEARING	DISTANCE
L7	N00°27'00"W	32.00'
L8	N89°33'00"E	10.00'
L9	S00°27'00"E	32.00'
L10	N89°33'00"E	12.64'
L11	N00°27'00"W	32.00'
L12	N89°33'00"E	10.00'

EXHIBIT "B"

REFER TO EXHIBIT "A"
FOR LEGAL DESCRIPTION



VICINITY MAP



LOTS 7, 8, 9, 10 AND 11, BLOCK 26
WINDCHASE APARTMENTS, LLC
CF. NO. 2008015849
OPRJC

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.

TO THE OWNERS OF THE PREMISES SURVEYED
AS OF THE DATE OF THE SURVEY:

I, THOMAS S. ROWE DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

DATE SURVEYED: JULY 13, 2016

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

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

VALERO PARTNERS PAPS, LLC

DR BY: CDD	SCALE: 1"=30'	SHEET No.: 2 of 2
VER: ACAD 2016		
JOB NO. 16-932	FILE: W:\2016\16-932\16-932 EASEMENT II.DWG	

MARK W. WHITELEY AND ASSOCIATES INCORPORATED
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS
T.B.P.L.S. FIRM NO. 10106700
P. O. BOX 5492
BEAUMONT, TEXAS 77726-5492
409-892-0421
3250 EASTEX FWY.
BEAUMONT, TEXAS 77703
(FAX) 409-892-1346

EASEMENT II
0.0194 ACRE WATER
METER EASEMENT
OUT OF AND PART OF
LOT 8, BLOCK 26
LAMAR ADDITION
VOL. 6, PG. 106, MAP RECORDS
BEAUMONT, JEFFERSON
COUNTY, TEXAS

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS AUGUST 16, 2016 1:30 P.M.

AGENDA

CALL TO ORDER

* Invocation Pledge Roll Call
* Presentations and Recognition
* Public Comment: Persons may speak on scheduled agenda item No. 1/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider an ordinance to recognize the fire-damaged structure at 1691 Turon as unsafe and order its removal

WORK SESSION

* Review and discuss a proposed Curbside Recycling Program

COMMENTS

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

EXECUTIVE SESSION

* Consult with its Attorney on legal matters related to Washington Boulevard Pavement Widening Project Phase II in accordance with Section 551.071 of the Government Code

* Consider matters related to the deliberation of the purchase, exchange, lease or value of real property in accordance with Section 551.072 of the Government Code, to wit:

  Beaumont Yacht Club located at 560 Marina Drive, Beaumont, TX 77703

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

August 16, 2016

Consider an ordinance to recognize the fire-damaged structure at 1691 Turon as unsafe and order its removal

---

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	CSB Chris Boone, Planning & Community Development Director
MEETING DATE:	August 16, 2016
REQUESTED ACTION:	Council consider an ordinance to recognize the fire-damaged structure at 1691 Turon as unsafe and order its removal.

BACKGROUND
The structure at 1691 Turon recently received fire damage. The Building Codes Division of the Planning & Community Development Department inspected the structure and found it to be unsafe as defined by the City of Beaumont's Code of Ordinances, Chapter 24, Article 24.04 Unsafe Substandard Structure, Division 1, Sec. 14.04.001 of the 2009 International Property Maintenance Code. Due to delinquent taxes on the property, the owner is now Jefferson County and the City of Beaumont. Despite the ownership, the full condemnation process is still necessary, given the method of acquisition of the property.

FUNDING SOURCE
Community Development Block Grant (CDBG) funding.

RECOMMENDATION
Approval of the ordinance.

SUBSTANDARD BUILDING INSPECTION REPORT

BUILDING CODES DIVISION
CITY OF BEAUMONT

INITIAL INSPECTION DATE February 5, 2016 **WARD** 3

ADDRESS OF INSPECTION 1691 Turon

OWNER Jefferson County / City of Beaumont

ADDRESS 1149 Pearl **CITY/STATE** Beaumont, TX 77701

MAJOR CODE VIOLATIONS: The structure was initially tagged on February 5, 2016. On or about May 26, 2016, the structure suffered a severe fire. The structure has extensive fire damage and is an imminent danger.

BEAUMONT
TEXAS

CITY OF BEAUMONT
BUILDING CODES DIVISION
CONSENT FORM FOR DEMOLITION OF UNSAFE STRUCTURE

I, Jefferson County, do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition I agree as follows:

1. I will be responsible for raking and cleaning up of small debris left by the demolition.

2. In order for debris to be removed, I understand I will be required to place the materials at the curb line in accordance with City ordinances. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.

3. I ~~hereby indemnify the City, its employees, officers and agent against~~ any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to ~~persons or~~ damages to real or personal ~~property arising~~ from negligence by the City, its employees, ~~officers or agents~~.

4. **~~If this structure is an outbuilding such as rear garage apartment~~, shed or garage~~, etc., it is the~~ responsibility of the property owner to ~~disconnect electricity, water and gas utilities from this structure!~~!**

***** **Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.**

PROPERTY DESCRIPTION:
1691 Turon
PL N T 3 D BROWN

Telephone Number

Signature

Signature

Date: 06-20-2016

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day appeared Jeff R. Branick Jefferson County, Judge known to me to be the person(s) whose name(s) is (are) sub scribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of June, 2016.

Loma C. George
Notary Public in and for
Texas
My Commission Expires: February 7, 2019

LOMA C. GEORGE
Notary Public State of Texas
Commission Expires
FEBRUARY 7, 2019

ORDINANCE NO.

ENTITLED AN ORDINANCE FINDING A CERTAIN STRUCTURE TO BE A PUBLIC NUISANCE AND ORDERING ITS 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 building located at 1691 Turon to be a public nuisance in that said building violates Chapter 24, Article 24.04, Section 24.04.001 of the Code of Ordinances of the City of Beaumont and is 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 above described building demolish and remove said structure 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.

Section 3.

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.

Section4.

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 16th day of August, 2016.

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- Mayor Becky Ames

WORK SESSION

* Review and discuss a proposed Curbside Recycling Program