

Sherry Garrison, Council Position 1
TJ Haight, Council Position 2
Tommy Ginn, Council Position 3



Bill Patterson, Council Position 4
Ron Martin, Council Position 5
Rae A. Sinor, Council Position 6

James Stokes, City Manager
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Shannon Bennett, TRMC, City Secretary
Jim Fox, City Attorney

Ordinance #4078

Resolution #2019-10

CALL TO ORDER

The 1734th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

AWARDING/REJECTING BIDS

1. Awarding bid for the 2019 Lane Striping Project.

[BID 19-021](#)

Recommended Action:

It is the City Engineer's recommendation that the City of Deer Park award the bid to Semper Striping, LLC. This was the lowest qualified bidder for this project.

Department:

Public Works

2. Set aside and re-award the bid for a one-year supply of Sodium Hexametaphosphate for the Water Treatment Plant with the option to renew for an additional year.

[BID 19-015](#)

Recommended Action:

Set aside and re-award the bid for a one-year supply of Sodium Hexametaphosphate, with the option to renew for an additional year, to Chemical Connection.

Department:

Finance

Attachments:

[Soduim Hex Bid Tab](#)

CONSENT CALENDAR

3. Approval of minutes of workshop meeting on May 21, 2019.

[MIN 19-080](#)

Recommended Action:

Approval of minutes

Attachments:

[CC_MW_052119](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

4. Approval of minutes of regular meeting on May 21, 2019.

[MIN 19-081](#)

Recommended Action: Approval of minutes

Attachments: [CC MR 052119](#)

5. Approval of tax refund to McGrath Rentcorp in the amount of \$893.03 due to an overpayment.

[TAXR
19-048](#)

Recommended Action: Approve the tax refund to McGrath Rentcorp.

Department: Finance

6. Authorization to seek bids for the printing of the City of Deer Park Quarterly Messenger for a one-year term with the option to renew for an additional year in each of the successive two years.

[AUT 19-017](#)

Recommended Action: Authorization to seek bids for the printing of the City of Deer Park Quarterly Messenger for a one-year term with the option to renew for an additional year in each of the successive two years.

Department: Finance

7. Authorization to seek bids on the Police Firearms Training Facility repair project.

[BID 19-018](#)

Recommended Action: Authorize seeking bids for the Police Firearms Training Facility repairs project.

COMMENTS FROM AUDIENCE

The Mayor shall call upon those who have registered to address Council in the order registered. There is a five minute time limit . A registration form is available in the Council Chambers and citizens must register by 7:25 p.m.

NEW BUSINESS

8. Consideration of and action on an agreement with Shell for the donation of seven framed watercolor paintings by artist Martha Hayes depicting the City and Shell's history.

[AGR 19-021](#)

Recommended Action: Approve the donation agreement.

Attachments: [Shell DeerPark Material Donation Agreement](#)

9. Consideration of and action on authorizing the purchase of roof repairs from Atlas Universal Roofing, Inc through Choice Facility Partners Cooperative Member # 18/060JN-01 for roof repairs at Earl Dunn Gymnasium.

[AUT 19-029](#)

Recommended Action: Authorize purchase of roof repairs from Atlas Universal Roofing, Inc. through Choice Facility Partners Cooperative Member # 18/060JN-01 for roof repairs at Earl Dunn Gymnasium.

Attachments: [20090521-Deer Park - Earl Dunn Gym Roof Rehabilitation - Proposal Package](#)

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10. Consideration of and action on authorizing the purchase of HVAC repairs at the Municipal Courts & Theatre Building from Johnson Controls through TIPS Contract #18010101. [AUT 19-028](#)

Recommended Action: Authorize purchase from Johnson Controls through TIPS Contract #18010101 for HVAC repairs at the Municipal Courts & Theatre Building.

Attachments: [EnergyGuard_Resistance List Aluminium-Green-Yellow](#)
[YLAA DWG](#)
[EnergyGuardFlyer-New](#)
[Performance Sheet](#)
[City of Deer Park Municipal Building Chiller Replacement Proposal REV01](#)

11. Consideration of and action on the approval of a request from Ballard Exploration Company, Inc. for a Geophysical Permit. [ACT 19-018](#)

Recommended Action: Approve the request submitted.

Attachments: [Geophysical Permit](#)
[Geophysical Payment](#)
[Geophysical Ord.](#)

12. Consideration of and action on renewing the contract with KHSS Ventures, Inc. (DBA Skillet's Restaurant) for the Senior Meals Program. [CON 19004](#)

Recommended Action: Renew the contract with KHSS Ventures, Inc. (DBA Skillet's Restaurant) for the Senior Meals Program.

Department: Finance

Attachments: [2016 Maxwell Meals RFP](#)
[Skillet's Renewal Prices \(Email 05.22.19\)](#)

13. Consideration of and action on an ordinance annexing a 37.0002 acre tract within the City's Extra Territorial Jurisdiction into the City of Deer Park upon written request of the property owner and approving a service plan for such territory. [ORD 19-048](#)

Recommended Action: Approve the ordinance.

Attachments: [Ordinance - Annex 37.0002 Acres_060419](#)
[Revised Annexation MB 5-13-19](#)
[342-15 PHASE 1 ANNEX 5-13-19](#)
[Revised Submittal removing 12 acres and 710 ft fee strip 5.28.19](#)
[City of Deer Park Molto Properties Annexation Request 1.25.19 FINAL](#)
[Annexation Agreement signed by Molto](#)
[Molto Properties Annexation and Zoning Timeline May 2019](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

14. Consideration of and action on approval of a sewer line maintenance agreement with Molto Properties Fund III LLC. [ORD 19-050](#)

Recommended Action: Approve the agreement.

Attachments: [Sewer Maintenance Agreement signed by Molto](#)

15. Consideration of and action on a referral to the Planning and Zoning Commission to amend the Zoning Ordinance by allowing lay down yards in M3 district; add use groups 34 and 35 to principal uses in M3 district; including office warehouse or distribution center as a permitted use in the M3 district; requiring a specific use permit. [AMD 19-003](#)

Recommended Action: Recommend to the Planning & Zoning Commission that the Zoning code to make these revisions.

Attachments: [Amend Appendix A Zoning-M3-05-2019 \(003\)](#)
[Molto Properties Annexation and Zoning Timeline May 2019](#)

16. Consideration of and action on authorization to establish a zone designation for Intensive Industrial (M3) District. [AUT 19-033](#)

Recommended Action: Refer to the Planning and Zoning Commission to schedule a Public Hearing.

Attachments: [Letter of Intent](#)

17. Consideration of and action on the request of Molto Properties for a Specific Use Permit to construct a bulk warehouse at 739 Independence Parkway. [SUP 19-001](#)

Recommended Action: Refer to Planning and Zoning Commission to schedule a Public Hearing.

Attachments: [Molto SUP](#)

18. Consideration of and action on an ordinance amending the Fiscal Year 2018-2019 Capital Improvements Fund Budget for the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade. [ORD 19-051](#)

Recommended Action: Approve the ordinance amending the Fiscal Year 2018-19 Capital Improvements Fund Budget for the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade.

Department: Public Works

Attachments: [Ord - Amend Budget FY19 Sirens](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

19. Consideration of and action on an ordinance approving and accepting the dedication from Sanwood Investments, L.P. to the City of Deer Park of a waterline easement.

[ORD 19-047](#)

Recommended Action: Approve the ordinance.

Attachments: [Sanwood Waterline Easement Ordinance](#)
[Sanwood Waterline Easement](#)
[Sanwood Waterline Easement Sketch](#)

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
May 31, 2019

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodations services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281-478-7248 for further information.

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.



Legislation Details (With Text)

File #: BID 19-021 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 5/29/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Awarding bid for the 2019 Lane Striping Project.
Sponsors: Public Works
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Awarding bid for the 2019 Lane Striping Project.

Summary:

We received three (3) bids at the bid opening for the 2019 Lane Striping Project. The bids were received on Wednesday, May 22, 2019 and were associated with April 2, 2019 Council Agenda meeting and Authorization to Advertise - File #: BID 19-008. Semper Striping, LLC submitted the low bid of \$147,487.37.

A few years ago we had a lane striping project in various locations around the city, however a lot of the striping paint either did not adhere well or has already begun to fade. This is due to only 10mil paint being used. After researching the process we feel that going with a 30mil coating will provide a much better outcome. Turnarounds and other thermoplastic markings will use 100mil plastic. Various streets and intersections around town have been identified for the striping.

\$150,000.00 was budgeted in the Street Maintenance Fund to cover the cost of this project. The bids received are as follows:

STRIPES AND STOPS CO.	ONE WAY STRIPING & SIGNS	SEMPER STRIPING, LLC
\$221,960.07	\$150,297.29	\$147,487.37

Fiscal/Budgetary Impact:

This project is funded out of the Street Maintenance Fund 010-403-4406.

It is the City Engineer's recommendation that the City of Deer Park award the bid to Semper Striping, LLC. This was the lowest qualified bidder for this project.



Legislation Details (With Text)

File #: BID 19-015 **Version:** 1 **Name:**

Type: Bids **Status:** Agenda Ready

File created: 5/22/2019 **In control:** City Council

On agenda: 6/4/2019 **Final action:**

Title: Set aside and re-award the bid for a one-year supply of Sodium Hexametaphosphate for the Water Treatment Plant with the option to renew for an additional year.

Sponsors: Finance

Indexes:

Code sections:

Attachments: [Soduim Hex Bid Tab](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Set aside and re-award the bid for a one-year supply of Sodium Hexametaphosphate for the Water Treatment Plant with the option to renew for an additional year.

Summary:

On Tuesday May 21, 2019, the City Council awarded the bid for Sodium Hexametaphosphate, a chemical used at the Water Treatment Plant, to Carcus Corporation. Due to a clerical oversight, the City inadvertently identified Carcus Corporation as the low bidder and the bid was awarded to Carcus Corporation in error. The correct low bid for Sodium Hexametaphosphate was submitted by Chemical Connection. The City requests that the original award to Carcus Corporation be “set aside” and that the award for Sodium Hexametaphosphate be made to Chemical Connection.

To recap, on Monday May 13, 2019, the City received six (6) bids for a one-year supply of Sodium Hexametaphosphate. The current contract expires on June 30, 2019.

Chemical Connection - 50,000 units @\$0.895 / pound

Carcus Corporation - 50,000 units @ \$0.90 / pound

Shannon Chemical Corporation - 50,000 units @ \$0.917 / pound

Chemrite, Inc. - 50,000 units @ \$0.95 / pound

Napco Chemical Company - 50,000 units @ \$1.08 / pound

Univar - No Bid

Current Vendor - Chemrite, Inc.

50,000 units @ \$0.871 / pound

Fiscal/Budgetary Impact:

Funds for Sodium Hexametaphosphate are budgeted in the Water/Sewer Fund, Account No. 400-506-4316, Chemicals.

Set aside and re-award the bid for a one-year supply of Sodium Hexametaphosphate, with the option to renew for an additional year, to Chemical Connection.

BID – SODIUM HEXAMETAPHOSPHATE
Bid Date 05.13.19

Name Contractor/Bidder	Unit Price
Chemical Connection Co.	.895 per lb.
Shannon Chemical	.917 per lb.
NAPCO	1.08 per lb.
Carus Chemical	.90 per lb.
Univar USA	NO BID
Chemrite	.95 per lb.



Legislation Details (With Text)

File #: MIN 19-080 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 5/30/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Approval of minutes of workshop meeting on May 21, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MW_052119](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Approval of minutes of workshop meeting on May 21, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval of minutes

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON MAY 21, 2019, BEGINNING AT 6:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
TJ HAIGHT
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the workshop to order at 6:15 p.m.
2. EXECUTIVE SESSION – PERSONNEL – Mayor Mouton recessed the workshop meeting at 6:15 p.m. for an Executive Session.
3. RECONVENED – Mayor Mouton reconvened the workshop meeting at 6:25 p.m.
4. PRESENTATION OF THE DEER PARK DRAINAGE ANALYSIS OF VARIOUS LOCATIONS BY COBB FENDLEY – Carl Ahrenat of Cobb Fendley gave an overview of the drainage analysis for the various locations including Heritage Addition 2, Deer Meadows Section 2, Deer Park Manor and Delo-Elaine Section 2. The analyzation consisted of using the rational method to determine flows and small watershed method to create hydrographs, utilizing provided plans to obtain storm sewer information. (Exhibit A1-A7)
5. DISCUSSION OF ISSUES RELATING TO THE UPDATE ON THE DEER PARK NATURE PRESERVE – Charlie Sandberg gave an overview of the Deer Park Nature Reserve and the time line of events that were completed in the fall of 2018. The project was experiencing unexpected flooding and a drainage swale was constructed to help

relieve the flooding and dry the sections of trail. Parks and Recreation Parks Supervisor Tiffany McGallian discussed the 150 foot boardwalk approved by the Parks and Recreation Commission, that is being constructed along a section of the trail to allow patrons to access the trail after significant rainfall. (Exhibit B1-B4)

6. DISCUSSION OF ISSUES RELATING TO THE QUARTERLY FINANCIAL REPORT FOR THE FISCAL YEAR 2018-2019 SECOND QUARTER ENDED MARCH 31, 2019 – Finance Director Donna Todd gave an overview of the budget funds for the second quarter, highlighting the expenditures and revenues of each fund.
7. DISCUSSION OF ISSUES RELATING TO THE AUTHORIZATION TO PURCHASE PHASE 2 AND PHASE 3 OF THE WHELEN OUTDOOR SIREN SYSTEM UPGRADE FROM CROSSPOINT COMMUNICATIONS THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE USE OF THE ASSIGNED FUND BALANCE – Emergency Services Director Robert Hemminger discussed the LEPC decision to replace all outdoor warning sirens over the course of the next three (3) years. Due to operational issues with many of these sirens, especially during the ITC incidents, it is recommended they all be replaced immediately. The total project cost is \$112,590.19, which will be funded out of the fund balanced assigned for Disaster Response/Repair. The LEPC will then reimburse the City of Deer Park over the next two years. The LEPC has hired Crosspoint Communications to complete the project.
8. ADJOURN – Mayor Mouton adjourned the workshop meeting at 7:02 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: MIN 19-081 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 5/30/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Approval of minutes of regular meeting on May 21, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [CC_MR_052119](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Approval of minutes of regular meeting on May 21, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval of minutes

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

Minutes of

THE 1733RD REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON MAY 21, 2019, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR.
SHERRY GARRISON
TJ HAIGHT
TOMMY GINN
BILL PATTERSON
RON MARTIN
RAE SINOR

MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILMAN
COUNCILWOMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES
GARY JACKSON
SHANNON BENNETT
JIM FOX

CITY MANAGER
ASSISTANT CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

1. MEETING CALLED TO ORDER – Mayor Mouton called the meeting to order at 7:30 p.m.
2. INVOCATION – The invocation was given by Councilwoman Sinor.
3. PLEDGE OF ALLEGIANCE – Councilman Martin led the Pledge of Allegiance to the United States Flag and led the Texas Flag Pledge.
4. PRESENTATION - ACCEPTANCE OF PAINTINGS DEPICTING SHELL AND DEER PARK'S EARLY HISTORY DONATED BY SHELL – Shell, Deer Park donated a series of seven paintings to the City that depict the early history between Shell and the City of Deer Park. The watercolor paintings were created by the artist Martha Hayes for the Sesquicentennial Celebration in Deer Park in 1986.
5. PROCLAMATION RECOGNIZING EMERGENCY MEDICAL SERVICES AND DECLARING THE WEEK OF MAY 19-25, 2019 AS EMS WEEK – Mayor Mouton presented a Proclamation to Chief Assistant Andrew Smith, declaring the week of May 19-25, 2019 as EMS Week.
6. PROCLAMATION RECOGNIZING NATIONAL PUBLIC WORKS WEEK – Mayor Mouton presented a Proclamation to Public Works Director Bill Pedersen, declaring the week of May 19-25, 2019 as Public Works Week.

7. AWARDING BID FOR THE CONCRETE PAVEMENT MAINTENANCE CONTRACT – Motion made by Councilwoman Garrison and seconded by Councilwoman Sinor to award the bid for the Concrete Maintenance Contract to Brooks Concrete, lowest bidder in the amount of \$312,553.65. Motion carried 7 to 0.
8. AWARDING BID FOR A ONE-YEAR SUPPLY OF GASOLINE AND DIESEL FUEL – After following the procedure of the casting of lots to break the tie between Sun Coast Resources, Inc. and Pinnacle Petroleum, Inc. motion was made by Councilman Ginn and seconded by Councilman Patterson to award the bid for a one year supply of gasoline and diesel fuel to Pinnacle Petroleum, lowest bidder based on the +/- OPIS rate. Motion carried 7 to 0.
9. AWARDING BID FOR A ONE-YEAR SUPPLY OF SODIUM HEXAMETAPHOSPHATE WITH THE OPTION TO RENEW FOR AN ADDITIONAL YEAR FOR THE WATER TREATMENT PLANT – Motion made by Councilman Patterson and seconded by Councilman Martin to award the bid for a one year supply of sodium hexametaphosphate with the option to renew for an additional year for the Water Treatment Plant to Carcus Corporation - 50,000 units at \$.90/pound. Motion carried 7 to 0.
10. CONSENT CALENDAR – Motion was made by Councilwoman Sinor and seconded by Councilman Patterson to approve the consent calendar as follows:
 - a. Approval of minutes of workshop meeting on May 7, 2019.
 - b. Approval of minutes of regular meeting on May 7, 2019.
 - c. Approval of tax refund to Pacific Life in the amount of \$2,180.70 due to a value decrease granted by Harris County Appraisal District.
 - d. Approval of tax refund to Pacific Life in the amount of \$5,446.37 due to a value decrease granted by Harris County Appraisal District.
 - e. Approval of tax refund to Extra Space Properties Two LLC in the amount of \$8,923.65 due to a value decrease granted by Harris County Appraisal District.
 - f. Approval of tax refund to Nissan Infiniti Lease Trust in the amount of \$605.56 due to a value decrease granted by Harris County Appraisal District.
 - g. Approval of tax refund to Lereta in the amount of \$552.66 due to a homestead exemption and a veteran change granted by Harris County Appraisal District.
 - h. Approval of tax refund to Ryan Tax Compliance in the amount of \$6,593.19 due to a value decrease granted by Harris County Appraisal District.
 - i. Approval of tax refund to Popp Hutcheson PLLC in the amount of \$2,855.73 due to a value decrease granted by Harris County Appraisal District.

decrease granted by Harris County Appraisal District.

- k. Approval of tax refund to Lereta in the amount of \$879.96 due to an overpayment.
- l. Acceptance of the Quarterly Financial Report for the Fiscal Year 2018-2019 second quarter ended March 31, 2019.
- m. Acceptance of the Animal Shelter project and release of retainage to Construction LTD.
- n. Authorization to purchase equipment and installation services for a new communications tower at Fire Station #3 via Texas Department of Information Resources (DIR).

Motion carried 7 to 0.

11. COMMENTS FROM AUDIENCE –

- a. Iva Fruge, 1614 Byron, spoke of issues about the drainage in the area.
- b. John Matula, 801 Lanell Street, spoke of issues about excessive dog barking.
- c. Jason Harvey, 806 Norwood Street, spoke of issues about flooding in the area and complimented Council and the Public Works Department for their efforts to resolve it.
- d. Ben Bowen, 750 E. Lambuth, spoke in support of issues of excessive dog barking.
- e. Jessica Adams, 4210 Glen Avon Drive, a citizen of Pasadena, Texas spoke on issues of the City of Deer Park Softball Fields.
- f. Mark Andrews, 2217 Killarney, spoke in support of issues with excessive dog barking and also complimented the Public Works Department for their efforts to resolve flooding.
- g. Jack Hughes, 3012 Baronsgate Lane, spoke of issues relating to the lockout at Dow Chemical.
- h. Donna Shotwell, 717 Lanell, spoke in support of the issues with excessive dog barking.

12. CONSIDERATION OF AND ACTION ON REALLOCATION OF FUNDS BUDGETED FOR COMMUNITY CENTER HVAC REPAIRS TO BE USED FOR HVAC REPAIRS AT THE MUNICIPAL COURTS & THEATRE BUILDING – Motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to approve the reallocation of \$125,000 for the HVAC repairs from the Community Center to the Municipal Courts and Theater building. Motion carried 7 to 0.

13. CONSIDERATION OF AND ACTION ON THE APPLICATION SUBMISSION AND APPROVING THE ACCEPTANCE OF A GRANT THROUGH THE BULLETPROOF VEST PARTNERSHIP GRANT ACT – Motion was made by Councilman Martin and

seconded by Councilman Ginn on the application submission and approving the acceptance of a grant through the Bulletproof Vest Partnership Grant Act. Motion carried 7 to 0.

14. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE SERVICES FROM SKE CONSTRUCTION, LLC, THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM TO PERFORM PAVING AT THE WATER /SEWER BUILDING - PHASE 2 – Motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to authorize the purchase of services from SKE Construction, LLC, through the Buy Board Cooperative Purchasing Program to perform paving at the Water/Sewer Building - Phase 2. Motion carried 7 to 0.
15. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO PURCHASE PHASE 2 AND PHASE 3 OF THE WHELEN OUTDOOR SIREN SYSTEM UPGRADE FROM CROSSPOINT COMMUNICATIONS THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE USE OF THE ASSIGNED FUND BALANCE – Motion was made by Councilman Ginn and seconded by Councilman Haight to authorize the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System upgrade from Crosspoint Communications through the Buy Board Cooperative Purchasing Program and authorizing the use of the Assigned Fund Balance. Motion carried 7 to 0.
16. CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE FISCAL YEAR 2018-2019 GENERAL FUND BUDGET FOR THE PURCHASE OF REAL PROPERTY – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilman Patterson to adopt Ordinance No.4073, captioned as follows:

AN ORDINANCE AMENDING THE 2018-2019 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

Motion carried 7 to 0.

17. CONSIDERATION OF AND ACTION ON AN ASSIGNMENT OF THE CONTRACT OF SALE OF REAL PROPERTY – Motion was made by Councilwoman Garrison and seconded by Councilman Patterson to approve the assignment of the contract of sale of real property.

Motion was amended by Councilwoman Garrison and seconded by Councilman Patterson to include the location address as 518 E. Pasadena Boulevard. Motion carried 7 to 0.

18. CONSIDERATION OF AND ACTION ON THE APPOINTMENT OF MEMBERS OF VARIOUS CITY OF DEER PARK COMMITTEES – Motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to approve the appointment of members of various City of Deer Park Committees. (Boards & Commissions Selection Committee Rae Sinor, Chair and Sherry Garrison,) (Finance Committee, TJ Haight,) (Architecture and

Engineering Committee, TJ Haight) (Compensation Committee, Sherry Garrison). Motion carried 7 to 0.

19. CONSIDERATION OF AND ACTION ON THE ACCEPTANCE OF A WALMART FOUNDATION COMMUNITY GRANT – Motion was made by Councilwoman Sinor and seconded by Councilman Patterson to accept the Walmart Foundation Community Grant. Motion carried 7 to 0.
20. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING TWO MEMBERS TO THE PLANNING AND ZONING COMMISSION / BOARD OF ADJUSTMENT – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilwoman Sinor to adopt Ordinance No.4074, captioned as follows:

AN ORDINANCE APPOINTING TWO (2) MEMBERS OF THE PLANNING AND ZONING COMMISSION AND THE BOARD OF ADJUSTMENT OF THE CITY OF DEER PARK, TEXAS; SPECIFYING THEIR TERMS. (Ray Balusek and Doug Cox)

Motion carried 7 to 0.

22. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING AN ALTERNATE MEMBER TO THE BOARD OF ADJUSTMENT – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Patterson to adopt Ordinance No.4075, captioned as follows:

AN ORDINANCE APPOINTING ONE (1) ALTERNATE MEMBER OF THE PLANNING AND ZONING COMMISSION AND THE BOARD OF ADJUSTMENT OF THE CITY OF DEER PARK, TEXAS; SPECIFYING THEIR TERM. (Troy Cothran)

Motion carried 7 to 0.

23. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING MEMBERS TO THE PARKS AND RECREATION COMMISSION – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Patterson to adopt Ordinance No.4076, captioned as follows:

AN ORDINANCE APPOINTING THREE MEMBERS OF THE PARKS & RECREATION COMMISSION OF THE CITY OF DEER PARK, TEXAS. (Clyde Coxie, Jo Kiefer and Sherry Redwine)

Motion carried 7 to 0.

24. CONSIDERATION OF AND ACTION ON AN ORDINANCE APPOINTING A MEMBER OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION –

After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Martin to adopt Ordinance No. 4077, captioned as follows:

AN ORDINANCE APPOINTING A REPLACEMENT MEMBER OF THE DEER PARK COMMUNITY DEVELOPMENT CORPORATION OF THE CITY OF DEER PARK, TEXAS. (Eric Ripley)

Motion carried 7 to 0.

25. ADJOURN – Mayor Mouton adjourned the meeting at 8:26 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
City Secretary

Jerry Mouton, Jr.
Mayor



Legislation Details (With Text)

File #: TAXR 19-048 **Version:** 1 **Name:**
Type: Tax Refund **Status:** Agenda Ready
File created: 5/13/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Approval of tax refund to McGrath Rentcorp in the amount of \$893.03 due to an overpayment.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Approval of tax refund to McGrath Rentcorp in the amount of \$893.03 due to an overpayment.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

McGrath Rentcorp in the total amount of \$893.03 due to an overpayment on Account #048-060-9.

Fiscal/Budgetary Impact: None.

Approve the tax refund to McGrath Rentcorp.



Legislation Details (With Text)

File #: AUT 19-017 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 3/6/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Authorization to seek bids for the printing of the City of Deer Park Quarterly Messenger for a one-year term with the option to renew for an additional year in each of the successive two years.
Sponsors: Finance
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Authorization to seek bids for the printing of the City of Deer Park Quarterly Messenger for a one-year term with the option to renew for an additional year in each of the successive two years.

Summary:

The City is requesting authorization to seek bids for preparation and printing services for the four (4) quarterly issues of the City's newsletter, the City of Deer Park Messenger. All bids must include printing costs, office supplies, delivery fees, and any other related fees that would be incurred with the production and preparation of the printed newsletter. The City recommends the bid specs include the option to renew for an additional year in each of the successive two years for a total of three years.

Current Vendor: Richmond Printing

Current Price: 12,500 newsletters each quarter for four quarters

\$4,983 per quarter for 20 pages

\$5,489 per quarter for 24 pages

\$6,683 per quarter for 28 pages

*Cost for Revisions = \$15.00 per page after 1st Round of Proofs

Fiscal/Budgetary Impact:

These services are budgeted in the General Fund under General Government, Account #010-105-

4305, Printing.

Authorization to seek bids for the printing of the City of Deer Park Quarterly Messenger for a one-year term with the option to renew for an additional year in each of the successive two years.



Legislation Details (With Text)

File #: BID 19-018 **Version:** 1 **Name:**
Type: Bids **Status:** Agenda Ready
File created: 5/28/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Authorization to seek bids on the Police Firearms Training Facility repair project.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Authorization to seek bids on the Police Firearms Training Facility repair project.

Summary:

Hurricane Harvey damaged the berms at the Police Firearms Training Facility. The City applied for a Public Assistance grant from FEMA for the repairs to the facility. The grant was awarded and staff has been working with FEMA on the scope and cost of the project, which was now been authorized to proceed to the bidding phase. The City has also contracted with True North Emergency Management for expertise in compliance with all federal regulations pertaining to the grant.

Fiscal/Budgetary Impact:

The estimated cost of the project is approximately \$616,607.86. The Federal Share is 90% (\$554,947.07). Funds are budgeted in the CCPD for the local 10% share (\$61,660.79).

Authorize seeking bids for the Police Firearms Training Facility repairs project.



Legislation Details (With Text)

File #: AGR 19-021 **Version:** 1 **Name:**
Type: Agreement **Status:** Agenda Ready
File created: 5/29/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Consideration of and action on an agreement with Shell for the donation of seven framed watercolor paintings by artist Martha Hayes depicting the City and Shell's history.

Sponsors:

Indexes:

Code sections:

Attachments: [Shell_DeerPark_Material_Donation_Agreement](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on an agreement with Shell for the donation of seven framed watercolor paintings by artist Martha Hayes depicting the City and Shell's history.

Summary:

At the May 21, 2019 City Council meeting, Shell donated seven watercolor paintings to the City. These paintings show a pictorial history of Shell and the Deer Park area and were painting by Martha Hayes for the Sesquicentennial Celebration in Deer Park in 1986. Shell has now asked that the attached donation agreement be signed for this donation.

Fiscal/Budgetary Impact:

None

Approve the donation agreement.

SHELL DEER PARK REFINING COMPANY

with

CITY OF DEER PARK

DONATION AGREEMENT

DONATION AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN

Shell Deer Park Refining Company, a company formed under the laws of the United States having its main offices at 5900 TX-225, Deer Park, TX 77536 (hereinafter referred to as "SHELL")

AND

City of Deer Park, a company formed under the laws of the United States having its main offices at 710 E. San Augustine, Deer Park, TX 77536 (hereinafter referred to as the "RECIPIENT")

WHEREAS

SHELL wishes to donate to the RECIPIENT seven framed water colour paintings by artist Martha Hayes depicting the City and Shell's history (hereinafter referred to as the "GOODS"), under the terms and conditions of this CONTRACT.

AND WHEREAS

The RECIPIENT is willing to accept such donation on the terms and conditions set out or incorporated herein;

THEREFORE NOW THE PARTIES HEREBY DECLARE AND AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

The following definitions shall apply to this CONTRACT except where the context otherwise requires.

1.1 AFFILIATE (in respect of SHELL) means

- (a) (i) Royal Dutch Shell plc and (ii) any company (other than SHELL), which is from time to time directly or indirectly controlled by Royal Dutch Shell plc

For this purpose:-

- (1) a company is directly controlled by another company or companies if that latter company owns or those latter companies together own fifty percent (50%) or more of the voting rights attached to the ownership interest of the first mentioned company; and
- (2) a company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series
- (b) any company which is managed or operated by a company as defined in (a) above and/or has a service agreement with SHELL and/or another company as defined under (a) above, pursuant to which it pays on a cost sharing or recovery basis a proportion of certain of the costs of SHELL or such other company.

1.2 CONFIDENTIAL INFORMATION shall mean all knowledge, data or information of whatever nature (including without limitation technical information and/or know-how) at any time disclosed to or acquired by the RECIPIENT directly or indirectly from SHELL or any AFFILIATES of SHELL in writing, in drawings, in computer programs or in any other way.

1.3 CONTRACT shall mean this contract for the donation of GOODS and any Appendices thereto.

- 1.4 GOODS shall mean the goods and/or equipment donated by SHELL to the RECIPIENT, as further described in **Appendix 1**.
- 1.5 INTELLECTUAL PROPERTY RIGHTS shall mean all patents, copyright, database rights, design rights, know-how, trade marks and service marks (all whether registered or not and including all applications for any of them and all equivalent rights in all parts of the world) and all rights of confidence, whenever and however arising for their full term and including all renewals and extensions.
- 1.6 PERSONNEL means all individuals, employees, officers, directors, servants, consultants, agents or sub-contractors acting for or on behalf of the relevant party or otherwise under the relevant party's direction and control with respect to the performance of the CONTRACT. The term PERSONNEL will consist of SHELL PERSONNEL or RECIPIENT PERSONNEL where the context requires.
- 1.7 REMOVAL DATE shall mean the date, specified in **Appendix 2**, for removal of the GOODS from the REMOVAL SITE by RECIPIENT.
- 1.8 REMOVAL SITE shall be the address for the collection and removal of the GOODS by the RECIPIENT, as specified in **Appendix 2**.

ARTICLE 2 – SCOPE OF CONTRACT

- 2.1 This CONTRACT sets forth the terms and conditions for SHELL donating to the RECIPIENT the GOODS described in **Appendix 1**. This transaction does not constitute a sale of the GOODS. No monetary consideration shall be due to SHELL under the terms of this CONTRACT.
- 2.2 Unless otherwise specifically stated in the CONTRACT, SHELL shall have no obligation or responsibility to provide any support or training with respect to the GOODS.
- 2.3 The RECIPIENT shall not assign the CONTRACT or any part of it or any benefit or interest in or under it without the prior written consent of SHELL.

ARTICLE 3 – REMOVAL OF THE GOODS

- 3.1 The RECIPIENT shall collect and remove the GOODS from the REMOVAL SITE on the REMOVAL DATE.
- 3.2 The dismantling (if any), collection and removal of the GOODS from the REMOVAL SITE shall be carried out by the RECIPIENT at its own cost, risk, liability and expense in compliance with the provisions of this CONTRACT. Throughout the dismantling (if any), collection and removal of the GOODS, the RECIPIENT shall operate, and shall cause all RECIPIENT PERSONNEL to operate, with the utmost care for the health and safety of RECIPIENT PERSONNEL, SHELL PERSONNEL and third parties, as well as for the environment, and in accordance with SHELL's Health, Safety, Security and Environment Regulations which shall be provided to the RECIPIENT and its PERSONNEL upon arrival at the REMOVAL SITE.
- 3.3 The RECIPIENT shall be responsible for the transport to and assembly/installation of the GOODS at the RECIPIENT's premises and the costs related thereto. The RECIPIENT shall further be responsible for any modification to its premises and devices for installation of the GOODS at its premises and the costs related thereto.
- 3.4 Failure to remove the GOODS by the REMOVAL DATE may, at SHELL's sole option, result in termination of the CONTRACT, at no cost or liability to SHELL. In such case, SHELL will have the right to remove the (remaining) GOODS and dispose of them in any way it sees fit.

ARTICLE 4 – TITLE AND RISK

- 4.1 Title and risk in the GOODS shall pass to the RECIPIENT upon the commencement of the dismantling (if any), collection or removal of the GOODS, whichever is the earliest.

ARTICLE 5 – DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 5.1 The GOODS are donated to the RECIPIENT on an “as is” basis, and SHELL makes no warranties or representations, either express or implied, including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for any particular purpose.
- 5.2 UNDER NO CIRCUMSTANCES WILL SHELL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWSOEVER ARISING AS A RESULT OF OR RELATED TO THIS CONTRACT OR THE DONATION OR USE OF THE GOODS, INCLUDING THE EFFECTS OF ANY RESULTS OR PRODUCTS THAT MAY BE DERIVED BY THE RECIPIENT BY SUCH USE.

ARTICLE 6 – RECIPIENT’S RESPONSIBILITIES AND INDEMNITIES

- 6.1 AS FROM THE MOMENT OF TRANSFER OF TITLE AND RISK IN THE GOODS TO THE RECIPIENT, THE RECIPIENT SHALL SAVE, INDEMNIFY, DEFEND AND HOLD HARMLESS SHELL, SHELL PERSONNEL, AFFILIATES OF SHELL AND PERSONNEL OF SAID AFFILIATES AGAINST ALL CLAIMS, PROCEEDINGS, LIABILITIES, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL COSTS) AND EXPENSES WHATSOEVER AND HOWSOEVER ARISING OUT OF OR RESULTING FROM OR IN CONNECTION WITH THE USE, POSSESSION OR TRANSFER OF THE GOODS BY THE RECIPIENT, WHETHER OR NOT THE NEGLIGENCE OF SHELL AND/OR SHELL PERSONNEL CAUSED OR CONTRIBUTED TO SUCH LOSS OR DAMAGE.

ARTICLE 7 – COMPLIANCE WITH LAWS

- 7.1 The RECIPIENT hereby certifies that in carrying out its obligations under the CONTRACT, it is familiar with and shall comply with all applicable laws, rules and regulations, including regulations governing the export and re-export of goods, technology, software, information and/or services.

- 7.2 Without prejudice to the generality of **Article 7.1**, the RECIPIENT is put on notice that the GOODS and any CONFIDENTIAL INFORMATION disclosed to the RECIPIENT hereunder comprise technology and/or software that may be of United States of America origin and are therefore subject to the U.S. Export Administration Regulations (the “Regulations”) issued by the U.S. Department of Commerce.

The RECIPIENT hereby certifies that neither the GOODS and/or any CONFIDENTIAL INFORMATION, nor the direct product of any technology comprised in the GOODS and/or in the CONFIDENTIAL INFORMATION, is intended to be shipped, either directly or indirectly, to any country, company or person or for any end-use as may be prohibited under the Regulations as they now exist or may be amended.

The RECIPIENT undertakes that the GOODS which are the subject of this CONTRACT shall be exclusively for the RECIPIENT’s own use (or shall be disposed of in and for use only in countries for which no embargoes exist and for which no U.S. export licence is required under the Regulations). In the event of disposal, the RECIPIENT is required to obtain a similar undertaking from the subsequent owner.

- 7.3 The RECIPIENT shall, at its own cost, obtain all licences, permits, temporary permits and authorisations required by any applicable laws, rules and regulations for the performance of the CONTRACT, including any recycling or take-back programs applicable to the GOODS.
- 7.4 The RECIPIENT shall be solely responsible and liable for the payment of any and all international and local sales, use, value-added and excise taxes, and any other taxes or duties of any nature whatsoever assessed upon or with respect to the GOODS donated under this CONTRACT or otherwise arising from this CONTRACT.
- 7.5 The RECIPIENT shall defend, indemnify and hold SHELL harmless for all costs and expenses resulting from its failure to comply with its obligations under this **Article 7**.

ARTICLE 8 – CONFIDENTIAL INFORMATION

- 8.1 The RECIPIENT acknowledges that it may receive CONFIDENTIAL INFORMATION in connection with the donation of the GOODS. The RECIPIENT shall not disclose any CONFIDENTIAL INFORMATION to any third party and shall not use any CONFIDENTIAL INFORMATION except for the installation and/or operation of the GOODS for the RECIPIENT's normal business practices.
- 8.2 The RECIPIENT acknowledges and agrees that any CONFIDENTIAL INFORMATION disclosed to the RECIPIENT shall be disclosed on an "as is" basis, and neither SHELL nor any AFFILIATE of SHELL makes any representation or gives any warranty as to the accuracy of CONFIDENTIAL INFORMATION or as to its satisfactory quality, fitness or suitability for the RECIPIENT's purpose. The RECIPIENT receives and uses CONFIDENTIAL INFORMATION at its own risk.

ARTICLE 9 – INTELLECTUAL PROPERTY

- 9.1 SHELL does not hereby transfer any INTELLECTUAL PROPERTY RIGHTS relating to the GOODS or the use thereof and does not hereby transfer any rights in the CONFIDENTIAL INFORMATION and/or the use thereof save as set out in **Article 8** above.
- 9.2 The RECIPIENT shall save, indemnify, defend and hold harmless SHELL and any AFFILIATES of SHELL from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any INTELLECTUAL PROPERTY RIGHTS, arising out of or in connection with the use, possession or transfer of the GOODS and/or CONFIDENTIAL INFORMATION by the RECIPIENT.

ARTICLE 10 – INVALIDITY AND SEVERABILITY

- 10.1 If any provision of this CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

ARTICLE 11 – ENTIRE AGREEMENT

- 11.1 The CONTRACT constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements related to the CONTRACT, either written or oral. No amendments to the CONTRACT shall be effective unless evidenced in writing and signed by the parties to the CONTRACT.

ARTICLE 12 – APPLICABLE LAW AND JURISDICTION

- 12.1 The substantive laws of the State of Texas, without regard to conflicts of laws principles that would require application of any other law, shall govern all matters arising out of, or relating to, this CONTRACT.
- 12.2 2 Any dispute arising out of or relating to this Agreement, including without limitation its validity, interpretation, formation, construction, breach, performance, termination and enforcement ("Dispute") shall be resolved in accordance with this Clause, which provides the sole and exclusive procedures for resolution, except if either or both parties are sued by a third party (not bound by this Agreement) in a court proceeding, each party can assert any indemnity claim or any other claim against the other arising out of or relating to this Agreement in the court proceeding.
- 12.3 The parties shall endeavor to resolve any Dispute by mediation under the International Institute for Conflict Prevention and Resolution ("CPR") Mediation Procedure in effect on the date of this Agreement ("CPR Mediation Procedure"), except as modified herein, by one party serving a written request on the other. The mediation shall be held in Houston, Texas. If the Dispute is not resolved within 60 days of the initial written request for mediation, or sooner if the mediation

is terminated under the CPR Mediation Procedure before such time, there shall be no further obligation to mediate.

- 12.4 Any Dispute that remains unresolved 60 days after a written request for mediation, or sooner if the mediation is terminated under the CPR Mediation Procedure before such time, shall be finally resolved by arbitration under the CPR Rules for Non-Administered Arbitration in effect on the date of this Agreement ("Rules"), which are incorporated except as modified herein. Arbitration shall be commenced within two years of the date of the underlying activities giving rise to the dispute except that this period of limitations shall be tolled during the mediation phase specified above. The parties hereby waive their right to arbitrate or contest in any forum disputes arising outside this two-year period, notwithstanding any longer periods generally available under any otherwise applicable statute, common law or other authority.

If no party has demanded damages greater than U.S. \$5.0 million, and no party has demanded non-monetary relief, there shall be one arbitrator chosen in accordance with Rule 6.4 of the Rules. Otherwise, there shall be three arbitrators, of whom each party shall select one arbitrator and thereafter those two arbitrators shall together select the third arbitrator. If the party-appointed arbitrators fail to agree on the third arbitrator within 30 days of the selection of the last party-appointed arbitrator, the third arbitrator shall be appointed in accordance with the Rules. Hereinafter, "arbitrator(s)" will be referred to as "Tribunal."

Discovery shall be permitted only to the extent, if any, expressly authorized by the Tribunal upon a showing of substantial need by the party seeking discovery. In resolving any discovery dispute, the Tribunal shall require a requesting party to justify the time and expense that its request may involve, and may condition granting a request on payment of part or all of the cost by the party seeking the information. The parties agree that the decisions of the Tribunal with respect to discovery are final and binding and waive any right to later challenge an arbitral award on that basis under the Federal Arbitration Act or other applicable law.

The place of arbitration shall be Houston, Texas. The Tribunal shall be bound by the Governing Law Clause 12.1. There shall be no right or authority for any claims to be arbitrated on a class action basis. The Tribunal shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability or formation of Clause 12.4, including but not limited to any claim that all or any part of the Clause is void or voidable. Hearings shall be held on consecutive days without interruption, absent unusual circumstances. The Tribunal shall endeavor to issue an award within eight (8) months of the appointment of the last arbitrator, but failure to meet that timetable shall not affect the validity of the award. Judgment upon the award rendered by the Tribunal may be entered by any court having jurisdiction.

IN WITNESS WHEREOF

The parties have caused this CONTRACT to be signed in duplicate original by duly authorised representatives and on the dates indicated below.

For and on behalf of the City of Deer Park

.....(Date)

Signature:

Name (print):

Title:

For and on behalf of Shell Deer Park Refining Company

.....(Date)

Signature:

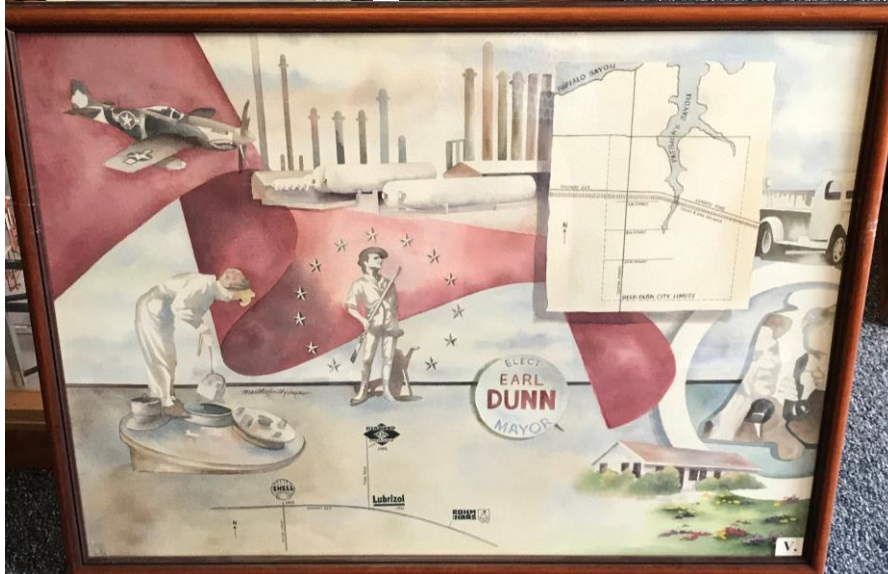
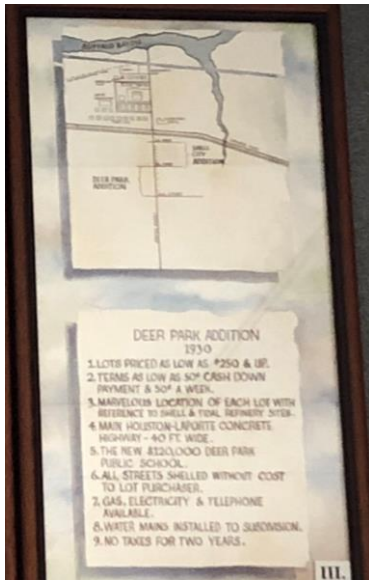
Name (print):

Title:

APPENDIX 1

DESCRIPTION OF THE GOODS





APPENDIX 2

COLLECTION AND REMOVAL OF THE GOODS

1. The REMOVAL DATE shall be the week of May 21, 2019
2. The REMOVAL SITE shall be City of Deer Park, City Hall



Legislation Details (With Text)

File #: AUT 19-029 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 5/22/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Consideration of and action on authorizing the purchase of roof repairs from Atlas Universal Roofing, Inc through Choice Facility Partners Cooperative Member # 18/060JN-01 for roof repairs at Earl Dunn Gymnasium.

Sponsors:

Indexes:

Code sections:

Attachments: [20090521-Deer Park - Earl Dunn Gym Roof Rehabilitation - Proposal Package](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on authorizing the purchase of roof repairs from Atlas Universal Roofing, Inc through Choice Facility Partners Cooperative Member # 18/060JN-01 for roof repairs at Earl Dunn Gymnasium.

Repair roof of the Earl Dunn Gymnasium with properly cleaning and drying the roof, seal horizontal seams with seam sealer, seal any loose or rusted fasteners, install aluminatation at approximately 2 gal per sq, and a 5 year quality assurance warranty.

\$200,000 is budgeted in the Capital Improvement Funds in account number 90-413-4902. The cost for the roof repairs to the Earl Dunn Gymnasium with Atlas Universal Roofing, Inc will be \$74,171.

Authorize purchase of roof repairs from Atlas Universal Roofing, Inc. through Choice Facility Partners Cooperative Member # 18/060JN-01 for roof repairs at Earl Dunn Gymnasium.

David M. Naber, Senior Technical Consultant
281.235.8977 | dnaber@tremcoinc.com

Gregory E. Martin, Technical Consultant & LEED AP
281.450.3575 | gemartin@tremcoinc.com

May 21, 2019

Dawn Crenshaw
City of Deer Park
610 E San Augustine
Deer Park, Texas 77536

Re: Community Center and Earl Dunn Gymnasium

Dear Ms. Crenshaw,

Please see the provided project information for your roofing solution for the Community Center and Earl Dunn Gymnasium.

Included within this correspondence is a narrative of the existing conditions, recommendations for bringing the roof assemblies to acceptable and functional condition, not to exceed cost estimates, and product data information.

The objective of these efforts is to understand all facets of the roofing assembly and related building components. Then, provide a technical solution that will reconcile the issues, internal leakage and extend the service life of the building.

We developed (2) options for the Gymnasium Roof F and both options were based on service life we have provided a (5) year repair option and a (20) year retrofit application which includes updated plumbing to eliminate the internal gutter and provide proper plumbing, roof drains, and crickets. Roof E has a fluid applied application currently and will be re sealed and have an additional coat installed as part of either option.

We developed (1) option to provide repair and maintenance procedures to the roof areas noted at areas A and B. Please see the below scope for further detail.

1. Earl Dunn Gymnasium

a. Option #1 – (5) Year Fluid Applied Solution – Roof Areas E and F

- i.** Provide pre-construction analysis of the roof structure to determine the extent of corrosion within the assembly. The intended purpose of this analysis is to fully understand the condition of these structural member prior to construction and reduce delays during construction.
- ii.** Mobilize, stage, load and set up, (safety may be a combination of but not limited to, temporary anchor system, warning line/monitor with life lines set up in a fall restraint method.

- iii. Prepare the existing surface in accordance with the surface preparation standards noted in SSPC SP-1 (Cleaning) and SSPC SP-2 (Hand Tooling) to provide a suitable surface for coating adhesion.
- iv. Check all fasteners, tighten or replace loose fasteners with oversized fasteners and seal.
- v. Provide a 3-course application of Geoguard Seamsealer and 4" PermaFab to ridge vent and vertical rake seams.
- vi. Apply Alumination 301 reflective coating at a film thickness of 32 WFT.
- vii. Clean up, download, dispose fall debris in proper receptacle and demobilize.

b. Option #2 – Single Ply Metal Roof Retrofit with Plumbing Upgrades – 20-year Warranty Roof Area F

- i. Installation of new mechanically attached treated lumber perimeter and projection blocking.
- ii. The elevation of the perimeter wood blocking must meet the final installed elevation of the top surface of the thermal insulation and gypsum substrates. Adjust the perimeter wood block to promote positive drainage and accommodate tapered insulation.
- iii. Pre-secure one layer of 1" Polyisocyanurate insulation to the metal deck.
- iv. Mechanically fasten a top layer 1/2" Tremco Dens Deck board insulation. Attachment shall conform to the ASCE 7 criteria for wind uplift as dictated by wind zone of the building location.
- v. Installation of one (1) ply of a smooth surfaced, reinforced membrane, Heavy Duty Base, shingle fashion in a Tremco Premium IV hot melt adhesive.
- vi. Over the prepared surfaces install one (1) base layer of Polyisocyanurate insulation within the field of the existing steel panel. Match or slightly exceed the elevation of the adjoining rib detail. Cross directionally install one (1) top layer of .5" Dens Deck Sheathing Primed. Stagger all joints. Simultaneously pre-secure. Frequency of fastener spacing: Field of the roof: 8 fasteners per 32 sf. Perimeters of roof: 8 fasteners per 32 sf. Corners of roof: 8 fasteners per 32 sf. Install all layers in a configuration that promotes smooth transition onto the adjoining surfaces.
- vii. Install new plumbing system to include three (3) new drains and new plumbing trunk line to properly drain the new TPA system. Include tapered cricket insulation between the drains.
- viii. Installation of new mechanically attached 60 Mil Tri Polymer Alloy (TPA) Thermoplastic Roof Membrane, by Tremco Incorporated, to the entire field of the roof.
- ix. Installation of new fully adhered Tri Polymer Alloy (TPA) Thermoplastic Flashing to the all vertical surfaces and horizontal stripping ply. Frame up the walls with new treated plywood new wood nailers at the parapet walls.
- x. Fabricate and install new twenty-four (24) gauge Tri Polymer Alloy (TPA) coated galvanized steel perimeter metal edging, pitch pans, and other related metal flashing components, which tie-into the new roofing membrane
- xi. Fabricate and install new twenty four (24) gauge Kynar pre-finished galvanized steel perimeter and projection flashing components which are not in direct contact with the TPA thermoplastic membrane, including,

fascia, trim, collector heads, downspouts, external mounted gutters, slip flashing, counter flashing, expansion joint covers, coping and other related metal flashing components not specifically noted.

2. Community Center – Roof Areas A and B

a. Built-Up Roof (BUR) - East Side Roof A

- i.** Spud entire perimeter and install composite ply flashing set in cold adhesive.
- ii.** Install new flood coat over repair area and embed aggregate surfacing.
- iii.** Install Alumination on all base flashing.
- iv.** Replace the expansion joint metal.

b. Modified Bitumen (MB) - West Side – Roof B

- i.** Properly prepare entire perimeter and Alpha Guard fluid applied system.
- ii.** Install the Alpha Guard System on all base flashing.
- iii.** Clean construction related debris

Each assembly will be installed in accordance with the Primary Manufacturer's Installation Guidelines.

Please see the attached proposals from a first in class certified applicator for the scope items noted. The provided pricing includes the utilization of a Cooperative Purchasing vehicle to allow for expedited procurement. This procurement method provides a legally approved transparent means for the purchasing of these work items.

Thank you for your interest in Tremco. If you or your organization has further needs or questions related to the information outlined within this report, we may be reached at the telephone number referenced above. We look forward to serving you.

Sincerely,

Gregory E. Martin
Tremco Incorporated

cc:

David M. Naber, Tremco Incorporated



TREMCO

David M. Naber
281.235.8977

Gregory E. Martin
281.450.3575

**Community Center and Earl Dunn Gymnasium
610 San Augustine Street
Deer Park, TX 77536**

Revision Date:

Not issued for construction

Issued Date:

May 21, 2019 - **75% Draft**

Drawn By:

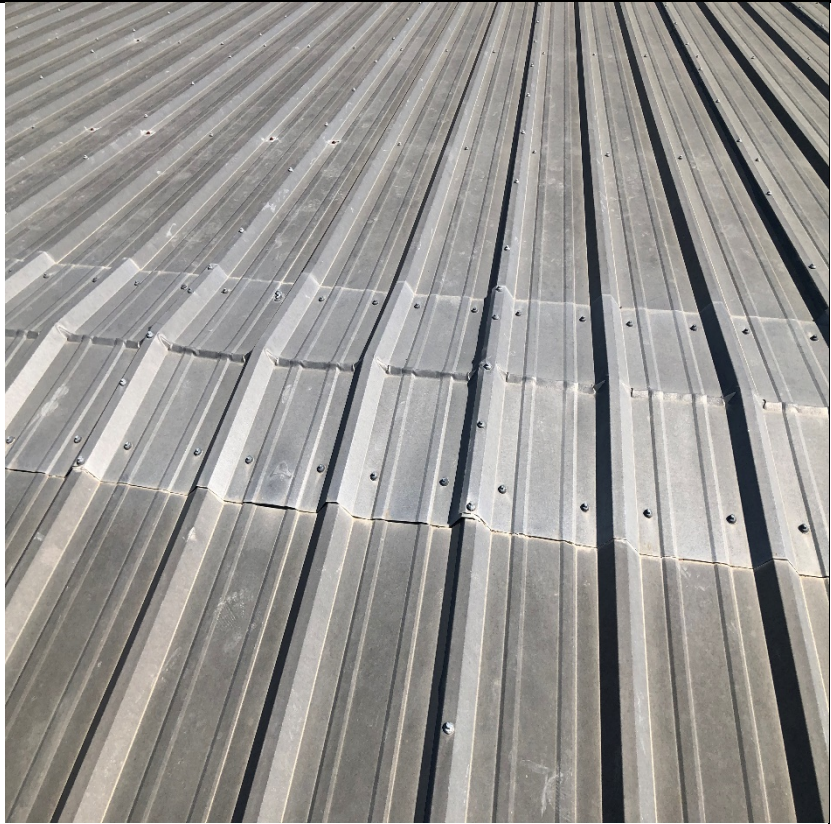
GEM

Copyright:

Tremco Incorporated, 2019

Title:

Condition Photos – Roof E and F



TREMCO

David M. Naber
281.235.8977

Gregory E. Martin
281.450.3575

**Community Center and Earl Dunn Gymnasium
610 San Augustine Street
Deer Park, TX 77536**

Revision Date:

Not issued for construction

Issued Date:

May 21, 2019 - **75% Draft**

Drawn By:

GEM

Copyright:

Tremco Incorporated, 2019

Title:

Condition Photos – Roof F

ATLAS UNIVERSAL ROOFING, INC.

735 W. Tidwell, Suite A * HOUSTON, TEXAS 77091
PHONE (713) 695-1626 FAX (713) 695-1654

May 20, 2019

City of Deer Park
710 San Augustine
Deer Park, TX

Choice Facility Partners
Member # 18/060JN-01

RE: City of Deer Park – Earl Dunn Gym / Community Center

Having carefully examined the instructions to proposers, project specifications, drawings, we propose to furnish all labor, materials, equipment required to accomplish the work in accordance with contract documents for the following projects.

EARL DUNNE GYM

A. TPA Roof System – Roof F Option 2

1. Installation of new mechanically attached treated lumber perimeter and projection blocking.
The elevation of the perimeter wood blocking must meet the final installed elevation of the top surface of the thermal insulation and gypsum substrates. Adjust the perimeter wood block to promote positive drainage and accommodate tapered insulation.
2. Presecure one layer of 1" Polyisocyanurate insulation to the metal deck.
3. Mechanically fasten a top layer 0.5" Tremco Dens Deck board insulation. Attachment shall conform to the ASCE 7 criteria for wind uplift as dictated by wind zone of the building location.
4. Installation of one (1) ply of a smooth surfaced, reinforced membrane, Heavy Duty Base, shingle fashion in a Tremco Premium IV hot melt adhesive.
5. Over the prepared surfaces install one (1) base layer of Polyisocyanurate insulation within the field of the existing steel panel. Match or slightly exceed the elevation of the adjoining rib detail. Cross directionally install one (1) top layer of .5" Dens Deck Sheathing Primed. Stagger all joints. Simultaneously pre-secure. Frequency of fastener spacing: Field of the roof: 8 fasteners per 32 sf. Perimeters of roof: 8 fasteners per 32 sf. Corners of roof: 8 fasteners per 32 sf. Install all layers in a configuration that promotes smooth transition onto the adjoining surfaces.
6. Install new plumbing system to include three (3) new drains and new plumbing trunkline to properly drain the new TPA system. Include tapered cricket insulation between the drains.
7. Installation of new mechanically attached 60 Mil Tri Polymer Alloy (TPA) Thermoplastic Roof Membrane, by Tremco Incorporated, to the entire field of the roof.
8. Installation of new fully adhered Tri Polymer Alloy (TPA) Thermoplastic Flashing to the all vertical surfaces and horizontal stripping ply. Frame up the walls with new treated plywood new wood nailers at the parapet walls.
9. Fabricate and install new twenty four (24) gauge Tri Polymer Alloy (TPA) coated galvanized steel perimeter metal edging, pitch pans, and other related metal flashing components, which tie-into the new roofing membrane.
10. Fabricate and install new twenty four (24) gauge Kynar pre-finished galvanized steel perimeter and projection flashing components which are not in direct contact with the TPA thermoplastic membrane,
11. including, fascia, trim, collector heads, downspouts, external mounted gutters, slip flashing, counter
12. flashing, expansion joint covers, coping and other related metal flashing components not specifically noted.
13. Total System Warranty - Provide a 20 Year Quality Assurance Warranty.

Proposal (TPA Roof System) \$237,141

B. Fluid Applied Roof System Roof E and F Option 1

1. Properly clean and dry roof surface.
2. Seal horizontal seams with Seam Sealer.
3. Seal any loose or rusted fasteners.
4. Install Alumination at approximately 2 gal per sq.
5. Warranty - Provide a 5 Year Quality Assurance Warranty.

Proposal (Fluid Applied) \$74,171

COMMUNITY CENTER

Roof Repairs

Built-Up Roof (BUR) - East Side

- 1) Spud entire perimeter and install composite ply flashing set in cold adhesive.
- 2) Install new flood coat over repair area and embed aggregate surfacing.
- 3) Install Alumination on all base flashing.
- 4) Replace the expansion joint metal.

Modified Bitumen (MB) - West Side

- 1) Properly prepare entire perimeter and AlphaGuard fluid applied system.
- 2) Install the AlphaGuard System on all base flashing.
- 3) Clean construction related debris.

Proposal (Fluid Applied) \$41,696

Sincerely Submitted,



JUSTIN PRICE
ATLAS UNIVERSAL, INC.
281-235-9148 (cell)



Legislation Details (With Text)

File #: AUT 19-028 **Version:** 1 **Name:**
Type: Authorization **Status:** Agenda Ready
File created: 5/22/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Consideration of and action on authorizing the purchase of HVAC repairs at the Municipal Courts & Theatre Building from Johnson Controls through TIPS Contract #18010101.

Sponsors:

Indexes:

Code sections:

Attachments: [EnergyGuard Resistance List Aluminium-Green-Yellow](#)
[YLAA DWG](#)
[EnergyGuardFlyer-New](#)
[Performance Sheet](#)
[City of Deer Park Municipal Building Chiller Replacement Proposal REV01](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on authorizing the purchase of HVAC repairs at the Municipal Courts & Theatre Building from Johnson Controls through TIPS Contract #18010101.

Funds were appropriated for the Deer Park Community Center air conditioning unit for replacement. After further review and evaluation it has been determined that there is a greater need for replacement of an air conditioning unit at the Theatre / Courts Building. An assessment was done on the Community Center air conditioning unit and it was determined that it had a longevity at least for 2-3 more years which at that time the proposed new Community Center will be in construction and a new unit installed.

Funds were appropriated in 90-413-4902 for \$125,000 for HVAC Repairs at the Community Center and we are reallocating that amount for the Municipal Courts and Theatre Building.

The total cost for the new unit will be \$143,200. We will in addition use \$18,200 from funds that were appropriated to restore the roof at the Community Center. The Community Center roof will not need the total \$200,000 appropriation and will be used to replace the roof at the Early Dunn Gym.

Authorize purchase from Johnson Controls through TIPS Contract #18010101 for HVAC repairs at the Municipal Courts & Theatre Building.

DCC; Aluminum, Green, Yellow Resistance list

Resistance to various agents and particles has been tested in lab conditions. The issues of a warranty to a condenser by the EnergyGuard corrosion protection system will be subject to the exposure conditions simulated in this test.

Values are based on average concentrations, at any doubts the R&D department should be consulted).

Attention!! Resistance is expressed by terms of vapors, not fluids. At exposure to fluids, cleaning agents, chemicals, process fluids or others, R&D department should be consulted.

< 10 ppm = Resistant to concentrations less than 10 ppm
 < 100 ppm = Resistant to concentrations less than 100 ppm
 All = resistant to all concentrations

ALKALINES

1. Ammonia
2. Ammoniacal solution
3. Caustic soda
4. Sodium hydroxyde
5. Caustic potassium
6. Potassium hydroxide
7. Lithium hydroxide
8. Calcium hydroxide
9. Magnesium hydroxide

< 10 ppm	< 100 ppm	All
	<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

ALCOHOLS

10. Methanol
11. Ethanol
12. Isopropanol
13. Butanol
14. Amyl alcohol
15. Benzyl alcohol
16. Diaceton alcohol DAA
17. Glycerine
18. Propanol
19. Pentanol

< 10 ppm	< 100 ppm	All
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

ALIPHATIC HYDROCARBONS

20. White spirit
21. Shellsol TD
22. Bitumen
23. Isopar G
24. Paraffine

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

DCC; Aluminum, Green, Yellow Resistance list

AMINES

25. Triethanolamine
26. Aniline sulphate
27. Hexamethylenetetraamine
28. Hexaandiamine
29. Phenylidiamine
30. Cyclohexylamine
31. Triethylamine
32. Aniline
33. Aniline chloride
34. Methylamine
35. Isoferondiamine
36. Diphenylmethanediamine

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

INORGANIC

37. Arsenic
38. Boric acid
39. Hydrogen carbonate
40. Chromic acid
41. Bromic acid
42. Hydrochloric acid
43. Hydrogen fluoride
44. Hydrogen sulphide
45. Nitric acid
46. Nitrous acid
47. Sulphuric acid
48. Sulphurous acid
49. Phosphoric acid
50. Perchloric acid
51. Selenic acid

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>		
		<input checked="" type="checkbox"/>

AROMATIC HYDROCARBONS

52. Xylene
53. Toluene
54. Asphalt
55. Anthracene
56. Benzapherene
57. Gumlac
58. Benzene
59. Naphtha
60. Naftalene
61. Terpenes

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

DCC; Aluminum, Green, Yellow Resistance list

FUELS AND OILS

- 62. Diesel
- 63. Fuel oil
- 64. Petrol
- 65. Super petrol
- 66. Lubricating oils
- 67. Kerosene
- 68. Sferic oils
- 69. LPG
- 70. Mineral oils
- 71. Animal oils
- 72. Ethric oils
- 73. Vegetable oils
- 74. Butane
- 75. Acetylene
- 76. Methane

< 10 ppm	< 100 ppm	All
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

ETHERS

- 77. Diethyl ether
- 78. Acetic ether

< 10 ppm	< 100 ppm	All
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		

ESTERS

- 79. Ethyl acetate
- 80. Amyl acetate
- 81. Propyl acetate
- 82. Ethyl oxalate
- 83. Butyl acetate
- 84. Butyl propionate
- 85. Ethyl formiate
- 86. Ethyl benzoate

< 10 ppm	< 100 ppm	All
	<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>
		<input checked="" type="checkbox"/>

HALOGENATED HYDROCARBONS

- 87. 1.1.1.Trichloroethane
- 88. Methylenechloride
- 89. Methylbromide
- 90. Tetrachloromethane
- 91. Dichloromethane
- 92. Trichloroethylene
- 93. Perchloroethylene
- 94. Tetraiodicmethane
- 95. PCB

< 10 ppm	< 100 ppm	All
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>		

DCC; Aluminum, Green, Yellow Resistance list

KETONES AND ALDEHYDES

	< 10 ppm	< 100 ppm	All
96. Acetone		<input checked="" type="checkbox"/>	
97. Aceetaldehyde	<input checked="" type="checkbox"/>		
98. Benzaldehyde		<input checked="" type="checkbox"/>	
99. Formaldehyde	<input checked="" type="checkbox"/>		
100. Salicylaldehyde	<input checked="" type="checkbox"/>		
101. Diisobutylketone	<input checked="" type="checkbox"/>		
102. Methylisobutylketone	<input checked="" type="checkbox"/>		
103. Methyl ethylketone	<input checked="" type="checkbox"/>		
104. Butanol	<input checked="" type="checkbox"/>		
105. Crotonaldehyde	<input checked="" type="checkbox"/>		

SOFTENERS

	< 10 ppm	< 100 ppm	All
106. Palatinol C			<input checked="" type="checkbox"/>
107. Chloroparaffine 5XX vl.			<input checked="" type="checkbox"/>
108. Dioctylphosphate			<input checked="" type="checkbox"/>
109. Dibutylphosphate			<input checked="" type="checkbox"/>
110. Desavin			<input checked="" type="checkbox"/>
111. Disflamol TOF			<input checked="" type="checkbox"/>
112. Mesamol			<input checked="" type="checkbox"/>
113. Dinonylphenol			<input checked="" type="checkbox"/>

ORGANIC

	< 10 ppm	< 100 ppm	All
114. Acetic acid			<input checked="" type="checkbox"/>
115. Benzoic acid			<input checked="" type="checkbox"/>
116. Lactic acid			<input checked="" type="checkbox"/>
117. Phenols			<input checked="" type="checkbox"/>
118. Citric acid			<input checked="" type="checkbox"/>
119. Fatty acids			<input checked="" type="checkbox"/>
120. Formic acid	<input checked="" type="checkbox"/>		
121. Hydrocyanic acid			<input checked="" type="checkbox"/>
122. Malic acid			<input checked="" type="checkbox"/>
123. Margaric acid			<input checked="" type="checkbox"/>
124. Picric acid			<input checked="" type="checkbox"/>
125. Oleic acid			<input checked="" type="checkbox"/>
126. Oxalic acid			<input checked="" type="checkbox"/>
127. Sulphamic acid			<input checked="" type="checkbox"/>
128. Palmitic acid			<input checked="" type="checkbox"/>
129. Tannin			<input checked="" type="checkbox"/>
130. Phthalic acid			<input checked="" type="checkbox"/>
131. Propionic acid	<input checked="" type="checkbox"/>		
132. Salicylic acid			<input checked="" type="checkbox"/>
133. Stearic acid			<input checked="" type="checkbox"/>
134. Valeric acid			<input checked="" type="checkbox"/>

DCC; Aluminum, Green, Yellow Resistance list

SALTS AND WATER SOLUTIONS

		< 10 ppm	< 100 ppm	All
135.	Sodium salts			☑
136.	Potassium salts			☑
137.	Calcium salts			☑
138.	Aluminum salts			☑
139.	Ammonium salts			☑
140.	Barium salts			☑
141.	Copper salts			☑
142.	Lead salts			☑
143.	Lithium salts			☑
144.	Magnesium salts			☑
145.	Mercury salts			☑
146.	Lithopone			☑
147.	Arsenious compounds			☑
148.	Hydroquinone			☑
149.	Iron salts			☑
150.	Process water			☑
151.	Rain water			☑
152.	Sea water			☑
153.	Heavy water			☑
154.	Zinc salts			☑
155.	Tin salts			☑
156.	Silicon salts			☑
157.	Cement			☑
158.	Quarts			☑
159.	Dolomite			☑

DCC; Aluminum, Green, Yellow Resistance list

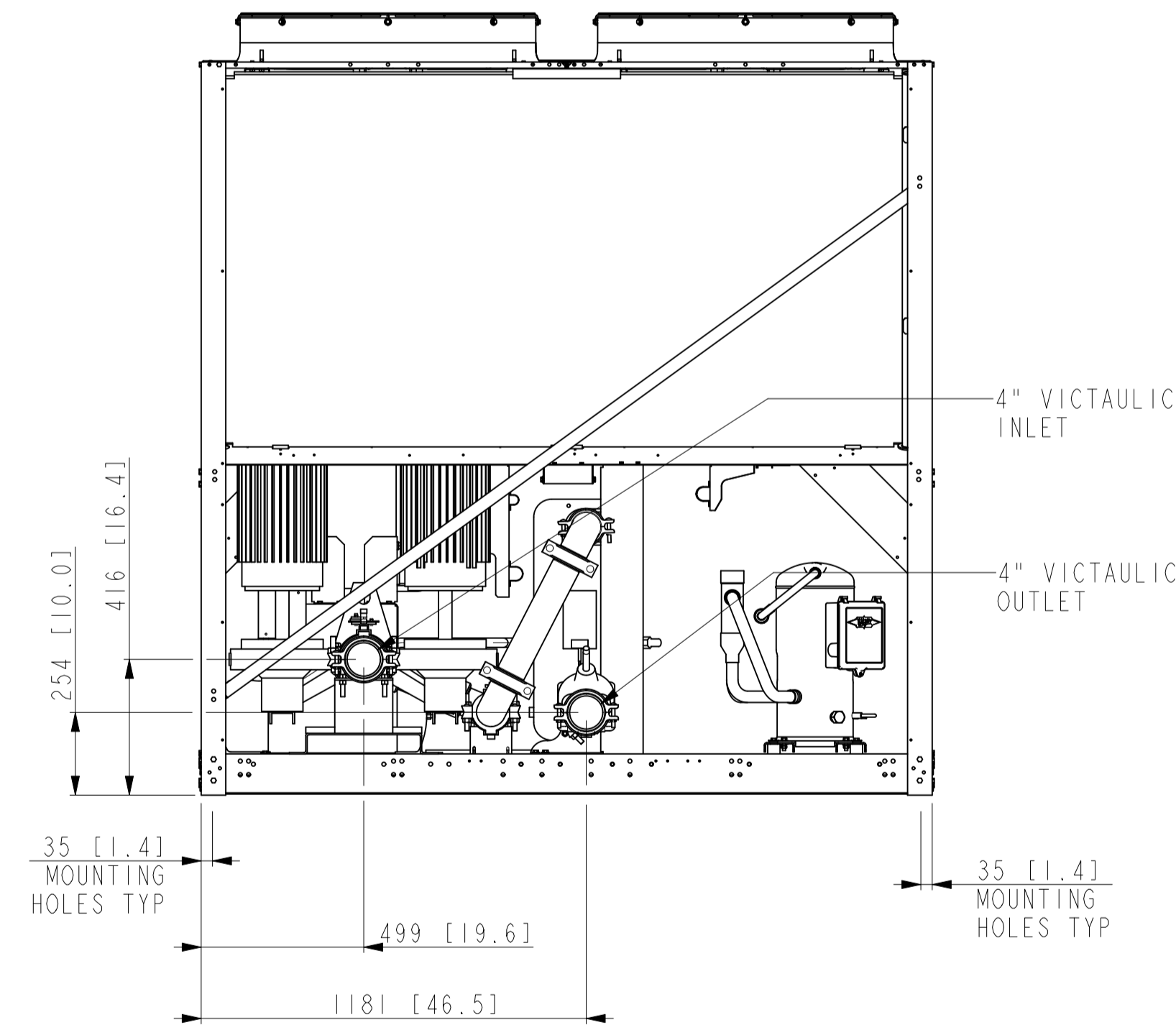
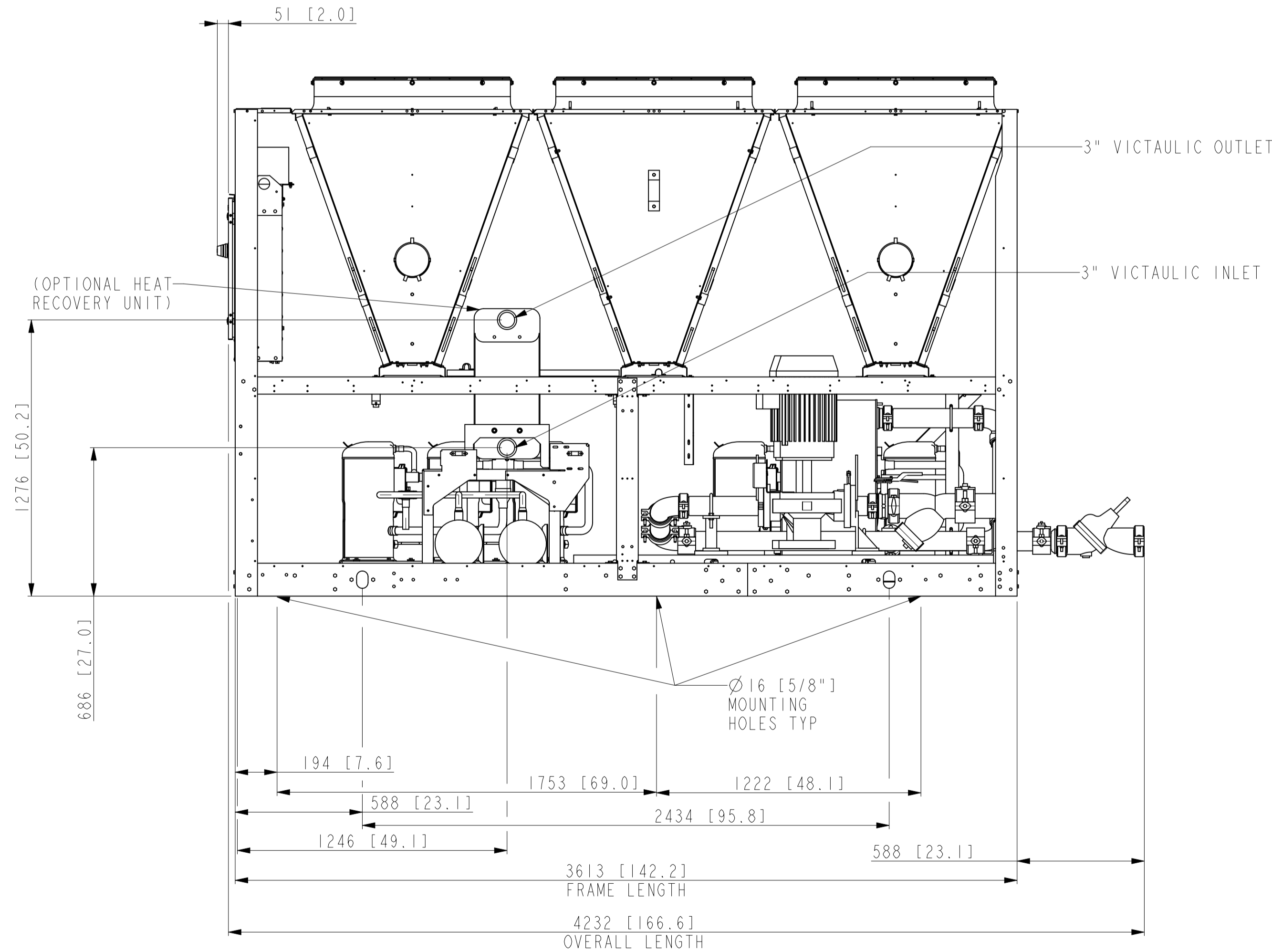
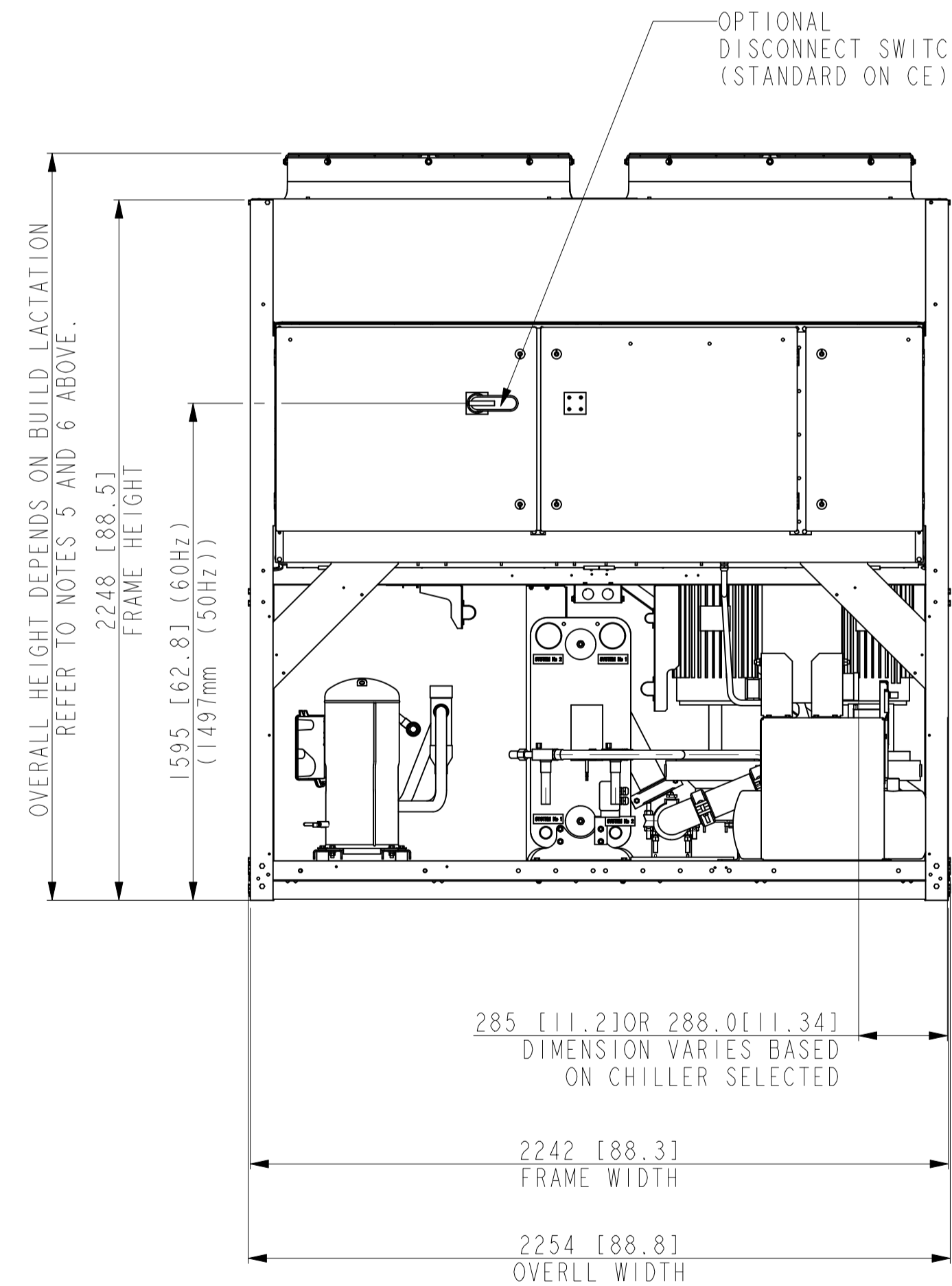
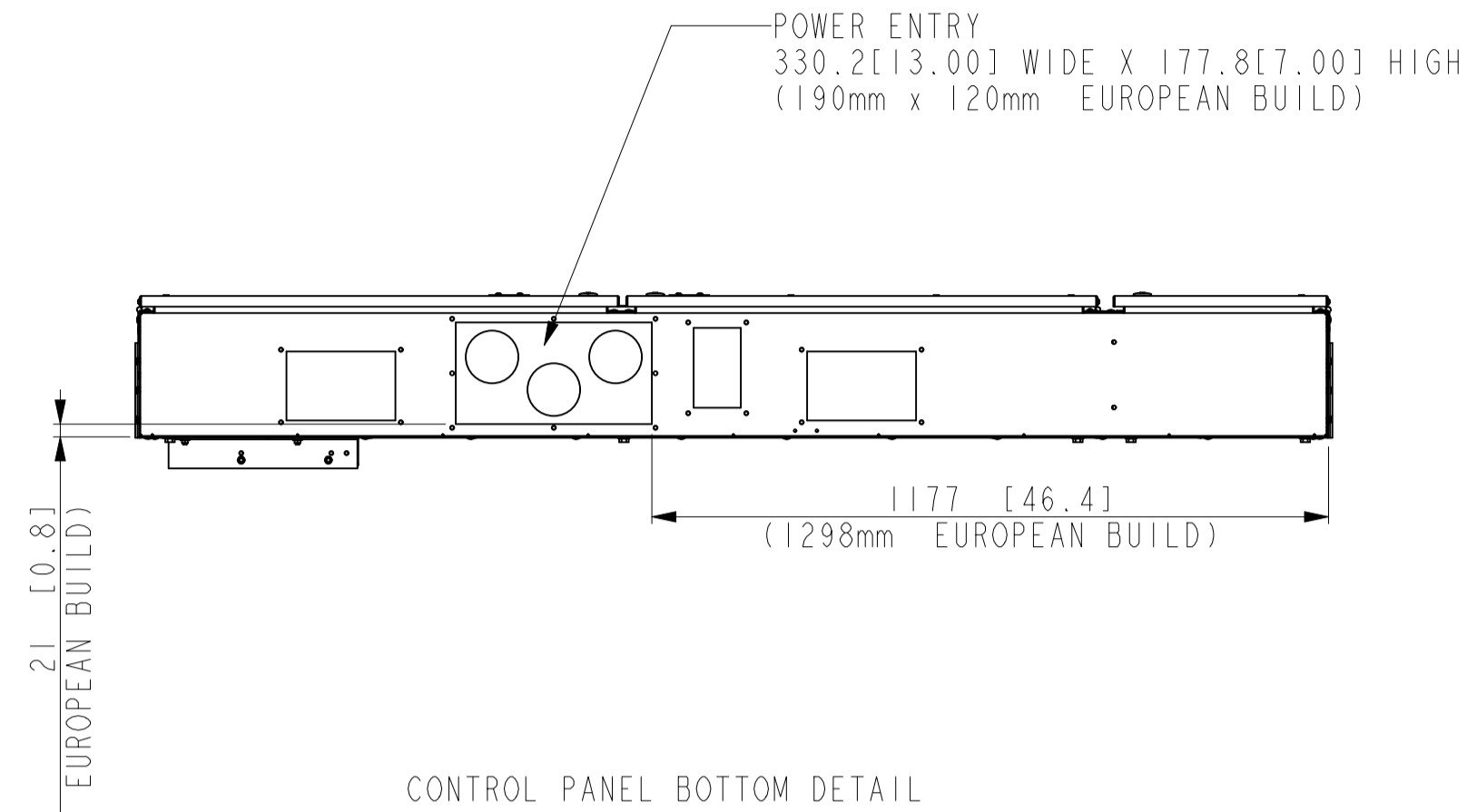
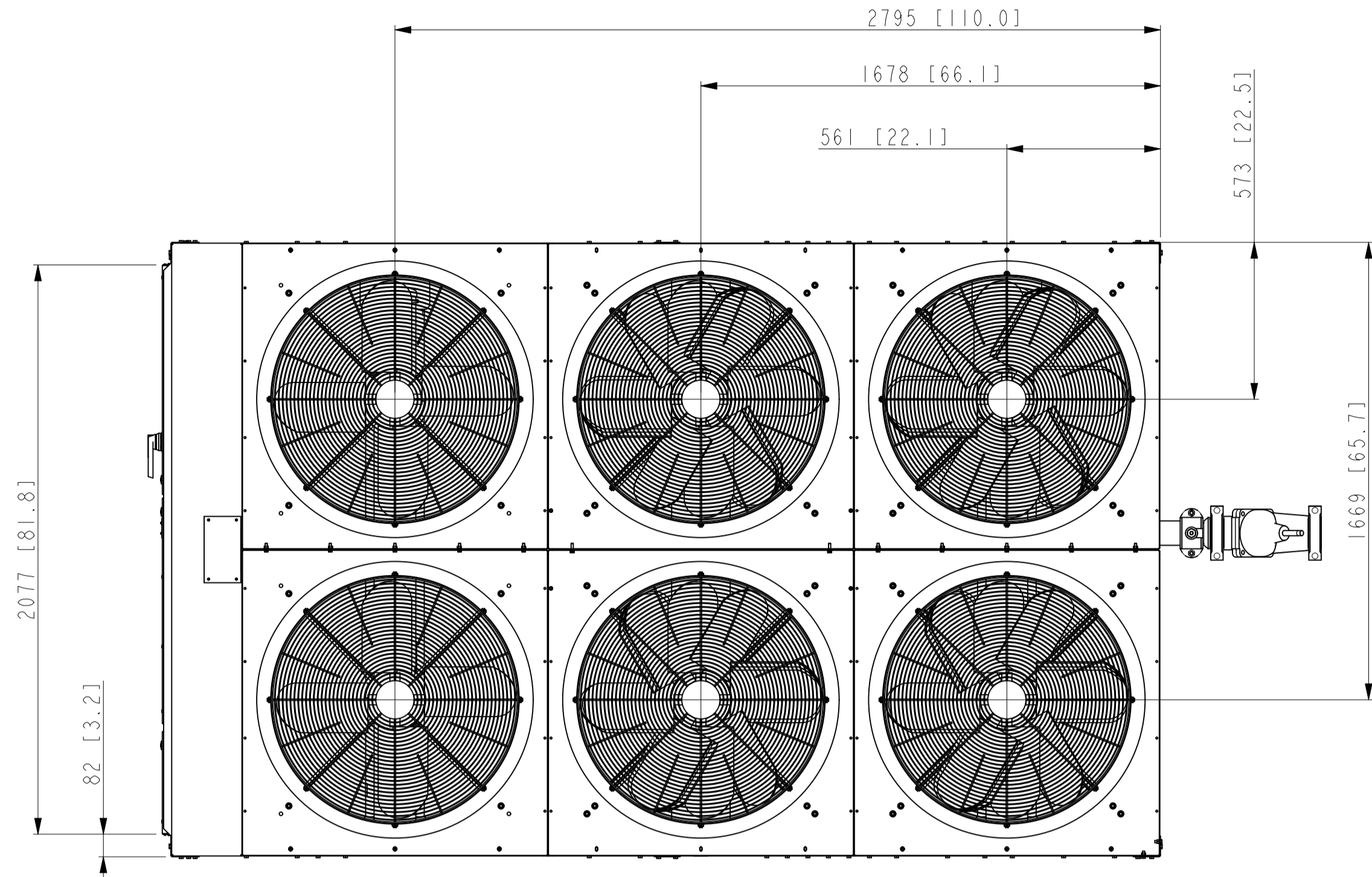
OTHER

		< 10 ppm	< 100 ppm	All
160.	Carbon disulphide		<input checked="" type="checkbox"/>	
161.	Carbon monoxide			<input checked="" type="checkbox"/>
162.	Carbon dioxide			<input checked="" type="checkbox"/>
163.	Nitrogen			<input checked="" type="checkbox"/>
164.	Nitrogen monoxide			<input checked="" type="checkbox"/>
165.	Nitrogen dioxide			<input checked="" type="checkbox"/>
166.	Hydrogen peroxide		<input checked="" type="checkbox"/>	
167.	Chlorine	<input checked="" type="checkbox"/>		
168.	Iodine	<input checked="" type="checkbox"/>		
169.	Iodine tincture		<input checked="" type="checkbox"/>	
170.	Bromic	<input checked="" type="checkbox"/>		
171.	East-Indian ink			<input checked="" type="checkbox"/>
172.	Phosphor			<input checked="" type="checkbox"/>
173.	Diphosphorpentoxyde	<input checked="" type="checkbox"/>		
174.	Zinc			<input checked="" type="checkbox"/>
175.	Glucose (syrup)			<input checked="" type="checkbox"/>
176.	Fructose			<input checked="" type="checkbox"/>
177.	Mercury			<input checked="" type="checkbox"/>
178.	Sulphur			<input checked="" type="checkbox"/>
179.	Sulphur dioxide			<input checked="" type="checkbox"/>
180.	Antimony			<input checked="" type="checkbox"/>
181.	Indole			<input checked="" type="checkbox"/>
182.	Nitroglycerine			<input checked="" type="checkbox"/>
183.	Hydrogen			<input checked="" type="checkbox"/>
184.	Epoxy resins			<input checked="" type="checkbox"/>
185.	Isocyanate			<input checked="" type="checkbox"/>
186.	Rubber			<input checked="" type="checkbox"/>
187.	Shellac			<input checked="" type="checkbox"/>
188.	Urea			<input checked="" type="checkbox"/>
189.	Thioureum			<input checked="" type="checkbox"/>
190.	Fruit essences			<input checked="" type="checkbox"/>
191.	Beer			<input checked="" type="checkbox"/>
192.	Flour products			<input checked="" type="checkbox"/>
193.	Corn			<input checked="" type="checkbox"/>
194.	Coffee			<input checked="" type="checkbox"/>
195.	Tea			<input checked="" type="checkbox"/>
196.	Liqueur			<input checked="" type="checkbox"/>
197.	Menthol			<input checked="" type="checkbox"/>
198.	Camphor			<input checked="" type="checkbox"/>
199.	Carbon			<input checked="" type="checkbox"/>
200.	Cellulose			<input checked="" type="checkbox"/>
201.	Cellulose acetate			<input checked="" type="checkbox"/>
202.	Nitrocellulose			<input checked="" type="checkbox"/>
203.	Methyl cellulose			<input checked="" type="checkbox"/>
204.	Cocoas			<input checked="" type="checkbox"/>
205.	Silicium			<input checked="" type="checkbox"/>
206.	Silicium carbide			<input checked="" type="checkbox"/>
207.	Viscose			<input checked="" type="checkbox"/>

DCC; Aluminum, Green, Yellow Resistance list

208.	Rescosinol	<input checked="" type="checkbox"/>
209.	Resins	<input checked="" type="checkbox"/>
210.	Tobacco	<input checked="" type="checkbox"/>
211.	Nicotine	<input checked="" type="checkbox"/>
212.	Trinitrobenzene	<input checked="" type="checkbox"/>
213.	Gelatin	<input checked="" type="checkbox"/>
214.	Printer's ink	<input checked="" type="checkbox"/>
215.	Milk	<input checked="" type="checkbox"/>
216.	Potato flour	<input checked="" type="checkbox"/>
217.	Vegetables	<input checked="" type="checkbox"/>
218.	Fruit	<input checked="" type="checkbox"/>
219.	Spices	<input checked="" type="checkbox"/>
220.	Honey	<input checked="" type="checkbox"/>
221.	Mustard	<input checked="" type="checkbox"/>
222.	Mayonnaise	<input checked="" type="checkbox"/>
223.	Tomato ketchup	<input checked="" type="checkbox"/>
224.	Curry	<input checked="" type="checkbox"/>
225.	Cacao	<input checked="" type="checkbox"/>
226.	Carbonated Soda	<input checked="" type="checkbox"/>
227.	Sauerkraut	<input checked="" type="checkbox"/>
228.	Blood	<input checked="" type="checkbox"/>

- NOTES:
1. PLACEMENT ON A LEVEL SURFACE FREE OF OBSTRUCTIONS (INCLUDING SNOW, FOR WINTER OPERATION) OR AIR RE-CIRCULATION ENSURES RATED PERFORMANCE, RELIABLE OPERATION AND EASE OF MAINTENANCE. SITE RESTRICTIONS MAY COMPROMISE MINIMUM CLEARANCES INDICATED BELOW, RESULTING IN UNPREDICTABLE AIR FLOW PATTERNS AND POSSIBLE DIMINISHED PERFORMANCE. JOHNSON CONTROLS UNIT CONTROLS WILL OPTIMIZE OPERATION WITHOUT NUISANCE HIGH PRESSURE SAFETY CUTOUT. HOWEVER, THE SYSTEM DESIGNER MUST CONSIDER POTENTIAL PERFORMANCE DEGRADATION.
 - 1.1. RECOMMENDED MINIMUM CLEARANCES:
 - 1.1.1. SIDE TO WALL - 1828.8mm[6']
 - 1.1.2. REAR TO WALL - 1828.8mm[6']
 - 1.1.3. CONTROL PANEL TO WALL - 1219.2mm[4']
 - 1.1.4. TOP - NO OBSTRUCTIONS ALLOWED.
 - 1.1.5. DISTANCE BETWEEN ADJACENT UNITS - 3048mm[10']
 - 1.1.6. NO MORE THAN ONE ADJACENT WALL MAY BE HIGHER THAN UNIT.
 2. WEIGHT AND CENTER OF GRAVITY - REFER TO AVM REPORT.
 3. INSTALLING CONTRACTOR MUST INCLUDE VENT AND DRAIN ACCOMMODATIONS IN CHILLED WATER PIPING NEAR THE EVAPORATOR.
 4. NUMBER OF COMPRESSORS MAY VARY FROM DRAWING.
 - 4.1. REFER TO YORKworks REPORTS.
 5. OVERALL HEIGHT OF UNIT IS 2394.6mm-[94.27"] ON MONTERREY, MEXICO AND SAN ANTONIO, TEXAS BUILDS AND EUROPEAN BUILDS (VSD FANS ONLY).
 6. OVERALL HEIGHT OF UNIT IS 2507.0mm-[98.70"] ON EUROPEAN BUILDS (STANDARD FANS ONLY).
 7. FOR MONTERREY, MEXICO, SAN ANTONIO, TEXAS AND EUROPEAN BUILDS ONLY.



THIS DRAWING PERTAINS TO THE FOLLOWING MODELS:		
YLAA 0092 HE	YLAA 0350 HE	YLAA 0391 HE
YLAA 0101 HE	YLAA 0390 HE	YLAA 0392 HE
YLAA 0115 SE	YLAA 0435 SE	
YLAA 0120 SE	YLAA 0485 SE	

REV.	DATE	EC. NO.	DR.	CHK.	ENG.
E	15-JAN-2018	DX17-0373	E.J	A.S	
NEW UNIT MODEL ADDED TO TABLE.					
CONTINUED					

ALL PROPRIETARY RIGHTS IN THE SUBJECT MATTER HEREOF ARE RESERVED AND NO PERMISSION IS GRANTED TO REPRODUCE THIS PRINT IN WHOLE OR IN ANY PART, OR DISCLOSE ANY OF THE INFORMATION UPON IT TO OTHERS WITHOUT WRITTEN RELEASE BY JOHNSON CONTROLS INCORPORATED

JOHNSON CONTROLS - BUILDING EFFICIENCY
507 EAST MICHIGAN STREET, MILWAUKEE, WI, 53202 USA

DO NOT SCALE	YLA 6-FAN FAN 50 & 60HZ WITH HYDRO PUMP PACKAGE AND HEAT RECOVERY	MATERIAL N/A ENG. STD. N/A PART NO. CUT SIZE N/A
DRAWN M. LUPTON 06-DEC-2013	MODELER M. LUPTON 06-DEC-2013	CHKD A. SATCH 06-DEC-2013
ENG	SCALE: 1:000	MASS (kg): 0.000
ORIG. NO.:	CAGE NUMBER 66935	DRAWING NUMBER 035-24059-007
SHEET 1 OF 1		REVISION E VERSION 01 RELEASED

Embedded Secure Document

The file <https://cityofdeerpark.legistar.com/View.ashx?M=F&ID=7274327&GUID=696CBABB-FFCE-402B-9B02-841AB8169723> is a secure document that has been embedded in this document. Double click the pushpin to view.



Unit Tag	Qty	Model No	Net Cooling Capacity (ton.R)	Nominal Voltage	Refrigerant Type
CH-1	1	YLAA0101HE46XFBMBTX	99.11	460-3-60.0	R410A

PIN:								
YLAA0101HE	46XFBMBTXH	SXBLXCXX44	SEXXXXHXXX	XAXGTXXBXX	XVXNB1XXL5			
....5...105...205...305...405...505...605...705...805...90

Evaporator Data		Evaporator Data (Cont.)		Performance Data	
EWT (°F)	54.00	Fluid Volume (USGAL)	8.771	EER (Btu/W·h)	10.14
LWT (°F)	44.00	Min. Flow Rate (USGPM)	99.86	IPLV.IP (Btu/W·h)	16.82
Design Flow Rate (USGPM)	236.6	Max. Flow Rate (USGPM)	400.1		
Evap. Press. Drop (ft H2O)	9.61				
Fluid	Water	Condenser Data		Physical Data	
Strainer Press. Drop (ft H2O)	0.000	Ambient Temp. Design (°F)	95.0	Rigging Wt. (lb)	5842
Ext. Kit Press. Drop (ft H2O)	0.000	Altitude (ft)	0.000	Operating Wt. (lb)	5915
Total Press. Drop (ft H2O)	9.61	Compressor Type	Scroll - Hermetic	Refrigerant Charge (lb)	110
Fouling Factor (h.ft².F/Btu)	0.000100				

Electrical Data				
Circuit	1	2	3	4
Compressor RLA	33 / 33	33 / 33		
Fan QTY/FLA (each)	2 / 4	4 / 4		
High LRA Current	239 / 239	239 / 239		

Multi Point				
Min. Circuit Ampacity	104	135		
Max. Inverse Time CB Rating	125	175		
Max. Dual Element Fuse Size (A)	125	175	Operating Condition Electrical Data	
Unit Short Circuit Withstand (STD)	5 [kA]		Compressor kW	107.3
Wires Per Phase	2 + 1		Total Fan kW	10.08
Wire Range (Lug Size)	#3/0 AWG - 250 kcmil + 250 - 500 kcmil		Total kW	117.3
Starter Type	Across The Line		Total kW with Hydrokit Power	132.3

Notes:

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org. Auxiliary components included in total kW - Oil heaters, Chiller controls. Auxiliary power is already included in the compressor and fan power



Compliant with the requirements of the LEED Energy and Atmosphere Enhanced Refrigerant Management Credit (EAc4).

Part Load Rating Data				
Stage	Ambient (°F)	Capacity (ton.R)	Total kW	Unit Efficiency
1	95.0	99.11	117.3	10.14
2	89.4	89.79	93.41	11.53
3	74.5	65.27	50.35	15.56
4	66.3	51.70	33.78	18.37
5	55.0	16.18	9.140	21.25

Sound Power Levels (In Accordance with AHRI 370)										
Stage	Ambient (°F)	63 Hz (dB)	125 Hz (dB)	250 Hz (dB)	500 Hz (dB)	1 kHz (dB)	2 kHz (dB)	4 kHz (dB)	8 kHz (dB)	LWA
1	95.0	98	97	93	93	90	87	83	87	95
2	89.4	97	96	92	92	89	86	82	86	94
3	74.5	92	91	87	88	85	83	78	83	90
4	66.3	89	88	84	85	83	81	77	81	88
5	55.0	81	80	76	78	75	77	69	77	82

Note: Unit is equipped with Low Sound Fans with VSD Control.

Performance at AHRI Conditions					
Evaporator Data		Condenser Data		Performance Data	
EWT (°F)	54.00	Ambient Temp. (°F)	95.0	EER (Btu/W·h)	10.14
LWT (°F)	44.00	Altitude (ft)	0.000	IPLV.IP (Btu/W·h)	16.82
Flow Rate (USGPM)	236.6			Net Cooling Capacity (ton.R)	99.11
Pressure Drop (ft H ₂ O)	9.61				
Fluid	Water				
Fouling Factor (h.ft ² .F/Btu)	0.000100				
Fluid Volume (USGAL)	8.771				

Note: Unit rated at design condition capacity.

Proposal

Houston TX Common Branch
10644 WEST LITTLE YORK RDSUITE 200
HOUSTON, TX 77041
Phone: 713-934-3388
Fax: 866-862-0459

TO: City of Deer Park
1302 Center Street

Deer Park, TX 77536

Date: May 28, 2019
Project: Deer Park Municipal Building
1302 Center Street
Proposal Ref: CITY OF DEER PARK MUNICIPAL
BUILDING
04012019 MM

Chris Rains,

We propose to furnish the materials and/or perform the work described below for the net price of:

\$143,200.00

Chiller/with pump package, Installation, and Factory Startup (Includes 5 year warranty parts, labor and refrigerant).

ONE HUNDRED FORTY THREE THOUSAND, TWO HUNDRED AND 00/100 DOLLARS

For the above price this proposal includes:

ITEMS CITED ON THIS PROPOSAL ARE PRICED IN ACCORDANCE WITH JOHNSON CONTROLS TIPS
CONTRACT #18010101

Chiller Replacement City of Deer Park Municipal Building:

Installation of chiller is estimated at (5) days from installation start date of project, allowing the municipal building to return to normal operation.

*There may be some additional work specifically Insulation to complete the beyond the (5) days.

JOHNSON CONTROLS is pleased to provide pricing for the YORK EQUIPMENT including installation of one existing Carrier 100 ton chiller and associated pumps at City of Deer Park Municipal building 1302 Center Street deer Park Texas.

This proposal is in accordance with details identified in a walk of job as well as clarifications provided by City of Deer Park service representatives. No mechanical plans and specifications were issued.

- City of Deer Park municipal building chiller replacement:

Scope:

- Lock out tag out existing Carrier chiller.

- Recover refrigerant and oil for proper disposal from existing Carrier chiller, per industry standards.
- City of Deer Park will provide electrical disconnect of the existing chiller and pumps.
- Drain water and disconnect and remove all piping from expansion tank to the existing chiller and pumps.
- Provide crane and rigging to remove existing chiller, and dispose of properly.
- Set new (1) one York 100 ton chiller which include a pump package in place of the existing chiller, includes crane and rigging.
- Pipe chiller from expansion tank to chilled water connection on chiller pump package, leak test fill system with water.
- Insulate all chilled water piping installed for new chiller project, aluminum Jacketed.
- City of Deer Park to connect electrical to the new chiller, single point connection.
- JCI factory startup.
- Entire unit parts and labor warranty: 18 months from shipment or 12 months from start-up, whichever occurs first. Refrigerant warranty: 18 months from shipment or 12 months from start-up, whichever occurs first.
- York Chiller Specifications:
 - ONE (1) CH-1 AIR-COOLED SCROLL CHILLER YLAA010HE46XFBMBTX ,460/3/60,R410A, ¾" Insulation of evaporator, 4-20mA, 0-10V input control signal, TEAO fan motors, Microchannel all aluminum condenser coil, Basic environment guard on coils, Factory mounted Non-fused Disconnect, Single Point Power Connection, Factory mounted 115V control transformer, Service isolation valves, Dual pump pipe package, Suction and Discharge pressure readout kit, High Ambient Kit for operation up to 125°F, V-guard panels, Low sound/noise fans, Remote chilled water temperature reset, BAS interface card, BacNet / N2 / Modbus / LON protocol.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

Sales Tax

Labor and or Material not specifically described above is excluded from this proposal.

Unless otherwise stated, and all overtime is excluded from this proposal.

Applicable taxes or special freight charges are excluded from this proposal.

Water Treatment of any kind.

Control Work of any kind.

Painting of any kind.

Individual System Circuit Breakers.

Compressor sound blankets.

Dual point power connection.

Connecting chiller controls is not included in this proposal.

Any and all electrical work is not included in this proposal.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Jun. 01, 2019

City of Deer Park

Johnson Controls, Inc.

Name: _____

Title: _____

Date: _____

PO: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Legislation Details (With Text)

File #: ACT 19-018 **Version:** 1 **Name:**

Type: Acceptance **Status:** Agenda Ready

File created: 5/29/2019 **In control:** City Council

On agenda: 6/4/2019 **Final action:**

Title: Consideration of and action on the approval of a request from Ballard Exploration Company, Inc. for a Geophysical Permit.

Sponsors:

Indexes:

Code sections:

Attachments: [Geophysical Permit](#)
[Geophysical Payment](#)
[Geophysical Ord.](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on the approval of a request from Ballard Exploration Company, Inc. for a Geophysical Permit.

Summary:

On November 6, 2018, Council approved Ordinance No. 4022 to allow Geophysical Mineral Exploration and Testing. Ballard Exploration Company, Inc. submitted a request to explore the area on the far East side of the City utilizing Old Underwood Road and Underwood Road. The purpose of the exploration is to help define a subsurface anomaly North of Hwy. 225.

Ballard's Staff will prep the area in the daytime by putting flags and detectors down at the proposed site area and will perform the vibrating activity between 9 PM and 2 AM.

All required documentation was submitted with the application. George Henderson, Geophysical Project Manager will attend the Council meeting to answer any questions.

Fiscal/Budgetary Impact:

Approve the request submitted.

Ballard Exploration Company, Inc.

(713) 651-0181

1021 Main, Suite 2310
Houston, Texas 77002

Fax (713) 651-9201

**APPLICATION FOR GEOPHYSICAL PERMIT
Under ORDINANCE 4044**

Attention: City Secretary

Applicant: Ballard Exploration Co. Inc.
1021 Main St Suite 2310
Houston, TX 77002

Proposed Geophysical Method: A 2-Dimensional (One single line) seismic line, utilizing seismic detectors placed on the surface and with Vibroseis, truck mounted seismic wave generators, as the energy source.


Purpose of Exploration: To help define a subsurface anomaly North of Hwy 225.

Location: The far east side of the City (see attached map) utilizing Old Underwood Road and Underwood Street. Both streets are maintained by Harris County and a letter of no objection to utilize the streets has been obtained from the County. The location is a "lite" commercial area not adjacent to any residential neighborhoods. A map of the proposed program is attached.

The Terms of City Ordinance 4022, Section 102-104, will be adhered to in conducting all phases of the seismic the program.

A request is made of the City Manager, under Section 102-107, to allow work at night between the hours of 9 PM and 2 AM.

A check for the processing fee, in the amount of, \$500.00 is attached to this application.

Submitted by: 
George Henderson
Geophysical Project Manager
Cell: 713-857-9336



MONUMENT 2D

DRAWN GPY	DATE 06/29/2018	PROPOSED 2D LOCATION WITHIN THE R.O.W. OF OLD UNDERWOOD RD. AND UNDERWOOD
APPROVED	DATE	PROJECT NO.
SCALE 1" = 1000'	SHEET 1 of 1	

CITY OF DEER PARK

CITY OF LA PORTE

PROPOSED SEISMIC 2D LOCATION

LEGEND

These standard symbols will be placed in the drawing.



VP POINT



GEOPHONE POINT



WATER WELL



R = 300' BUFFER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miclette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	CONTACT NAME: Lydia Michael PHONE (A/C, No, Ext): 713-880-7100 FAX (A/C, No): 713-880-7166 E-MAIL: certificates@bmbinc.com ADDRESS: certificates@bmbinc.com
INSURED Ballard Exploration Company, Inc. 1021 Main Street Suite 2310 Houston TX 77002	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Texas Mutual Insurance Company INSURER C: Colonial County Mutual Ins. Co. INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1287941969

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	19CGLN12329	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACPBATX3009252285	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y		19XS1N12331	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	0001167907	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Control of Well			19EEDN12327	5/1/2019	5/1/2020	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Control of Well limits:
\$30,000,000 any one occurrence Area I, II and II Wet Drilling / Workover Wells
\$5,000,000 any one occurrence - Care, Custody and Control
\$30,000,000 any one occurrence Area I, II and II Wet Producing / Shut In/TA Wells

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Deer Park
710 E. San Augustine
Deer Park TX 77536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: BALLARDEXP

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bowen, Miclette & Britt		NAMED INSURED Ballard Exploration Company, Inc. 1021 Main Street Suite 2310 Houston TX 77002
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCEavailable by emailing: certificates@bmbinc.com

General Liability:

Blanket additional insured Ongoing Operations per form #SC-BEP-0219 (07 14)

Blanket waiver of subrogation per form #BEP-705 (07 14)

Blanket primary per form #SC-BEP-0220 (10 00)

Automobile:

Blanket additional insured per form #AC 70 06 03 16

Blanket waiver of subrogation per form #AC 70 06 03 16

Worker's Compensation:

Blanket waiver of subrogation per form #WC 42 03 04 B

Umbrella:

Blanket additional insured per form #BURNETTXS (07 14)

Policy Number: 19CGLN12329
Effective Dates: 05/01/2019 - 05/01/2020

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BLANKET ADDITIONAL INSURED

Underwriters agree that, where required by written "insured contract", any person, firm or organization is included as additional insured but only in respect of liability for "bodily injury" and/or "property damage" arising out of operations performed by or on behalf of the Named insured under written "insured contract" with such additional insured and then, subject to the terms, conditions, exclusions and Limits of Insurance of this policy, only to the extent required under said written "insured contract".

However, unless expressly required otherwise in the applicable contract, additional insured status afforded hereunder shall never be broader than the contractual obligations of the Named Insured to the additional insured assumed under the applicable written "insured contract"; except that under no circumstances shall the additional insured be afforded any coverage provided by this policy for other than its tort liabilities to third parties.

Nothing in this endorsement shall be construed to broaden the coverage provided under this policy prior to the attachment of this endorsement.

All other terms and conditions remain unchanged.

PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Ballard Exploration Company, Inc.
as Principal, and the RLI Insurance Company 2925 Richmond Avenue, Suite 1600 Houston, TX 77098, an Illinois
corporation, as Surety, are held and firmly bound unto City of Deer Park, Texas 710 San Augustine Deer Park, TX 77536,
as Oblige, in the sum of Five Thousand and No/100 ----- Dollars (\$5,000.00 -----) for which sum, well and truly to be
paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been or is about to be granted a permit (the "Permit") by the Oblige, to conduct seismic operations
within the City of Deer Park, Texas.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall well and truly comply with the
Permit and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect; in no
event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. This obligation may be canceled by the Surety by giving thirty (30) days notice in writing of its intention to do so to the Oblige, and the Surety shall be relieved of any further liability under this Bond thirty (30) days after receipt of said notice by the Oblige, except for defaults occurring prior thereto.
2. The term of this Bond shall be from May 16, 2019 to May 16, 2020.
3. Any claim must be presented in writing, during the term of this bond, to RLI Insurance Company to the attention of Greg E. Chilson, 2925 Richmond Avenue, Suite 1600, Houston, Texas 77098. Any claims made outside the term of the bond shall be null and void and of no effect.
4. Surety shall have no obligation to the Principal, the Oblige or any other person or entity for any loss suffered by the Principal, the Oblige or any other person or entity by reason of acts or omissions which are or could be covered by the Oblige's or the Principal's general liability insurance, products liability insurance, completed operations insurance or any other insurance.
5. No right or action shall accrue under this Bond to or for the use or benefit of anyone other than the named Oblige.
6. The Oblige will issue a release of this Bond within a reasonable period, but in no instance longer than thirty (30) days after termination of the Permit.
7. Regardless of the number of years this Bond is in force, or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 16th day of May,
2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned
representative pursuant to authority of its governing body.

Ballard Exploration Company, Inc.

Principal

By

Nancy W Snow

RLI Insurance Company
2925 Richmond Avenue, Suite 1600
Houston, TX 77098

Surety

By

Katie Nguyen

Katie Nguyen, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. ROG0001557

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Katie Nguyen in the City of Houston, State of Texas, as it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Five Thousand and 00/100 Dollars (\$ 5,000.00) for any single obligation, and specifically for the following described bond.

Principal: Ballard Exploration Company, Inc.

Obligee: City of Deer Park

Bond Amount: \$ 5,000.00

Effective Date: May 16, 2019

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 16th day of May, 2019.

State of Illinois }
County of Peoria } SS



RLI Insurance Company

By: Barton W. Davis Vice President

CERTIFICATE

On this 16th day of May, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 16th day of May, 2019.

By: Gretchen L. Johnnigk Notary Public

RLI Insurance Company
By: Jean M. Stephenson Corporate Secretary



A00AS817 SUBS



2925 Richmond Ave., Suite 1600
Houston, TX 77098
Phone: (713)961-1300 Fax: (713)961-0285

Texas Policyholder Notice

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at (800)223-2293.

You may also write to **RLI Insurance Company** at:

2925 Richmond Ave., Suite 1600
Houston, TX 77098
FAX # (713)961-0285

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al (800)223-2293.

Usted tambien puede escribir a **RLI Insurance Company**:

2925 Richmond Ave., Suite 1600
Houston, TX 77098
FAX # (713)961-0285

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

Ballard Exploration Company, Inc.

(713) 651-0181

1021 Main, Suite 2310
Houston, Texas 77002

Fax (713) 651-9201

Letter of Transmittal

To: Mr. James Stokes

Mr. Stokes, Michel Bechtel asked that the following documents be provided to you.

Application for a Geophysical Permit

Map depicting the location of the seismic line

Processing fee check in the amount of \$500.00

Insurance certificate

Permit bond

Thank you,

A handwritten signature in blue ink, appearing to read "George Henderson", is written over the printed name.

George Henderson

Geophysical Project Manager

713-857-9336

CITY OF DEER PARK

Geophysical Permit



LN-000971-2019

PERMIT #: LN-000971-2019

ISSUED DATE: May 30, 2019

PROJECT:

EXPIRATION DATE: May 29, 2020

PROJECT ADDRESS: 710 E SAN AUGUSTINE ST

OWNER NAME: City Of Deer Park

CONTRACTOR: Ballard Exploration Company, Inc

ADDRESS: Po Box 700

ADDRESS: 1021 Main St 2310,

CITY: Deer Park

CITY: Houston

STATE: TX

STATE: TX

ZIP: 77536

ZIP: 77002

PHONE:

PROJECT DETAILS

PROPOSED USE:

SQ FT: 0

DESCRIPTION: Seismic Testing - Used City Hall
Address - Permit Cover'S All Of Deer
Park

VALUATION: \$ 0.00

PERMIT FEES

TOTAL FEES: \$ 500.00

PAID: \$ 500.00

BALANCE: \$ 0.00

ALL PERMITS MUST BE POSTED ON THE JOBSITE AND VISIBLE FROM THE STREET

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 1 YEAR AT ANY TIME AFTER WORK IS STARTED. ALL PERMITS ARE SUBJECT TO THE FOLLOWING:

- ALL WORK MUST COMPLY WITH THE BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL CODES ADOPTED BY THE CITY OF DEER PARK AT THE TIME THE PERMIT IS ISSUED.
- IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO COMPLY WITH ALL STATE & FEDERAL DISABILITY REQUIREMENTS
- ENCROACHMENTS OF EASEMENTS AND RIGHT-OF-WAYS ARE NOT ALLOWED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

APPROVED BY

DATE

TO SCHEDULE NEXT DAY INSPECTIONS CALL BY 4PM 281-478-7270
ALL REINSPECTIONS ARE SUBJECT TO A \$45.00 REINSPECTION FEE

You can request a morning or afternoon inspection and we will do our best to accommodate you but there are no guarantees, it will depend on the volume of inspections scheduled that day.

710 E San Augustine Deer Park, TX 77536 Fax 281-478-0394
www.deerparktx.gov/publicworks

ORDINANCE NO. 4022

AN ORDINANCE AMENDING SECTION 102-200 OF THE CODE OF ORDINANCES OF THE CITY OF DEER PARK, TEXAS, PROVIDING FOR GEOPHYSICAL MINERAL EXPLORATION AND TESTING; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

DIVISION 3 - GEOPHYSICAL MINERAL EXPLORATION AND TESTING.

SECTION 102-200: Required.

No person shall use or discharge in any manner any explosive including, but not limited to, dynamite and nitroglycerin, nor conduct any other method of geophysical mineral testing by the use of vibrating machines, or otherwise within the city, without first having obtained a permit therefor.

SECTION 102-201: Application.

Application for a permit under this article shall be made with the city secretary. Such application shall contain the name of the applicant, address of the applicant, the geophysical methods of mineral exploration to be used, the purpose therefor, the location and use with a map attached designating the points of use. Such application shall be accompanied by a permit fee in an amount established by the city and listed in appendix A of this Code. On receipt of such application by the city secretary, the application shall be referred to the city manager for a report as to the compliance of such application with the provisions of this article. Such report and the application shall then be submitted to the city council. No permit shall be issued except by the approval of the city council.

SECTION 102-202: Insurance and bond requirements.

(a) On approval of the permit, but before the issuance of the permit, the applicant shall provide the city secretary with an insurance certificate showing insurance coverage of the applicant for general liability coverage in amounts not less than:

- (1) Bodily injuries: \$1,000,000.00 per person and \$3,000,000.00 per accident: and
- (2) Property damage: \$1,000,000.00

(b) Such insurance coverage shall be provided by a good and solvent insurance company authorized to do business in the state. In addition, the applicant shall provide a cash bond in the amount of \$5,000.00. Such cash bond shall be for the benefit of the city and all persons concerned, conditioned that the permittee will comply with the terms and conditions of this article. The bond shall become effective on or before the date the bond is filed with the city secretary and remain in force and effect and on deposit for at least a period of six months after the exploration ends.

SECTION 102-203: Duration.

All permits issued under this article shall expire 120 days from the date of its issuance.

SECTION 102-204: Terms.

The terms of the permit shall be as follows:

- (1) The permittee shall not use any source point energy that exceeds 0.5 in/sec PPV and shall monitor PPV within 50 feet of any structure.
- (2) The written agreement shall cover any water well damage effective for 90 days after completion of the work.
- (3) At least one city police officer (off-duty) shall be employed to accompany the work crew while testing on the city rights-of-way, and the permittee shall provide 24-hour notice to the chief of police.
- (4) The permittee shall obtain written permission from citizens to enter their property.

SECTION 102-205. Reserved.

DIVISION 3: REGULATIONS.

SECTION 102-206: Explosives.

Explosives may be used with the prior and express written consent of the city council.

SECTION 102-207: Notice of time and place of use of testing methods.

No geophysical method of mineral exploration shall be used under this permit without the permittee having first, on the date of such proposed use, notified the city secretary and city manager of the proposed

time and location of the planned use. If the city secretary is not available, notice shall be given to the chief of police, in addition to the city manager, and if he is not available, then to any police personnel of the city. No testing shall be conducted on Sunday, nor between the hours of 8:00 p.m. and 6:00 a.m. local time unless prior approval by the City Manager. Notice shall also be given of the name of the person in charge of the testing for the permittee for the day on which notice is given. In addition, written notice of such testing to the occupants of all dwellings located within 300 feet of the test site at least 24 hours prior to the testing.

II.

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

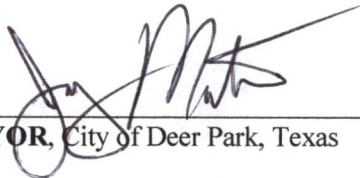
III.

It is officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

IV.

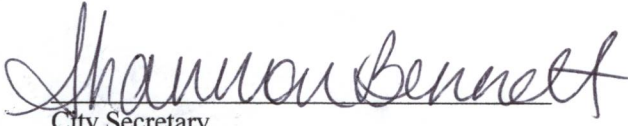
The City Council finds that this Ordinance relates to the immediate preservation of the public peace, safety and welfare, in that it is necessary that the above regulations be immediately put into effect to provide public safety of persons and property for mineral exploration and testing, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with and this Ordinance should be passed finally on its introduction; and, accordingly, such requirement is dispensed with and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the 6th day of November, 2018 by a vote of 7 "Ayes" and 0 "Noes".



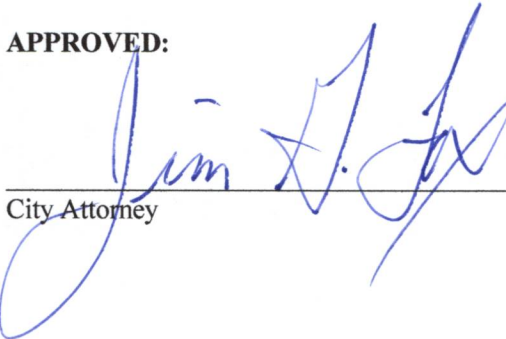
MAYOR, City of Deer Park, Texas

ATTEST:



City Secretary

APPROVED:



City Attorney



Legislation Details (With Text)

File #: CON 19004 **Version:** 1 **Name:**
Type: Contract **Status:** Agenda Ready
File created: 5/22/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Consideration of and action on renewing the contract with KHSS Ventures, Inc. (DBA Skillet's Restaurant) for the Senior Meals Program.
Sponsors: Finance
Indexes:
Code sections:
Attachments: [2016 Maxwell Meals RFP](#)
[Skillet's Renewal Prices \(Email 05.22.19\)](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on renewing the contract with KHSS Ventures, Inc. (DBA Skillet's Restaurant) for the Senior Meals Program.

Summary:

On June 28, 2016, the City entered into a contract with KHSS Ventures, Inc. (Skillet's Restaurant) to provide congregate and home-bound meals for senior citizens through the Maxwell Center. This contract was for one-year with the option to renew up to three additional years for a total of four years. The current contract expires on July 31, 2019. This year represents the last renewal option on the current contract, and at this time, both the City and Skillet's Restaurant are agreeable to a one-year extension of the contract. Due to the continuous rise in the cost of raw products, especially beef and produce, and increasing labor costs, Skillet's Restaurant has proposed a 6 percent (6%) increase for the meals as shown below:

The cost per meal in 2018 was as follows:

Home-bound meals = 100 meals* @ \$5.65/meal

Congregate meals = 40 meals @ \$5.08/meal

The new cost per meal is as follows:

Home-bound meals = 100 meals* @ \$5.99/meal (\$0.34 increase/meal)

Congregate meals = 40 meals @ \$5.39/meal (\$0.31 increase/meal)

*Home-bound service averages 65-70 meals, but to be conservative, the higher amount is used for

bid purposes.

All meals are served with one meat, two sides, bread and dessert, and each home-bound meal includes a beverage (milk or juice).

Fiscal/Budgetary Impact:

The Senior Meals Program is included in the FY 2018-2019 budget for Senior Services (Account No. 010-415-4303, Operational Supplies).

Renew the contract with KHSS Ventures, Inc. (DBA Skillet's Restaurant) for the Senior Meals Program.

KHSS VENTURES, INC.

d/b/a

Skillet's
good cooking

6926 Spencer Hwy.
Pasadena, Texas 77505
Tel : 281-479-0988
Fax: 281-479-2022

May 22, 2019

City of Deer Park
710 E. Augustine
P.O.BOX 700
Deer Park, Texas 77536

Re: Renewal of Contract to provide Senior Meals.

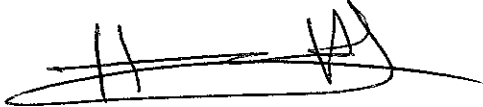
Skillet's Restaurant is interested in exercising the renewal option and would like to propose the following:

Home bound meals: \$5.99/meal for 100 meals (\$.34 increase which represents 6%)
Congregate meals: \$5.39/meal for 40 meals (\$.31 increase which is around 6%)

We believe that this modest price adjustment is necessary due to increase in operational expenses and cost of raw products. This will enable us to continue providing the same good quality of freshly prepared meals that we have been doing for almost a decade.

Thank You,

Respectfully Submitted,



Hussain "Sam" Elhaj
President,
KHSS VENTURES, INC.
D/B/A Skillet's



Legislation Details (With Text)

File #: ORD 19-048 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 5/28/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Consideration of and action on an ordinance annexing a 37.0002 acre tract within the City's Extra Territorial Jurisdiction into the City of Deer Park upon written request of the property owner and approving a service plan for such territory.

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance - Annex 37.0002 Acres 060419](#)
[Revised Annexation MB 5-13-19](#)
[342-15 PHASE 1 ANNEX 5-13-19](#)
[Revised Submittal removing 12 acres and 710 ft fee strip 5.28.19](#)
[City of Deer Park Molto Properties Annexation Request 1.25.19 FINAL](#)
[Annexation Agreement signed by Molto](#)
[Molto Properties Annexation and Zoning Timeline May 2019](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on an ordinance annexing a 37.0002 acre tract within the City's Extra Territorial Jurisdiction into the City of Deer Park upon written request of the property owner and approving a service plan for such territory.

Summary:

The City Council will consider approval of an ordinance for the voluntary annexation of a 37.0002 acre tract within the City's Extra Territorial Jurisdiction into the City of Deer Park. This ordinance also includes approval of a service agreement for the property.

The City Council previously met the statutory requirements of voluntary annexation including: accepting the petition for the voluntary annexation, calling for and conducting two (2) public hearings, and preparing a service agreement for the property to be annexed.

After approval of the annexation, there are several other related items for Council to consider including approval of a sewer line maintenance agreement and zoning related issues. A timeline for the annexation and zoning related items is attached.

Fiscal/Budgetary Impact:

The proposed improvements on the property to be annexed would generate substantial taxable value for the City.

Approve the ordinance.

06ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF DEER PARK, TEXAS, TO ANNEX A 37.0002 ACRE TRACT WITHIN THE CITY'S EXTRA TERRITORIAL JURISDICTION WITHIN SUCH BOUNDARIES, UPON WRITTEN REQUEST BY THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR SUCH TERRITORY; MAKING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING SAVING, SEVERABILITY CLAUSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

Section 1. The City of Deer Park has heretofore adopted a Home Rule Charter granting the City Council the power by Ordinance to fix the boundary limits of the City of Deer Park and to provide for the extension of said boundary limits, and the annexation of additional territory lying adjacent to the City. This annexation proceeding is conducted pursuant to the authority granted by said Home Rule Charter; Chapter 43.028, Texas Local Government Code, including, but not limited to, the authority to annex an 37.0002 acre tract of land upon land owners petition by a home-rule municipality, contained in Chapter 43.028 of the Texas Local Government Code.

Section 2. The City Council of the City of Deer Park hereby finds, determines and declares that the hereinafter territory described herein as Exhibit "A" adjacent and contiguous to the present city limits of the City of Deer Park, and that said territory lies within the exclusive extraterritorial jurisdiction of the City of Deer Park, that the City has officially accepted the land owners petition to be annexed by the City, and that the annexation of said territory to the City of Deer Park will promote the general health, safety and welfare of persons residing within the City and within the hereinafter described territory.

Section 3. The City Council of the City of Deer Park and the property owners have entered into a service plan agreement per state statute that provides for the extension of municipal services to the area comprising part of the Deer Park Industrial District, as described in Exhibit "A" attached hereto, proposed to be annexed by the City of Deer Park.

The City Council of the City of Deer Park has heretofore, on February 5, 2019, passed and approved Ordinance No. 4050, declaring its acceptance of land owners petition requesting annexation and

its intention to institute proceedings to annex the hereinafter described territory, comprising the 37.0002 acre tract. Two public hearings were called, and were held on March 5, 2019, at the City Council Chambers, City Hall, 710 East San Augustine, Deer Park, Texas, and on April 2, 2019, at the City Council Chambers, City Hall of the City of Deer Park, at which public hearings all interested parties were given an opportunity to be heard, and the proposed Service Plan was made available for public inspection. Notice of such public hearings was given by publication in the Deer Park Broadcaster on February 13, 2019 and March 13, 2019, said newspaper having general circulation in the City of Deer Park and in the territory proposed to be annexed. Such notices and hearings were all in conformity with the Municipal Annexation Act, codified as Chapter 43, Texas Local Government Code, as amended.

Section 4. The City Council of the City of Deer Park hereby institutes annexation proceedings as to the following described territory, and the same is hereby declared annexed to the City of Deer Park, Texas, and the boundary limits of the City of Deer Park, Texas, be, and the same are hereby, extended to include the following described territory within the City limits of the City of Deer Park, and the same shall hereafter be included within the territorial limits of the City of Deer Park, and the inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the City of Deer Park, and they shall be bound by the acts, ordinances, resolutions and regulations of the City of Deer Park, effective upon the completion date of this annexation proceeding.

Section 5. Subject to all sections of this Ordinance, the corporate limits of the City of Deer Park, Texas, are hereby extended to embrace and include all of the territory within the boundaries set out in Exhibit "A", which exhibit is attached hereto, incorporated herein by this reference and made a part hereof for all purposes, and such territory is hereby annexed to and made a part of the City of Deer Park, Texas for general purposes.

Section 6. An Agreed Service Plan for the territory within the boundaries set out in Exhibit "A" is hereby approved as part of this Ordinance. Such Service Plan is set out in Exhibit "B", which is attached hereto, incorporated herein by this reference and made a part hereof for all purposes.

Section 7. This Ordinance shall not repeal, impair, modify or in anywise affect any other Ordinance annexing territory to the City of Deer Park, or any other Ordinance heretofore passed on one or more readings and not yet passed on final reading, annexing any territory to the City of Deer Park, but such other Ordinance or Ordinances shall remain and continue to be effective to their intent and purpose as therein stated, wholly unaffected in any way or manner by the passage of this Ordinance. This Ordinance shall not in anywise be impaired or affected by any other Ordinance heretofore introduced or passed on any reading, whether final or not; nor shall it be affected by any other Ordinance which may hereafter be introduced or passed on one or more readings, pending the final passage of this Ordinance, and this Ordinance shall be effective to its intent and purpose as hereinabove stated, wholly unaffected by any other annexation Ordinance introduced and passed or hereafter introduced and passed on any reading, whether final or not final, annexing territory to the City of Deer Park, and wholly unaffected by any Ordinance heretofore or hereafter passed calling a hearing and giving notice relative to the institution of any annexation proceedings. The procedure initiated hereby and the annexation proceedings instituted hereunder shall be independent of any other proposed and pending annexation of such territory, and such other proceedings shall not be affected hereby.

Section 8. It is the intention of the City of Deer Park, Texas, and its City Council to comply with all applicable provisions of the City Charter and of the Constitution and Laws of the Federal Government of the United States of America and the State of Texas, and this Ordinance shall be interpreted and construed in harmony therewith.

Section 9. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551, of the Government Code of the State of Texas; and that this meeting has been open to the public as required by law at all times during which this Ordinance

and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2019 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

CITY OF DEER PARK

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney

METES AND BOUNDS DESCRIPTION
37.0002 ACRES OUT OF THE
GEORGE ROSS SURVEY, A-646
HARRIS COUNTY, TEXAS

All that certain 37.0002 acre tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006 and a portion of those certain 6.356 and 19.381 acre tracts of land described in a deed dated 12-21-2006 from Trans Gulf Transportation, Inc. to BKTT Developments LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20060286457 and a portion of that certain 16.088 acre tract of land described in a deed dated 04-02-2015 from BKTT Developments LLC to Independence Business Park, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20150140199 and a portion of that certain 12.095 acre tract of land described in a deed dated 03-18-2013 from Pro Equipment Leasing, LTD to Dream 7 Equities, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20130125105, and a portion of that certain 11.5000 acre tract of land conveyed to Loves Travel Stops & County Store filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20120162613 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

COMMENCING at a found 5/8" iron rod with cap in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract having grid coordinates of Y=13829792.78, X=3209369.15; THENCE S 02°24'59" E – 1563.64', with said west right-of-way line to a found 5/8" iron rod with cap marking the POINT OF BEGINNING of the herein described tract.

THENCE S 02°24'59" E – 459.06', continuing with said west right-of-way line to a found 5/8" iron rod with cap marking a point on a curve to the right, having a central angle of 03°51'38", a radius of 1090.60', a chord which bears S 00°37'54" E-73.47';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 73.49' to a found 5/8" iron rod, marking a point on a curve to the right, having a central angle of 15°45'32", a radius of 1090.60', a chord which bears S 09°07'06" W-299.02';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 299.96' to a found 5/8" iron rod with cap for angle point;

THENCE S 17°11'38" W - 494.50', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;.

THENCE S 17°08'52" W - 121.92', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;

THENCE S 17°11'17" W - 649.34', continuing with said west right-of-way line to a found 5/8" iron rod for angle point;

THENCE S 17°10'31" W - 15.02' continuing with said west right-of-way line to a found "X" in concrete for angle point;

THENCE S 17°15'25" W - 67.73' continuing with said west right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE N 72°44'35" W - 1.00' with the south line of Unrestricted Reserve "A", RBD Warehouse according to the plat thereof filed at Film Code No. 674607 to a set 5/8" iron rod with cap for corner;

THENCE N 17°15'25" E - 67.73' to a set "X" in concrete for angle point;

THENCE N 17°10'31" E - 14.67' to a set 5/8" iron rod with cap for angle point;

THENCE N 17°11'17" E - 649.69' to a set 5/8" iron rod for angle point;

THENCE N 17°08'52" E - 121.55' to a set 5/8" iron rod for angle point;

THENCE N 17°11'38" E - 494.86' to a set 5/8" iron rod with cap marking a point on a curve to the left, having a central angle of 15°45'19", a radius of 1089.60', a chord which bears N 09°07'12" E-298.67';

THENCE with said curve for an arc distance of 299.62' to a set 5/8" iron rod for corner;

THENCE S 87°13'47" W - 652.39', with the north line of the aforementioned 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 02°46'13" E - 657.64', with the west line of said 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 87°10'33" W - 1250.57', with the north line of BKTT Development Park Replat No. 1 according to the plat thereof filed a Film Code Number 671094, Harris County Map Records to a set 5/8" iron rod with cap for corner;

THENCE N 02°51'06" W - 826.61', with the east line of a called 2.2559 acre tract of land acquired by Houston Pipeline Company described in a deed filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number G318905 to a set 5/8" iron rod with cap for corner;

THENCE N 87°38'17" E - 766.07', with the south line of a called 13.6700 acre tract of land acquired by Houston Pipeline Company described in a deed filed at Volume 3348, Page 153 Harris County Deed Records to a found 1 1/2" iron pipe for corner;

HENCE N 02°50'41" W - 368.64', with the east line of said 13.6700 acre tract to a set 5/8" iron rod with cap for corner;

THENCE N 87°09'17" E - 481.65' to a found 5/8" iron rod for corner;

THENCE N 02°56'05" W - 200.80' to a found 5/8" iron rod for corner;

THENCE N 87°08'03" E - 261.52' to a found 5/8" iron rod for corner;

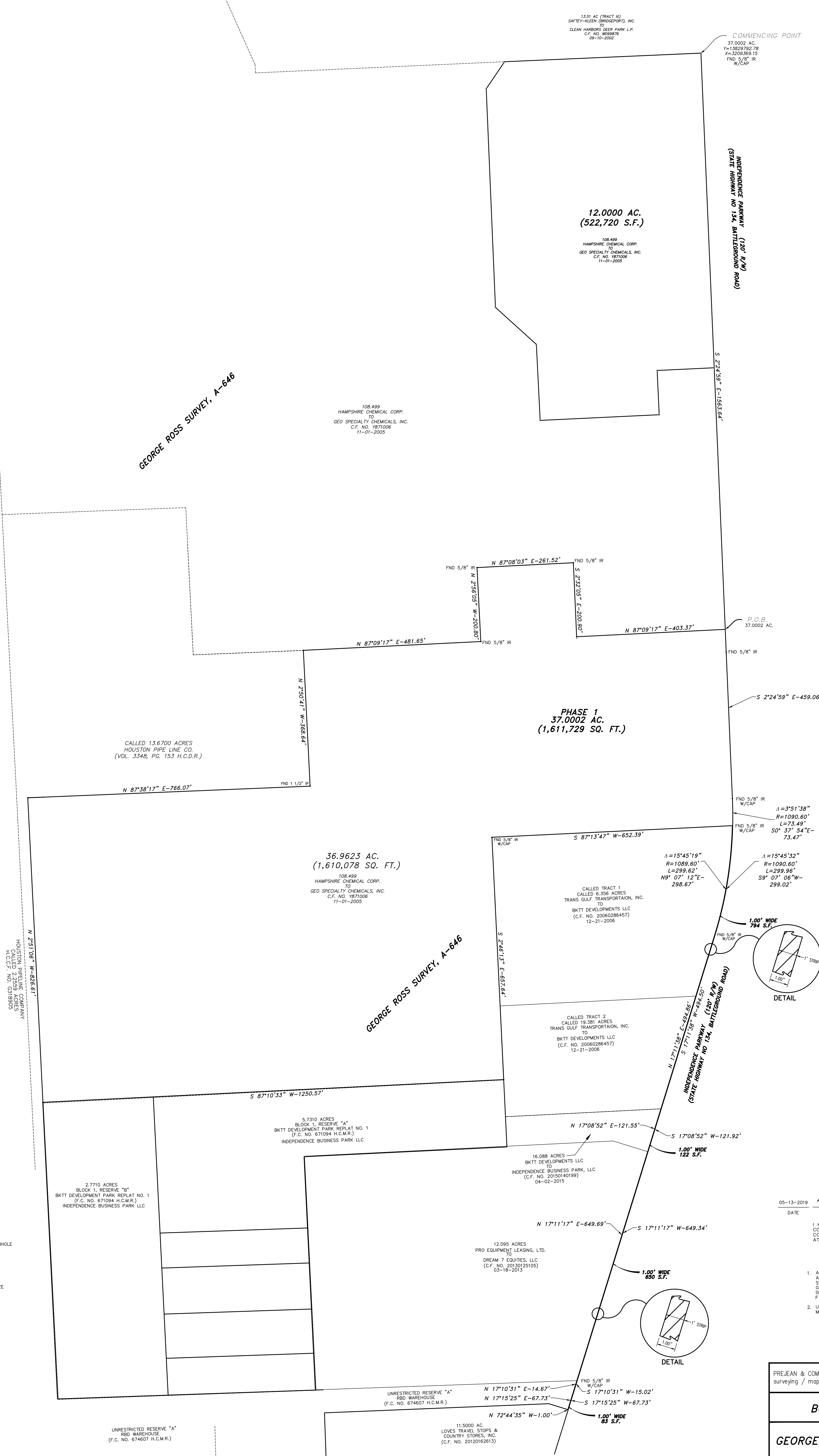
THENCE S 02°32'05" E - 200.90' to a set 5/8" iron rod for corner;

THENCE N 87°09'17" E - 403.37' to the POINT OF BEGINNING containing 37.0002 acres, (1,611,729 square feet) of land more or less.

Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
05-13-2019





- LEGEND**
- TRAFFIC SIGN
 - COMMUNICATIONS MANHOLE
 - TELEPHONE ENCLOSURE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - POWER POLE
 - POWER POLE W/DOWN GUY
 - STREET/AREA LIGHT
 - GAS VALVE
 - GAS METER
 - STORM/SAN/CHILLWATER MANHOLE
 - ROOF OVERHANG
 - ELEC MANHOLE
 - OVERHEAD ELECTRIC LINE
 - STORM SEWER WITH SIZE
 - BURIED GAS LINE WITH SIZE
 - BURIED WATER LINE WITH SIZE
 - CHAIN LINK FENCE
 - CMP CORRUGATED METAL PIPE
 - IRON PIPE
 - IRON ROD
 - CENTERLINE
 - PINCH TOP PIPE
 - PULL BOX
 - NO PARKING SIGN
 - CURB INLET
 - SQUARE INLET
 - TRAFFIC SIGNAL POLE
 - FIRE HYDRANT
 - WATER VALVE
 - WATER METER
 - SANITARY CLEAN OUT
 - JUNCTION BOX
 - GAS MANHOLE
 - HANDICAP PARKING
 - TELEPHONE
 - SAMPLE WELL
 - YD-YARD DRAIN

05-13-2019

DATE

Daniel E. Kersten

DANIEL E. KERSTEN

4925

R.P.L.S. NO.

I HEREBY CERTIFY THAT THIS PLAT
CORRECTLY REPRESENTS THE ACTUAL
CONDITIONS FOUND ON THE GROUND
AT THE TIME OF THE SURVEY.

GENERAL NOTES

1. ALL BEARINGS AND COORDINATES SHOWN
ARE BASED ON THE TEXAS COORDINATE
SYSTEM OF 1983. COORDINATES REFLECT
GRID VALUES AND MAY BE CONVERTED TO
SURFACE VALUES BY APPLYING A SCALE
FACTOR OF 0.99988797257.

2. UNLESS OTHERWISE NOTED ALL CORNERS
MARKED WITH SET 5/8" IRON ROD W/CAP.

PREJEAN & COMPANY, INC.

surveying / mapping

HOUSTON, TX 77055

713-467-4400

9324 WESTVIEW DRIVE

BOUNDARY EXHIBIT

37.0002 AC. OUT OF THE

GEORGE ROSS SURVEY, A-646

HARRIS COUNTY, TEXAS

05-13-2019

1"=100'

JOB NO. 342-15



May 28, 2019

James Stokes
City Manager
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

RE: Amended annexation area - +/- 37.0002 acres of Undeveloped Tracts Located along the west side of Independence Pkwy and North of State Highway 225

Dear Mr. Stokes:

739 Independence Parkway LLC, an affiliate wholly owned by Molto Properties Fund III LLC, hereby requests an amendment to the voluntary annexation request submitted on January 25, 2019 to remove the +/- 12 acre parcel originally shown as Phase II and the 710 square foot fee strip connecting Phase I and Phase II. The attached exhibit and metes and bounds legal description indicate the revised area requested to be annexed, which consists of 37.002 acres.

Please consider and advise if you need further information. We look forward to working with the City of Deer Park on this exciting project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Parrish", written over a light blue circular background.

Chad Parrish
Vice President
Molto Properties LLC

METES AND BOUNDS DESCRIPTION
37.0002 ACRES OUT OF THE
GEORGE ROSS SURVEY, A-646
HARRIS COUNTY, TEXAS

All that certain 37.0002 acre tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006 and a portion of those certain 6.356 and 19.381 acre tracts of land described in a deed dated 12-21-2006 from Trans Gulf Transportation, Inc. to BKT Development LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20060286457 and a portion of that certain 16.088 acre tract of land described in a deed dated 04-02-2015 from BKT Development LLC to Independence Business Park, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20150140199 and a portion of that certain 12.095 acre tract of land described in a deed dated 03-18-2013 from Pro Equipment Leasing, LTD to Dream 7 Equities, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20130125105, and a portion of that certain 11.5000 acre tract of land conveyed to Loves Travel Stops & County Store filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20120162613 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

COMMENCING at a found 5/8" iron rod with cap in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract having grid coordinates of Y=13829792.78, X=3209369.15; THENCE S 02°24'59" E – 1563.64', with said west right-of-way line to a found 5/8" iron rod with cap marking the POINT OF BEGINNING of the herein described tract.

THENCE S 02°24'59" E – 459.06', continuing with said west right-of-way line to a found 5/8" iron rod with cap marking a point on a curve to the right, having a central angle of 03°51'38", a radius of 1090.60', a chord which bears S 00°37'54" E-73.47';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 73.49' to a found 5/8" iron rod, marking a point on a curve to the right, having a central angle of 15°45'32", a radius of 1090.60', a chord which bears S 09°07'06" W-299.02';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 299.96' to a found 5/8" iron rod with cap for angle point;

THENCE S 17°11'38" W - 494.50', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;

THENCE S 17°08'52" W - 121.92', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;

THENCE S 17°11'17" W - 649.34', continuing with said west right-of-way line to a found 5/8" iron rod for angle point;

THENCE S 17°10'31" W - 15.02' continuing with said west right-of-way line to a found "X" in concrete for angle point;

THENCE S 17°15'25" W - 67.73' continuing with said west right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE N 72°44'35" W - 1.00' with the south line of Unrestricted Reserve "A", RBD Warehouse according to the plat thereof filed at Film Code No. 674607 to a set 5/8" iron rod with cap for corner;

THENCE N 17°15'25" E - 67.73' to a set "X" in concrete for angle point;

THENCE N 17°10'31" E - 14.67' to a set 5/8" iron rod with cap for angle point;

THENCE N 17°11'17" E - 649.69' to a set 5/8" iron rod for angle point;

THENCE N 17°08'52" E - 121.55' to a set 5/8" iron rod for angle point;

THENCE N 17°11'38" E - 494.86' to a set 5/8" iron rod with cap marking a point on a curve to the left, having a central angle of 15°45'19", a radius of 1089.60', a chord which bears N 09°07'12" E-298.67';

THENCE with said curve for an arc distance of 299.62' to a set 5/8" iron rod for corner;

THENCE S 87°13'47" W - 652.39', with the north line of the aforementioned 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 02°46'13" E - 657.64', with the west line of said 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 87°10'33" W - 1250.57', with the north line of BKTT Development Park Replat No. 1 according the plat thereof filed a Film Code Number 671094, Harris County Map Records to a set 5/8" iron rod with cap for corner;

THENCE N 02°51'06" W - 826.61', with the east line of a called 2.2559 acre tract of land acquired by Houston Pipeline Company described in a deed filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number G318905 to a set 5/8" iron rod with cap for corner;

THENCE N 87°38'17" E - 766.07', with the south line of a called 13.6700 acre tract of land acquired by Houston Pipeline Company described in a deed filed at Volume 3348, Page 153 Harris County Deed Records to a found 1 1/2" iron pipe for corner;

HENCE N 02°50'41" W - 368.64', with the east line of said 13.6700 acre tract to a set 5/8" iron rod with cap for corner;

THENCE N 87°09'17" E - 481.65' to a found 5/8" iron rod for corner;

THENCE N 02°56'05" W - 200.80' to a found 5/8" iron rod for corner;

THENCE N 87°08'03" E - 261.52' to a found 5/8" iron rod for corner;

THENCE S 02°32'05" E - 200.90' to a set 5/8" iron rod for corner;

THENCE N 87°09'17" E - 403.37' to the POINT OF BEGINNING containing 37.0002 acres, (1,611,729 square feet) of land more or less.

Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
05-13-2019





January 25, 2019

James Stokes
City Manager
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

RE: Request for Annexation of +/- 49.0166 acres of Undeveloped Tracts Located along the west side of Independence Pkwy and North of State Highway 225

Dear Mr. Stokes:

Molto Properties Fund III LLC, the developer, on behalf of GEO Specialty Chemicals and RBD Warehouse, the property owners, is submitting this petition as a formal request to voluntarily have the above referenced property annexed into the City of Deer Park for commercial development purposes. As we have discussed in earlier meetings, the anticipated development consists of multiple industrial/distribution warehouse buildings with an estimated total square footage of approximately 775,000 square feet.

We, the developer, are aware that the costs associated with the extension of city water and sanitary sewer service to the site will be our responsibility up to the point deemed appropriate by the City of Deer Park.

The size of the tract under consideration is approximately 49 acres and is reflected on the attached plan shown as "Exhibit A". Further, the site is described as attached in "Exhibit B".

Attached as "Exhibit C" please find formal petitions executed by the property owners, including boundary exhibits the metes and bounds for each annexation tract.

Attached as "Exhibit D" please find recorded copies of the "fee strips" that were acquired by GEO Specialty Chemical on January 24, 2019. These deeds indicate the ownership interest by GEO Specialty Chemical of a contiguous fee simple interest from the GEO Specialty Chemical property to the RBD Warehouse parcel. RBD Warehouse is adjoining this petition alongside GEO Specialty Chemical. It is the intent of the parties to transfer title of the GEO Specialty Chemical annexation tract and the RBD Warehouse annexation tract to an entity wholly owned by Molto Properties Fund III LLC after the acceptance of the annexation petition by the City of Deer Park, but before the finalization of the annexation proceedings. At such time, Molto Properties Fund III LLC, or its affiliate, will own fee simple interest to a contiguous property touching the existing City Limit of the City of Deer Park.

Please consider and advise if you need further information in order to process this request. We look forward to working with the City of Deer Park on this exciting project.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Parrish". The signature is fluid and cursive, with the first name "Chad" and last name "Parrish" clearly distinguishable.

Chad Parrish
Vice President
Molto Properties LLC

Exhibit A

13.51 AC (TRACT XI)
SAFETY-KLEEN (BRIDGEPORT), INC
TO
CLEAN HARBORS DEER PARK L.P.
C.F. NO. W099876
09-10-2002

P.O.B.
49.0166 AC.
Y=13829792.78
X=3209369.15
FND 5/8" IR
IN/CAP

PHASE 2
12.0000 AC.
(522,720 S.F.)

108.499
HAMPSHIRE CHEMICAL CORP.
TO
GEO SPECIALTY CHEMICALS, INC
C.F. NO. Y871006
11-01-2005

108.499
HAMPSHIRE CHEMICAL CORP.
TO
GEO SPECIALTY CHEMICALS, INC
C.F. NO. Y871006
11-01-2005

GEORGE ROSS SURVEY, A-646

CALLED 13.6700 ACRES
 HOUSTON PIPE LINE CO.
 (VOL. 3348, PG. 153 H.C.D.R.)

TOTAL ANNEX AREA
49.0166 AC.
(2,135,161 SQ. FT.)

PHASE 1
36.9623 AC.
(1,610,078 SQ. FT.)

108.499
HAMPSHIRE CHEMICAL CORP.
TO
GEO SPECIALTY CHEMICALS, INC
C.F. NO. Y871006
11-01-2005

5.7310 ACRES
BLOCK 1, RESERVE "A"
BKTT DEVELOPMENT PARK REPLAT NO.
(F.C. NO. 671094 H.C.M.R.)
INDEPENDENCE BUSINESS PARK LLC

2.7710 ACRES
BLOCK 1, RESERVE "B"
TT DEVELOPMENT PARK REPLAT NO. 1
(F.C. NO. 671094 H.C.M.R.)
INDEPENDENCE BUSINESS PARK LLC

12.095 ACRES
PRO EQUIPMENT LEASING, LTD
TO
DREAM 7 EQUITIES, LLC
(C.F. NO. 20130125105)
03-18-2013

C.
TOPS &
S, INC.
(62613)

11.5000 AC.
LOVES TRAVEL STOPS &
COUNTRY STORES, INC.
(C.F. NO. 20120162613)

LEGEND

- | | |
|--|-------------------------------|
| | TRAFFIC SIGN |
| | COMMUNICATIONS MANHOLE |
| | TELEPHONE ENCLOSURE |
| | CHAIN LINK FENCE |
| | WOOD FENCE |
| | POWER POLE W/ DOWN GUY |
| | STREET/AREA LIGHT |
| | GAS VALVE |
| | GAS METER |
| | STORM/SAN/CHILL WATER MANHOLE |
| | RISER OVERHANG |
| | ELEC. MANHOLE |
| | OVERHEAD ELECTRIC LINE |
| | STORM SEWER WITH SIZE |
| | BURIED GAS LINE WITH SIZE |
| | BURIED WATER LINE WITH SIZE |
| | CHAIN LINK FENCE |
| | CORRUGATED METAL PIPE |
| | IRON PIPE |
| | IRON ROD |
| | CENTERLINE |
| | PINCH TOP PIPE |
| | PULL BOX |
| | NO PARKING SIGN |
| | CURB INLET |
| | SQUARE INLET |
| | TRAFFIC SIGNAL POLE |
| | FIRE HYDRANT |
| | WATER VALVE |
| | WATER METER |
| | SANITARY CLEAN OUT |
| | JUNCTION BOX |
| | GAS MANHOLE |
| | HANDICAP PARKING |
| | TELEPHONE |
| | SAMPLE WELL |
| | YD/WARP DRAIN |



01-25-2019	<i>Daniel E. Kersten</i>	4925
DATE	DANIEL E KERSTEN	P.P.S. NO.

I HEREBY CERTIFY THAT THIS PLAT
CORRECTLY REPRESENTS THE ACTUAL
CONDITIONS FOUND ON THE GROUND
AT THE TIME OF THE SURVEY.

GENERAL NOTES

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983. COORDINATES REFLECT GRID VALUES AND MAY BE CONVERTED TO SURFACE VALUES BY APPLYING A SCALE FACTOR OF 0.99988797257.
2. UNLESS OTHERWISE NOTED ALL CORNERS MARKED WITH SET 5/8" IRON ROD W/CAP

PREJEAN & COMPANY, INC.
surveying / mapping

HOUSTON, TX 77055
713-467-MAPS
9324 WESTVIEW DRIVE

BOUNDARY EXHIBIT

49.0166 AC. OUT OF THE
GEORGE ROSS SURVEY, A-646

01-25-2019	1"=100'	JOB NO. 342-15
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Exhibit B

METES AND BOUNDS DESCRIPTION 49.0166 ACRES OUT OF THE GEORGE ROSS SURVEY, A-646 HARRIS COUNTY, TEXAS

All that certain 49.0166 acre tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006 and a portion of those certain 6.356 and 19.381 acre tracts of land described in a deed dated 12-21-2006 from Trans Gulf Transportation, Inc. to BKTT Developments LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20060286457 and a portion of that certain 16.088 acre tract of land described in a deed dated 04-02-2015 from BKTT Developments LLC to Independence Business Park, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20150140199 and a portion of that certain 12.095 acre tract of land described in a deed dated 03-18-2013 from Pro Equipment Leasing, LTD to Dream 7 Equities, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20130125105 and a portion of Unrestricted Reserve "A", RBD Warehouse according to the plat thereof filed at Film Code Number 674607, Harris County Map Records and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINNING at a found 5/8" iron rod with cap in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract having grid coordinates of Y=13829792.78, X=3209369.15;

THENCE S 02°24'59" E – 2022.70', with said west right-of-way line to a found 5/8" iron rod with cap marking a point on a curve to the right, having a central angle of 03°51'38", a radius of 1090.60', a chord which bears S 00°37'54" E-73.47';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 73.49' to a found 5/8" iron rod, marking a point on a curve to the right, having a central angle of 15°45'32", a radius of 1090.60', a chord which bears S 09°07'06" W-299.02';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 299.96' to a found 5/8" iron rod with cap for angle point;

THENCE S 17°11'38" W - 494.50', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;

THENCE S 17°08'52" W - 121.92', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;

THENCE S 17°11'17" W - 649.34', continuing with said west right-of-way line to a found 5/8" iron rod for angle point;

THENCE S 17°10'31" W - 15.02', continuing with said west right-of-way line to a set "X" in concrete for angle point;

THENCE S 17°15'25" W - 67.73', continuing with said west right-of-way line to a set 5/8" iron rod for corner;

THENCE N 72°44'35" W - 1.00' with the north line of an 11.500 acre tract of land conveyed to Loves Travel Stops & Country Stores, Inc. described in a deed filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20120162613 to a set 5/8" iron rod with cap for corner;

THENCE N 17°15'25" E - 67.73' to a set "X" in concrete for angle point;

THENCE N 17°10'31" E - 14.67' to a set 5/8" iron rod for angle point;

THENCE N 17°11'17" E - 649.69' to a set 5/8" iron rod for angle point;

THENCE N 17°08'52" E - 121.55' to a set 5/8" iron rod for angle point;

THENCE N 17°11'38" E - 494.86' to a set 5/8" iron rod with cap marking a point on a curve to the left, having a central angle of 15°45'19", a radius of 1089.60', a chord which bears N 09°07'12" E-298.67';

THENCE with said curve for an arc distance of 299.62' to a set 5/8" iron rod for corner;

THENCE S 87°13'47" W - 652.39', with the north line of the aforementioned 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 02°46'13" E - 657.64', with the west line of said 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 87°10'33" W - 1250.57', with the north line of BKTT Development Park Replat No. 1 according the plat thereof filed a Film Code Number 671094, Harris County Map Records to a set 5/8" iron rod with cap for corner;

THENCE N 02°51'06" W - 826.61', with the east line of a called 2.2559 acre tract of land acquired by Houston Pipeline Company described in a deed filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number G318905 to a set 5/8" iron rod with cap for corner;

THENCE N 87°38'17" E - 766.07', with the south line of a called 13.6700 acre tract of land acquired by Houston Pipeline Company described in a deed filed at Volume 3348, Page 153 Harris County Deed Records to a found 1 1/2" iron pipe for corner;

HENCE N 02°50'41" W - 368.64', with the east line of said 13.6700 acre tract to a set 5/8" iron rod with cap for corner;

THENCE N 87°09'17" E - 481.65' to a found 5/8" iron rod for corner;

THENCE N 02°56'05" W - 200.80' to a found 5/8" iron rod for corner;

THENCE N 87°08'03" E - 261.52' to a found 5/8" iron rod for corner;

THENCE S 02°32'05" E - 200.90' to a set 5/8" iron rod for corner;

THENCE N 87°09'17" E - 402.37' to a set 5/8" iron rod for corner

THENCE N 02°24'59" W - 709.90' to a set 5/8" iron rod for corner;

THENCE S 87°16'46" W - 153.87' to a set 5/8" iron rod for corner;

THENCE S 02°39'37" E - 120.07' to a set 5/8" iron rod for corner;

THENCE S 87°15'31" W - 323.08' to a set 5/8" iron rod for corner;

THENCE N 02°51'50" W - 206.39' to a set 5/8" iron rod for corner;

THENCE N 47°51'31" W - 149.57' to a set 5/8" iron rod for corner;

THENCE N 02°24'59" W - 593.19' to a set 5/8" iron rod for corner;

THENCE N 34°11'00" E - 88.56' to a set 5/8" iron rod for corner;

THENCE N 87°29'30" E - 532.81', with the north line of the aforementioned 108.499 acre tract to the POINT OF BEGINNING containing 49.0166 acres, (2,135,161 square feet) of land more or less.
Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
01-25-2019



Exhibit C

PETITION FOR VOLUNTARY ANNEXATION

TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF DEER PARK, TX

The undersigned owners of the hereinafter described tract of land which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present municipal limits so as to include and annex as a part of the City of Deer Park, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof.

GEO SPECIALTY CHEMICALS, INC.,
an Ohio corporation

By: [Signature]
Randy Lay
Title: EVP + CFO

360 Central Avenue, Suite 873
Saint Petersburg, Florida 33701

STATE OF VIRGINIA §
§
COUNTY OF CYDERMAN §

This instrument was acknowledged before me by Randy Lay, the CFO of
Geo Specialty Chemicals, Inc., an Ohio corporation, on the 25 day of January, 2019.

Notary Public, State of Virginia

George E. Cordeiro

My commission expires July 31, 2020

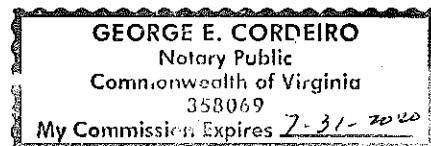


Exhibit “A”

{See attached}

METES AND BOUNDS DESCRIPTION
36.9983 ACRES OUT OF THE
GEORGE ROSS SURVEY, A-646
HARRIS COUNTY, TEXAS

All that certain 36.9983 acre tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006 and a portion of those certain 6.356 and 19.381 acre tracts of land described in a deed dated 12-21-2006 from Trans Gulf Transportation, Inc. to BKTT Developments LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20060286457 and a portion of that certain 16.088 acre tract of land described in a deed dated 04-02-2015 from BKTT Developments LLC to Independence Business Park, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20150140199 and a portion of that certain 12.095 acre tract of land described in a deed dated 03-18-2013 from Pro Equipment Leasing, LTD to Dream 7 Equities, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20130125105, and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

COMMENCING at a found 5/8" iron rod with cap in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract having grid coordinates of Y=13829792.78, X=3209369.15; THENCE S 02°24'59" E – 1563.64', with said west right-of-way line to a found 5/8" iron rod with cap marking the POINT OF BEGINNING of the herein described tract.

THENCE S 02°24'59" E – 459.06', continuing with said west right-of-way line to a found 5/8" iron rod with cap marking a point on a curve to the right, having a central angle of 03°51'38", a radius of 1090.60', a chord which bears S 00°37'54" E-73.47';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 73.49' to a found 5/8" iron rod, marking a point on a curve to the right, having a central angle of 15°45'32", a radius of 1090.60', a chord which bears S 09°07'06" W-299.02';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 299.96' to a found 5/8" iron rod with cap for angle point;

THENCE S 17°11'38" W - 494.50', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;

THENCE S 17°08'52" W - 121.92', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;

THENCE S 17°11'17" W - 649.34', continuing with said west right-of-way line to a found 5/8" iron rod for angle point;

THENCE S 87°57'59" W - 1.06', with the north line of Unrestricted Reserve "A", RBD Warehouse according to the plat thereof filed at Film Code No. 674607 to a set 5/8" iron rod with cap for corner;

THENCE N 17°11'17" E - 649.69' to a set 5/8" iron rod for angle point;

THENCE N 17°08'52" E - 121.55' to a set 5/8" iron rod for angle point;

THENCE N 17°11'38" E - 494.86' to a set 5/8" iron rod with cap marking a point on a curve to the left, having a central angle of 15°45'19", a radius of 1089.60', a chord which bears N 09°07'12" E-298.67';

THENCE with said curve for an arc distance of 299.62' to a set 5/8" iron rod for corner;

THENCE S 87°13'47" W - 652.39', with the north line of the aforementioned 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 02°46'13" E - 657.64', with the west line of said 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 87°10'33" W - 1250.57', with the north line of BKTT Development Park Replat No. 1 according the plat thereof filed a Film Code Number 671094, Harris County Map Records to a set 5/8" iron rod with cap for corner;

THENCE N 02°51'06" W - 826.61', with the east line of a called 2.2559 acre tract of land acquired by Houston Pipeline Company described in a deed filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number G318905 to a set 5/8" iron rod with cap for corner;

THENCE N 87°38'17" E - 766.07', with the south line of a called 13.6700 acre tract of land acquired by Houston Pipeline Company described in a deed filed at Volume 3348, Page 153 Harris County Deed Records to a found 1 1/2" iron pipe for corner;

HENCE N 02°50'41" W - 368.64', with the east line of said 13.6700 acre tract to a set 5/8" iron rod with cap for corner;

THENCE N 87°09'17" E - 481.65' to a found 5/8" iron rod for corner;

THENCE N 02°56'05" W - 200.80' to a found 5/8" iron rod for corner;

THENCE N 87°08'03" E - 261.52' to a found 5/8" iron rod for corner;

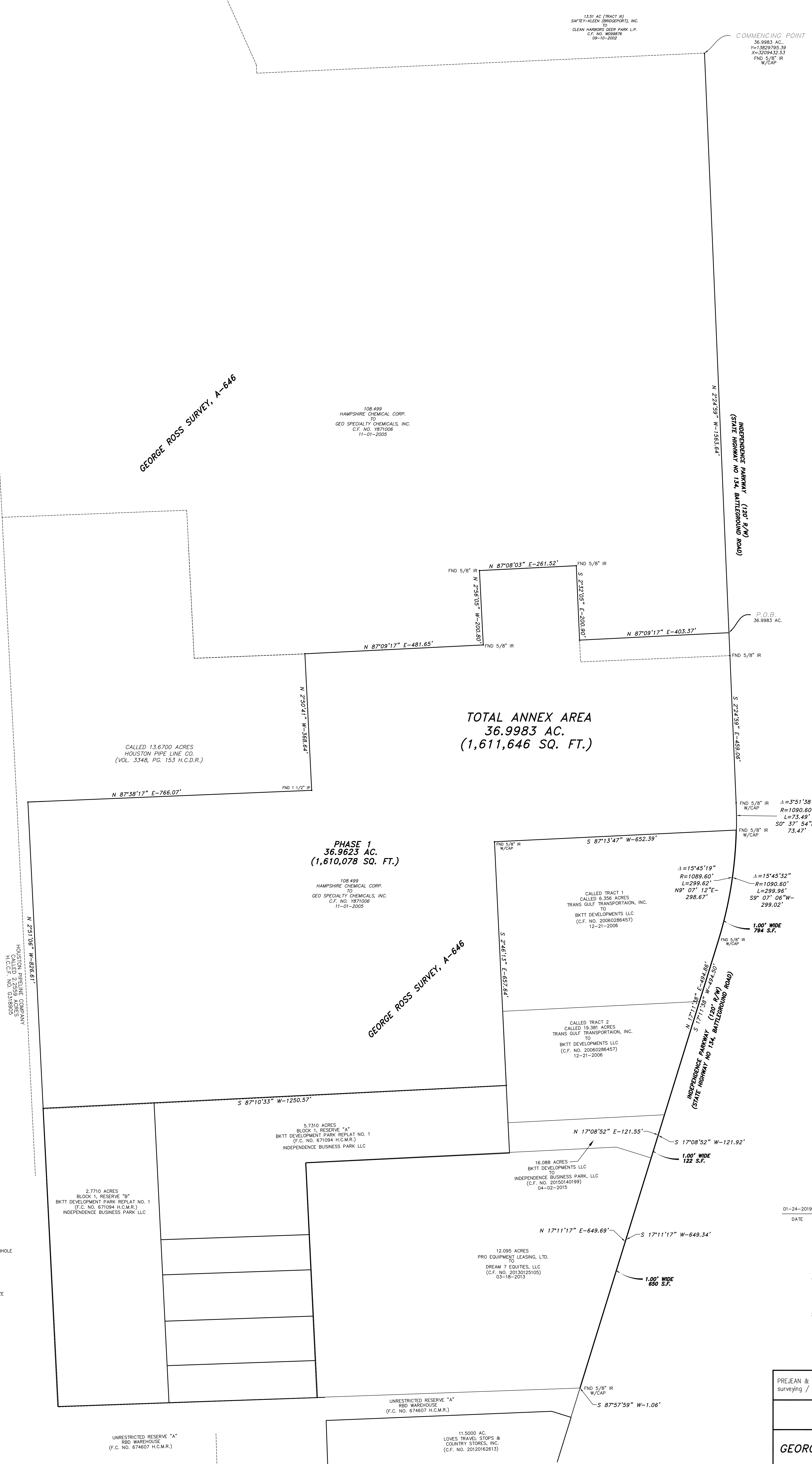
THENCE S 02°32'05" E - 200.90' to a set 5/8" iron rod for corner;

THENCE N 87°09'17" E - 403.37' to the POINT OF BEGINNING containing 36.9983 acres, (1,611,646 square feet) of land more or less.

Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
01-24-2019





- LEGEND**
- TRAFFIC SIGN
 - COMMUNICATIONS MANHOLE
 - TELEPHONE ENCLOSURE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - POWER POLE
 - POWER POLE W/DOWN GUY
 - STREET/AREA LIGHT
 - GAS VALVE
 - GAS METER
 - STORM/SAN/CHILLWATER MANHOLE
 - ROOF OVERHANG
 - ELEC MANHOLE
 - OVERHEAD ELECTRIC LINE
 - 12" RCP STORM SEWER WITH SIZE
 - 2" BURIED GAS LINE WITH SIZE
 - 12" BURIED WATER LINE WITH SIZE
 - CHAIN LINK FENCE
 - CMP CORRUGATED METAL PIPE
 - IP IRON PIPE
 - IR IRON ROD
 - € CENTERLINE
 - PTP PINCH TOP PIPE
 - PULL BOX
 - NO PARKING SIGN
 - CURB INLET
 - SQUARE INLET
 - TRAFFIC SIGNAL POLE
 - FIRE HYDRANT
 - WATER VALVE
 - WATER METER
 - SANITARY CLEAN OUT
 - JUNCTION BOX
 - GAS MANHOLE
 - HANDICAP PARKING
 - TELEPHONE
 - SAMPLE WELL
 - YD-YARD DRAIN

01-24-2019

DATE

4925

R.P.L.S. NO.

1

HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE ACTUAL CONDITIONS FOUND ON THE GROUND AT THE TIME OF THE SURVEY.

GENERAL NOTES

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983. COORDINATES REFLECT GRID VALUES AND MAY BE CONVERTED TO SURFACE VALUES BY APPLYING A SCALE FACTOR OF 0.99988797257.

2. UNLESS OTHERWISE NOTED ALL CORNERS MARKED WITH SET 5/8" IRON ROD W/CAP.

PREJEAN & COMPANY, INC.

HOUSTON, TX 77055

713-467-4400

9324 WESTVIEW DRIVE

BOUNDARY EXHIBIT

36.9983 AC. OUT OF THE

GEORGE ROSS SURVEY, A-646

HARRIS COUNTY, TEXAS

01-24-2019

1"=100'

JOB NO. 342-15

PETITION FOR VOLUNTARY ANNEXATION

TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF DEER PARK, TX

The undersigned owners of the hereinafter described tract of land which is vacant and without residents, or on which less than three (3) qualified voters reside. hereby petition your honorable body to extend the present municipal limits so as to include and annex as a part of the City of Deer Park, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof.

GEO SPECIALTY CHEMICALS, INC.,
an Ohio corporation

By: [Signature]
Randy Lay
Title: CEO

360 Central Avenue, Suite 873
Saint Petersburg, Florida 33701

STATE OF Virginia §
§
COUNTY OF Chesapeake §

This instrument was acknowledged before me by Randy Lay, the CEO of
Geo Specialty Chemicals, Inc., an Ohio corporation, on the 25 day of January, 2019.

Notary Public, State of Virginia

George E. Cordeiro

My commission expires July 31, 2020

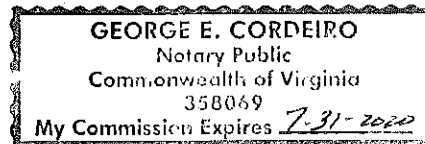


Exhibit “A”

{See attached}

METES AND BOUNDS DESCRIPTION
12.0163 ACRES OUT OF THE
GEORGE ROSS SURVEY, A-646
HARRIS COUNTY, TEXAS

All that certain 12.0163 acre tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006, and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINING at a found 5/8" iron rod with cap in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract having grid coordinates of Y=13829792.78, X=3209369.15;

THENCE S 02°24'59" E – 1563.64', with said west right-of-way line to a found 5/8" iron rod with cap for corner.

THENCE S 87°09'17" W - 1.00' to a set 5/8" iron rod with cap for corner;

THENCE N 02°24'59" W - 709.90' to a set 5/8" iron rod with cap for corner;

THENCE S 87°16'46" W - 153.87' to a set 5/8" iron rod with cap for corner;

THENCE S 02°39'37" E - 120.07' to a set 5/8" iron rod with cap for corner;

THENCE S 87°15'31" W - 323.08' to a set 5/8" iron rod with cap for corner;

THENCE N 02°51'50" W - 206.39' to a set 5/8" iron rod with cap for angle point;

THENCE N 47°51'31" W - 149.57' to a set 5/8" iron rod with cap for angle point;

THENCE N 02°24'59" W - 593.19' to a set 5/8" iron rod with cap for angle point;

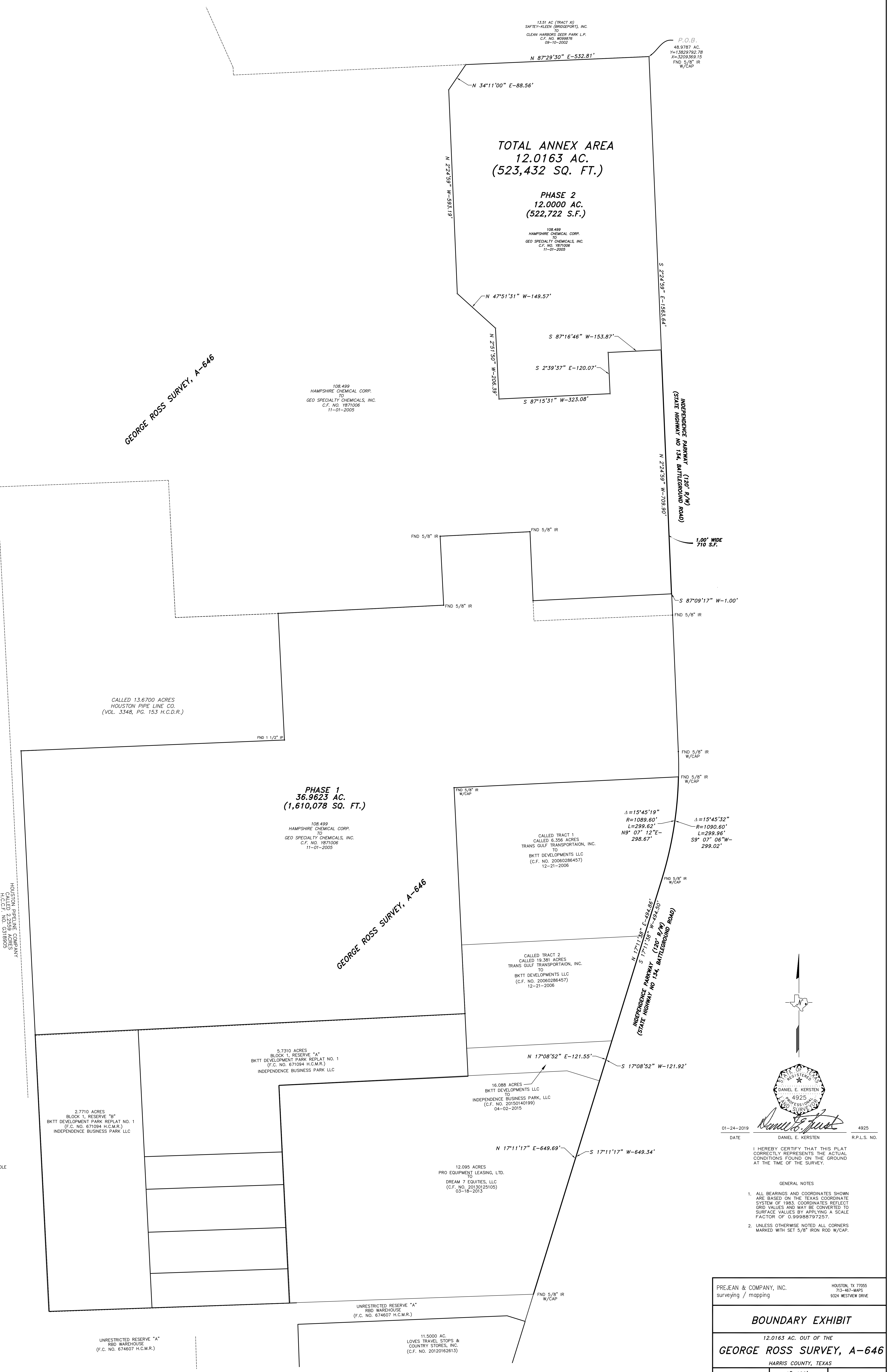
THENCE N 34°11'00" E - 88.56' to a set 5/8" iron rod with cap for angle point;

THENCE N 87°29'30" E - 532.81' to a the POINT OF BEGINNING containing 12.0163 acres, (523,432 square feet) of land more or less

Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
01-24-2019





- LEGEND**
- TRAFFIC SIGN
 - COMMUNICATIONS MANHOLE
 - TELEPHONE ENCLOSURE
 - CHAIN LINK FENCE
 - WOOD FENCE
 - POWER POLE
 - POWER POLE W/DOWN GUY
 - STREET/AREA LIGHT
 - GAS VALVE
 - GAS METER
 - STORM/SAN/CHILLWATER MANHOLE
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 - OVERHEAD ELECTRIC LINE
 - 12" RCP STORM SEWER WITH SIZE
 - 2" BURIED GAS LINE WITH SIZE
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 - CMP CORRUGATED METAL PIPE
 - IP IRON PIPE
 - IR IRON ROD
 - € CENTERLINE
 - PTP PINCH TOP PIPE
 - FULL BOX
 - NO PARKING SIGN
 - CURB INLET
 - SQUARE INLET
 - TRAFFIC SIGNAL POLE
 - FIRE HYDRANT
 - WATER VALVE
 - WATER METER
 - SANITARY CLEAN OUT
 - JUNCTION BOX
 - GAS MANHOLE
 - HANDICAP PARKING
 - TELEPHONE
 - SAMPLE WELL
 - YD-YARD DRAIN

01-24-2019

DATE

Daniel E. Kersten

DANIEL E. KERSTEN

4925

R.P.L.S. NO.

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE ACTUAL CONDITIONS FOUND ON THE GROUND AT THE TIME OF THE SURVEY.

GENERAL NOTES

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983. COORDINATES REFLECT GRID VALUES AND MAY BE CONVERTED TO SURFACE VALUES BY APPLYING A SCALE FACTOR OF 0.99988797257.

2. UNLESS OTHERWISE NOTED ALL CORNERS MARKED WITH SET 5/8" IRON ROD W/CAP.

PREJEAN & COMPANY, INC.

surveying / mapping

HOUSTON, TX 77055

713-467-4455

9324 WESTVIEW DRIVE

BOUNDARY EXHIBIT

12.0163 AC. OUT OF THE

GEORGE ROSS SURVEY, A-646

HARRIS COUNTY, TEXAS

01-24-2019

1"=100'

JOB NO. 342-15

PETITION FOR VOLUNTARY ANNEXATION

TO: THE MAYOR AND CITY COUNCIL OF THE CITY OF DEER PARK, TX

The undersigned owners of the hereinafter described tract of land which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present municipal limits so as to include and annex as a part of the City of Deer Park, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof.

This Petition is being submitted in connection with the proposed purchase of property by 739 Independence LLC (a wholly owned subsidiary of Molto Properties Fund III, LLC ("Molto") from Geo Specialty Chemicals, Inc., and other Petitions for Voluntary Annexation are being submitted by or on behalf of Molto. If the purchase from Geo is not consummated by 739 Independence LLC (or another assignee of Molto), then this Petition for Voluntary Annexation may be withdrawn by the undersigned, provided that such withdrawal occurs prior to the passage of the annexation ordinance by the Deer Park City Council

RBD Development, L.L.C.

a Texas limited liability company

By: Bernard Reingold

Name: Bernard Reingold

Title: Member

11643 Wallisville Road #A
Houston, Texas 77013-3439
Attention: Mr. Bernie Reingold

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me by Bernard Reingold, a member of RBD Development L.L.C., a Texas limited liability company, on behalf of said limited liability company, on the 24th day of January, 2019.

Sandra Renee Crawford
Notary Public, State of Texas

My commission expires JANUARY 17, 2021



Exhibit "A"

METES AND BOUNDS DESCRIPTION
83 SQUARE FEET OUT OF
UNRESTRICTED RESERVE "A"
RBD WAREHOUSE
HARRIS COUNTY, TEXAS

All that certain 83 square feet tract of land out of Unrestricted Reserve "A", RBD Warehouse according to the plat thereof filed at Film Code Number 674607, Harris County Map Records and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINNING at a found 5/8" iron rod with cap in the west right-of-way line of State Highway No. 134 (120' wide) marking the northeast corner of said Unrestricted Reserve "A", having, coordinates of Y=13826193.93, X=3209033.85;

THENCE S 17°10'31" W - 15.02', with said west right-of-way line to a point for corner;

THENCE S 17°15'25" W - 67.73', continuing with said west right-of-way line to a point for corner;

THENCE N 72°44'35" W - 1.00', with the north line of an 11.500 acre tract of land conveyed to Loves Travel Stops & Country Stores, Inc. described in a deed filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20120162613 to a set 5/8" iron rod with cap for corner.

THENCE N 17°15'25" E - 67.73' to a set "X" in concrete for corner;

THENCE N 17°10'31" E - 14.67' to a set 5/8" iron rod with cap for corner;

THENCE N 87°57'59" E - 1.06', with the north line of the aforementioned Unrestricted Reserve "A" to the POINT OF BEGINNING containing 83 square feet (0.0019 acres) of land more or less.

Compiled from survey by:

PREJEAN AND COMPANY, INC.
Surveying / Mapping
12/13/2018



RBD Warehouse – 83 Square Feet

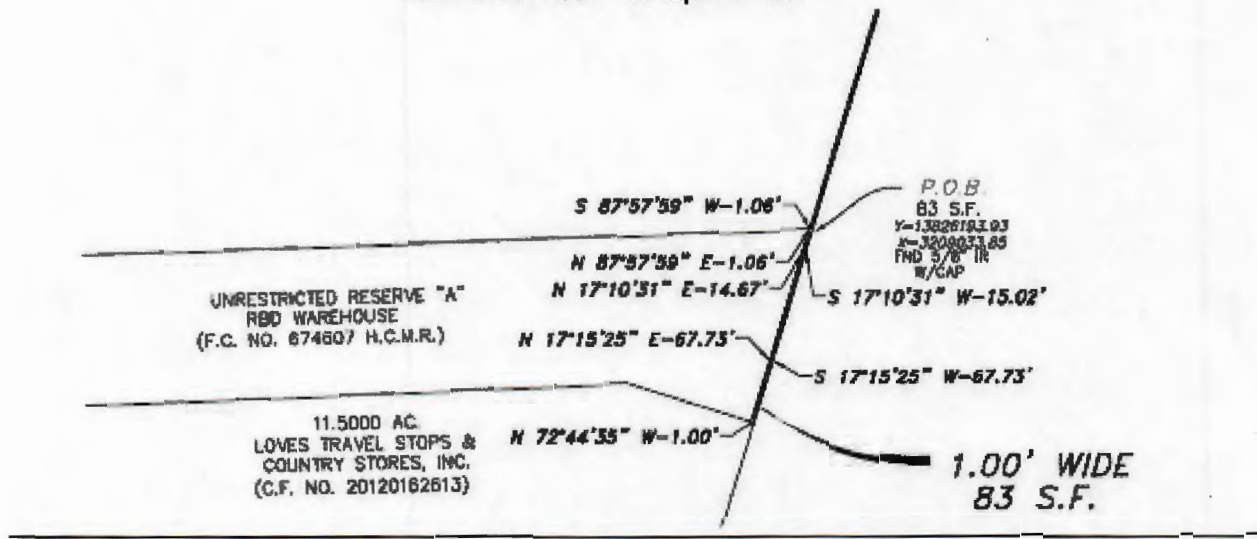


Exhibit D

SPECIAL WARRANTY DEED WITH EASEMENT RESERVATION

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Deed is by and between **DREAM 7 EQUITIES, LLC**, a Texas limited liability company, having an address of 1431 Greenway Drive, Suite 300, Irving, Texas 75038 ("Grantor") and **GEO SPECIALTY CHEMICALS, INC.**, an Ohio corporation, having an address of 401 South Earl Avenue, Suite 3A, Lafayette, Indiana 47904 ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor does hereby BARGAIN, GRANT, SELL AND CONVEY unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to that certain approximately one (1) foot wide strip of land located along the eastern most property line of the real estate commonly known as Harris County Appraisal District Account #: 0440990000127, such strip of land being more particularly described to wit (the "Property"):

SEE EXHIBIT "A".

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the centerlines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the matters of record affecting the Property described on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and, subject to the reservations herein made, Grantor will warrant and defend the title against the lawful claim of all persons claiming by, through or under Grantor, but not otherwise. The preceding sentence is for the benefit of Grantee and the successors in title to Grantee.

Grantor reserves for Grantor and Grantor's successors and assigns a free, uninterrupted, perpetual easement on, over, across and under the Property hereby conveyed for vehicular and pedestrian ingress and egress to and from Grantor's land adjoining the Property described on **EXHIBIT "D"** attached hereto (hereinafter "Grantor's Property") and the public right of way adjoining the Property, for the maintenance, installation and repair of utilities serving Grantor's Property. The aforesaid easement shall include the use by Grantor and Grantor's successors and assigns of the surface and subsurface of the Property and the right to maintain, construct, install and

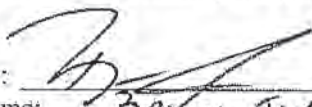
replace improvements such as driveways or sidewalks on the surface of the Property (but Grantor shall not construct any buildings or other material structures upon the Property) and utility lines and drainage or other facilities in the subsurface of the Property in connection therewith the aforesaid uses. Grantor and Grantor's successors and assigns shall also have a free, perpetual easement and right to use the surface of the Property for the maintenance of lawns and other landscaping. The easements reserved unto Grantor and Grantor's successors and assigns herein are appurtenant to and run with Grantor's Property and all portions of it, whether the easement is referenced in any conveyance of Grantor's Property or any portion of it. The easement binds and inures to the benefit of Grantor and the Grantor's successors and assigns. Grantor and Grantor's successors and assigns shall have the right to convey to others from time to time the right to use all or part of the easements reserved herein in conjunction with Grantor so long as such further conveyance is subject to the terms set forth herein. The easements reserved herein may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or benefited hereby; provided, however, that the act of obtaining an injunction or restraining order will not be deemed an election of remedies or a waiver of any other rights or remedies available at law or in equity. If Grantor or Grantor's successors or assigns retain an attorney to enforce the terms of the easements reserved herein, they shall be entitled to recover reasonable attorneys' fees and court and other costs.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS SPECIAL WARRANTY DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS SPECIAL WARRANTY DEED.

This conveyance is further subject to the reservation set forth on Exhibit "C" attached hereto and incorporated herein by this reference.

EXECUTED: January 11, 2019.

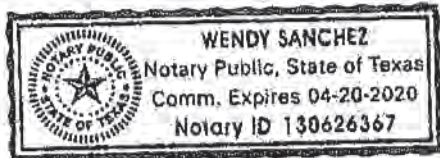
GRANTOR:
DREAM 7 EQUITIES, LLC,
a Texas limited liability company

By: 
Name: Bryan J. Davis
Title: President

STATE OF TEXAS

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on January 10, 2019, by Brian Jarvis, the President of DREAM 7 EQUITIES, LLC, a Texas limited liability company, on behalf of said company.



WITNESS my hand and official seal.

Wendy Sanchez
Notary's Signature

Recorded at the request of and return to:

First American

ATTN: _____ (NCS _____)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY HEREBY CONVEYED

METES AND BOUNDS DESCRIPTION
650 SQUARE FEET OUT OF THE
GEORGE ROSS SURVEY, A-646
HARRIS COUNTY, TEXAS

All that certain 650 square feet tract of land out of the George Ross Survey, A- 646 being a portion of that certain 12.095 acre tract of land described in a deed dated 03-18-2013 from Pro Equipment Leasing, LTD to Dream 7 Equities, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20130125105 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINNING at a found 5/8" iron rod with cap in the west right-of-way line of State Highway No. 134 (120 wide) marking the northeast corner of said 12.095 acre tract having grid coordinates of Y=13826814.27, X=3209225.73;

THENCE S 17°11'17" W - 649.34', with said west right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE S 87°57'59" W - 1.06', with the north line of Unrestricted Reserve "A", RBD Warehouse according to the plat thereof filed at Film Code Number 674607, Harris County Map Records to a set 5/8" iron rod with cap for corner;

THENCE N 17°11'17" E - 649.69' to a set 5/8" iron rod with cap for corner;

THENCE S 72°48'46" E - 1.00', with the north line of the aforementioned 12.095 acre tract to the POINT OF BEGINNING containing 650 square feet (0.0149 acres) of land more or less.

Compiled from survey by:

PREJEAN AND COMPANY, INC.
Surveying / Mapping
12/13/2018



EXHIBIT "B"

PERMITTED EXCEPTIONS

Non-delinquent standby fees, taxes and assessments by any taxing authority for year 2018 and subsequent years.

Easements and covenants of record affecting the land.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the public records.

EXHIBIT "C"

RESERVATION OF MINERAL RIGHTS

The Grantor hereby reserves all of the Mineral Estate (as hereinafter defined) in the Property owned by Grantor. As used herein, "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate includes water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, and the use of the surface of the Property or the use of surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

EXHIBIT "D"

GRANTOR'S PROPERTY

8.000 acres of land situated in the George Ross Survey, Abstract Number 646, Harris County, Texas, being a portion of that certain called 12.095 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20060286455, said 8.000 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch aluminum disk in concrete found in the Westerly right-of-way line of State Highway No. 134 (Independence Parkway) (120 foot right-of-way) for the Southeasterly corner of that certain called 13.51 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number W099876 and the most Easterly Northeast corner of that certain called 108.499 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y871006;

Thence, S 02°28'30" E, along the Westerly right-of-way line of said State Highway No. 134 (Independence Parkway), a distance of 2022.30 feet to a 5/8 inch iron rod with cap found for a point of non-tangent curvature to the right;

Thence, in a Southwesterly direction, continuing along the Westerly right-of-way line of said State Highway No. 134 (Independence Parkway), with said non-tangent curve to the right, having a central angle of 19°39'37", a radius of 1090.60 feet, an arc length of 374.23 feet, a chord bearing of S 07°12'26" W and a chord distance of 372.39 feet to a 5/8 inch iron rod with cap found for a point of non-tangency;

Thence, S 17°08'52" W, continuing along the Westerly right-of-way line of said State Highway No. 134 (Independence Parkway), a distance of 906.74 feet to a 5/8 inch iron rod with cap set for the POINT OF BEGINNING of the herein described tract of land;

Thence, S 17°08'52" W, continuing along the Westerly right-of-way line of said State Highway No. 134 (Independence Parkway), a distance of 359.21 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of said 12.095 acre tract;

Thence, S 87°57'59" W, along the Southerly line of said 12.095 acre tract, a distance of 709.00 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of said 12.095 acre tract;

Thence, N 02°49'44" W, along the Southerly line of said 12.095 acre tract, a distance of 634.39 feet to a 5/8 inch iron rod with cap found for the Northwesterly corner of said 12.094 acre tract;

Thence, N 87°10'16" E, along the Northerly line of said 12.095 acre tract, a distance of 293.21 feet to a 5/8 inch iron rod with cap set for an angle point;

Thence, S 02°49'44" E, a distance of 299.16 feet to a 5/8 inch iron rod with cap set for corner;

Thence, N 87°57'59" E, a distance of 538.49 feet to the POINT OF BEGINNING and containing 8.000 acres of land.

LESS AND EXCEPT THE APPROXIMATELY 1' WIDE STRIP OF LAND CONVEYED BY THIS DEED TO GEO SPECIALTY CHEMICALS, INC. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

{See legal description of excepted parcel on next page}

{Exception Parcel}

All that certain 650 square feet tract of land out of the George Ross Survey, A- 646 being a portion of that certain 12.095 acre tract of land described in a deed dated 03-18-2013 from Pro Equipment Leasing, LTD to Dream 7 Equities, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20130125105 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINNING at a found 5/8" iron rod with cap in the west right-of-way line of State Highway No. 134 (120 wide) marking the northeast corner of said 12.095 acre tract having grid coordinates of Y=13826814.27, X=3209225.73;

THENCE S 17°11'17" W - 649.34', with said west right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE S 87°57'59" W - 1.06', with the north line of Unrestricted Reserve "A", RBD Warehouse according to the plat thereof filed at Film Code Number 674607, Harris County Map Records to a set 5/8" iron rod with cap for corner;

THENCE N 17°11'17" E - 649.69' to a set 5/8" iron rod with cap for corner;

THENCE S 72°48'46" E - 1.00', with the north line of the aforementioned 12.095 acre tract to the POINT OF BEGINNING containing 650 square feet (0.0149 acres) of land more or less.



RP-2019-29583
Pages 9
01/24/2019 08:43 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$44.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-29583

SPECIAL WARRANTY DEED WITH EASEMENT RESERVATION

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Deed is by and between **BKTT DEVELOPMENTS LLC**, a Texas limited liability company, having an address of 437 Independence Parkway S., La Porte, Texas 77571 ("Grantor") and **GEO SPECIALTY CHEMICALS, INC.**, an Ohio Corporation, having an address of 401 South Earl Avenue, Suite 3A, Lafayette, Indiana 47904 ("Grantee").

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor does hereby BARGAIN, GRANT, SELL AND CONVEY unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to that certain approximately one (1') foot wide strip of land located along the westerly right of way line of Independence Parkway in Harris County Texas, such strip of land being more particularly described as to wit (the "Property"):

SEE EXHIBIT "A".

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the centerlines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the matters of record affecting the Property described on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and, subject to the reservations herein made, Grantor will warrant and defend the title against the lawful claim of all persons claiming by, through or under Grantor, but not otherwise. The preceding sentence is for the benefit of Grantee and the successors in title to Grantee.

Grantor reserves for Grantor and Grantor's successors and assigns a free, uninterrupted, perpetual easement on, over, across and under the Property hereby conveyed for vehicular and pedestrian ingress and egress to and from Grantor's land adjoining the Property described on **EXHIBIT "D"** attached hereto (hereinafter "Grantor's Property") and the public right of way adjoining the Property, for the maintenance, installation and repair of utilities serving Grantor's Property. The aforesaid easement shall include the use by Grantor and Grantor's successors and assigns of the surface and subsurface of the Property and the right to maintain, construct, install and replace improvements such as driveways or sidewalks on the surface of the Property (but

Grantor shall not construct any buildings or other material structures upon the Property) and utility lines and drainage or other facilities in the subsurface of the Property in connection therewith the aforesaid uses. Grantor and Grantor's successors and assigns shall also have a free, perpetual easement and right to use the surface of the Property for the maintenance of lawns and other landscaping. The easements reserved unto Grantor and Grantor's successors and assigns herein are appurtenant to and run with Grantor's Property and all portions of it, whether the easement is referenced in any conveyance of Grantor's Property or any portion of it. The easement binds and inures to the benefit of Grantor and the Grantor's successors and assigns. Grantor and Grantor's successors and assigns shall have the right to convey to others from time to time the right to use all or part of the easements reserved herein in conjunction with Grantor so long as such further conveyance is subject to the terms set forth herein. The easements reserved herein may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or benefited hereby; provided, however, that the act of obtaining an injunction or restraining order will not be deemed an election of remedies or a waiver of any other rights or remedies available at law or in equity. If Grantor or Grantor's successors or assigns retain an attorney to enforce the terms of the easements reserved herein, they shall be entitled to recover reasonable attorneys' fees and court and other costs.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS SPECIAL WARRANTY DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS SPECIAL WARRANTY DEED.

This conveyance is further subject to the reservation set forth on Exhibit "C" attached hereto and incorporated herein by this reference.

EXECUTED: January 22 2019.

GRANTOR:

BKTT DEVELOPMENTS LLC,
a Texas limited liability company

By: 

Name: William W. Iker

Title: PRESIDENT + MANAGER

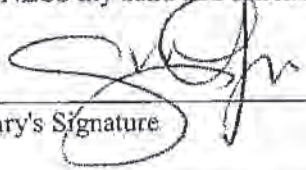
STATE OF TEXAS

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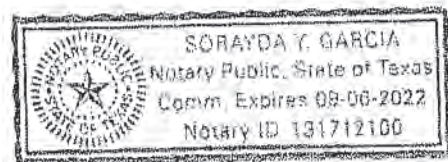
COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on January 22, 2019, by William W. Lyons, the ~~President~~ Manager of BKTT Developments LLC, a Texas limited liability company, on behalf of said company.

WITNESS my hand and official seal.



Notary's Signature



Recorded at the request of and return to:

Alamo Title Company

ATTN: _____ (NCS _____)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY HEREBY CONVEYED

METES AND BOUNDS DESCRIPTION
794 SQUARE FEET OUT OF THE
GEORGE ROSS SURVEY, A-646
HARRIS COUNTY, TEXAS

All that certain 794 square feet tract of land out of the George Ross Survey, A- 646 being a portion of those certain 6.356 and 19.381 acre tracts of land described in a deed dated 12-21-2006 from Trans Gulf Transportation, Inc. to BKT Development LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20060286457 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINNING at a found 5/8" iron rod with cap in the west right-of-way line of State Highway No. 134 (120' wide) marking the northeast corner of said 6.356 acre tract being a point on a curve to the left, having a central angle of 15°45'32", a radius of 1090.60', a chord which bears S 09°07'06" W - 299.02' having grid coordinates of Y=13827698.41, X=3209455.24;

THENCE with said curve and with said west right-of-way line for an arc distance of 299.96' to found 5/8" iron rod with cap for angle point;

THENCE S 17°11'38" W - 494.50', continuing with said west right-of-way line to a set 5/8" iron rod with cap for corner;

THENCE S 87°05'03" W - 1.06' with the north line of a 16.088 acre tract of land described in a deed dated 04-02-2015 from BKT Development LLC to Independence Business Park, LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20150140199 to a set 5/8" iron rod with cap for corner;

THENCE N 17°11'38" E - 494.86' to a set 5/8" iron rod with cap on a curve to the right, having a central angle of 15°45'19", a radius of 1089.60', a chord which bears N 09°07'12" E - 298.67'

THENCE with said curve for an arc distance of 299.62' to a set 5/8" iron rod with cap for corner;

THENCE N 87°13'47" E - 1.00', with the north line of the aforementioned 6.356 acre tract to the POINT OF BEGINNING of the herein described tract containing 794 square feet (0.0182 acres) of land more or less.
Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
12/13/2018



EXHIBIT "B"

PERMITTED EXCEPTIONS

Non-delinquent standby fees, taxes and assessments by any taxing authority for year 2018 and subsequent years.

Easements and covenants of record affecting the land.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the public records.

EXHIBIT "C"

RESERVATION OF MINERAL RIGHTS

The Grantor hereby reserves all of the Mineral Estate (as hereinafter defined) in the Property owned by Grantor. As used herein, "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate includes water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, and the use of the surface of the Property or the use of surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

EXHIBIT "D"

GRANTOR'S PROPERTY

Tract 1 of Grantor's Property

6.356 acres of land situated in the George Ross Survey, Abstract Number 646, Harris County, Texas, being a portion of that certain called 103.943 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number R743842, said 6.356 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch aluminum disk in concrete found in the Westerly right-of-way line of State Highway No. 134 (Battleground Road) (120 foot right-of-way) for the Southeasterly corner of that certain called 13.51 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number W099876 and the most Easterly-Northeast corner of that certain called 108.499 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y871006;

Thence, S 02°28'30" E, along the Westerly right-of-way line of said State Highway No. 134 (Battleground Road), a distance of 2022.30 feet to a 5/8 inch iron rod with cap found for a point of non-tangent curvature to the right;

Thence, in a Southerly direction, continuing along the Westerly right-of-way line of said State Highway No. 134 (Battleground Road), with said non-tangent curve to the right, having a central angle of 03°51'39", a radius of 1090.60 feet, an arc length of 73.49 feet, a chord bearing of S 00°41'33" E and a chord distance of 73.47 feet to a 5/8 inch iron rod with cap found for the most Easterly Southeast corner of said 108.499 acre tract and the POINT OF BEGINNING of the herein described tract of land;

Thence, in a Southwesterly direction, continuing along the Westerly right-of-way line of said State Highway No. 134 (Battleground Road) and said non-tangent curve to the right, having a central angle of 15°47'58", a radius of 1090.60 feet, an arc length of 300.74 feet, a chord bearing of S 09°08'15" W and a chord length of 299.78 feet to a 5/8 inch iron rod with cap found for a point of non-tangency;

Thence, S 17°08'52" W, continuing along the Westerly right-of-way line of said State Highway No. 134 (Battleground Road), a distance of 174.90 feet to a 5/8 inch iron rod with cap set for corner

Thence, S 87°10'16" W, a distance of 531.49 feet to a 5/8 inch iron rod with cap set in an Easterly line of said 108.499 acre tract;

Thence, N 02°49'44" W, along an Easterly line of said 108.499 acre tract, a distance of 457.64 feet to a 5/8 inch iron rod with cap found for an interior corner of said 108.499 acre tract;

Thence, N 87°10'16" E, along a Southerly line of said 108.499 acre tract, a distance of 653.39 feet to the POINT OF BEGINNING and containing 6.356 acres of land.

BEARING ORIENTATION BASED ON S 17°13'47" W BEING A WESTERLY LINE OF STATE HIGHWAY NO. 134 AS DESCRIBED IN THAT CERTAIN 103.943 ACRE TRACT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER R743842.

TRACT BEING SHOWN ON MAP (SEE HSC 01164-E-3)

{legal description continued on next page}

Tract 2 of Grantor's Property

6.356 acres of land situated in the George Ross Survey, Abstract Number 646, Harris County, Texas, being a portion of that certain called 103.943 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number R743842, said 6.356 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch aluminum disk in concrete found in the Westerly right-of-way line of State Highway No. 134 (Battleground Road) (120 foot right-of-way) for the Southeasterly corner of that certain called 13.51 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number W099876 and the most Easterly/Northeast corner of that certain called 108.499 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y871006;

Thence, S 02°28'30" E, along the Westerly right-of-way line of said State Highway No. 134 (Battleground Road), a distance of 2022.30 feet to a 5/8 inch iron rod with cap found for a point of non-tangent curvature to the right;

Thence, in a Southerly direction, continuing along the Westerly right-of-way line of said State Highway No. 134 (Battleground Road), with said non-tangent curve to the right, having a central angle of 03°51'39", a radius of 1090.60 feet, an arc length of 73.49 feet, a chord bearing of S 00°41'33" E and a chord distance of 73.47 feet to a 5/8 inch iron rod with cap found for the most Easterly Southeast corner of said 108.499 acre tract and the POINT OF BEGINNING of the herein described tract of land;

Thence, in a Southwesterly direction, continuing along the Westerly right-of-way line of said State Highway No. 134 (Battleground Road) and said non-tangent curve to the right, having a central angle of 15°47'58", a radius of 1090.60 feet, an arc length of 300.74 feet, a chord bearing of S 09°08'15" W and a chord length of 299.78 feet to a 5/8 inch iron rod with cap found for a point of non-tangency;

Thence, S 17°08'52" W, continuing along the Westerly right-of-way line of said State Highway No. 134 (Battleground Road), a distance of 174.90 feet to a 5/8 inch iron rod with cap set for corner

Thence, S 87°10'16" W, a distance of 531.49 feet to a 5/8 inch iron rod with cap set in an Easterly line of said 108.499 acre tract;

Thence, N 02°49'44" W, along an Easterly line of said 108.499 acre tract, a distance of 457.64 feet to a 5/8 inch iron rod with cap found for an interior corner of said 108.499 acre tract;

Thence, N 87°10'16" E, along a Southerly line of said 108.499 acre tract, a distance of 653.39 feet to the POINT OF BEGINNING and containing 6.356 acres of land.

BEARING ORIENTATION BASED ON S 17°13'47" W BEING A WESTERLY LINE OF STATE HIGHWAY NO. 134 AS DESCRIBED IN THAT CERTAIN 103.943 ACRE TRACT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER R743842.

TRACT BEING SHOWN ON MAP (SEE HSC 01164-E-3)

LESS AND EXCEPT FROM SAID TRACT 2 THAT CERTAIN 16.088 ACRE TRACT OF LAND CONVEYED BY BKTT DEVELOPMENTS LLC TO

EXHIBIT "D"

GRANTOR'S PROPERTY

INDEPENDENCE BUSINESS PARK, LLC BY DEED DATED APRIL 2, 2014
AND RECORDED IN OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY
TEXAS ON APRIL 7, 2015 AS DOCUMENT NO. 20150140199

AND ALSO LESS AND EXCEPT FROM THE ABOVE DESCRIBED LAND THE
APPROXIMATELY 1' WIDE STRIP OF LAND CONVEYED BY THIS DEED
TO Geo Specialty Chemicals, Inc. AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

{Exception Parcel}

All that certain 794 square feet tract of land out of the George Ross Survey, A- 646 being a portion of those certain 6.356 and 19.381 acre tracts of land described in a deed dated 12-21-2006 from Trans Gulf Transportation, Inc. to BKTT Developments LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20060286457 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINNING at a found 5/8" iron rod with cap in the west right-of-way line of State Highway No. 134 (120 wide) marking the northeast corner of said 6.356 acre tract being a point on a curve to the left, having a central angle of 15°45'32", a radius of 1090.60', a chord which bears S 09°07'06" W - 299.02' having grid coordinates of Y=13827698.41, X=3209455.24;

THENCE with said curve and with said west right-of-way line for an arc distance of 299.96' to found 5/8" iron rod with cap for angle point;

THENCE S 17°11'38" W - 494.50', continuing with said west right-of-way line to a set 5/8" iron rod with cap for corner;

THENCE S 87°05'03" W - 1.06' with the north line of a 16.088 acre tract of land described in a deed dated 04-02-2015 from BKTT Developments, LLC to Independence Business Park, LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20150140199 to a set 5/8" iron rod with cap for corner;

THENCE N 17°11'38" E - 494.86' to a set 5/8" iron rod with cap on a curve to the right, having a central angle of 15°45'19", a radius of 1089.60', a chord which bears N 09°07'12" E - 298.67'

THENCE with said curve for an arc distance of 299.62' to a set 5/8" iron rod with cap for corner;

THENCE N 87°13'47" E - 1.00', with the north line of the aforementioned 6.356 acre tract to the POINT OF BEGINNING of the herein described tract containing 794 square feet (0.0182 acres) of land more or less.

RP-2019-29581
Pages 10
01/24/2019 08:43 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$48.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-29581

SPECIAL WARRANTY DEED WITH EASEMENT RESERVATION

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Deed is by and between **INDEPENDENCE BUSINESS PARK, LLC**, a Texas limited liability company, having an address of 207 Blue Point Road, Clear Lake Shores, Texas 77565 ("Grantor") and **GEO SPECIALTY CHEMICALS, INC.**, an Ohio corporation, having an address of 401 South Earl Avenue, Suite 3A, Lafayette, Indiana 47904 ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor does hereby BARGAIN, GRANT, SELL AND CONVEY unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to that certain approximately one (1') foot wide strip of land located along the westerly right of way line of Independence Parkway in Harris County Texas, such strip of land being more particularly described as to wit (the "Property"):

SEE EXHIBIT "A".

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the centerlines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the matters of record affecting the Property described on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and, subject to the reservations herein made, Grantor will warrant and defend the title against the lawful claim of all persons claiming by, through or under Grantor, but not otherwise. The preceding sentence is for the benefit of Grantee and the successors in title to Grantee.

Grantor reserves for Grantor and Grantor's successors and assigns a free, uninterrupted, perpetual easement on, over, across and under the Property hereby conveyed for vehicular and pedestrian ingress and egress to and from Grantor's land adjoining the Property described on **EXHIBIT "D"** attached hereto (hereinafter "Grantor's Property") and the public right of way adjoining the Property, for the maintenance, installation and repair of utilities serving Grantor's Property. The aforesaid easement shall include the use by Grantor and Grantor's successors and assigns of the surface and subsurface of the Property and the right to maintain, construct, install and replace improvements such as driveways or sidewalks on the surface of the Property (but

Grantor shall not construct any buildings or other material structures upon the Property) and utility lines and drainage or other facilities in the subsurface of the Property in connection therewith with the aforesaid uses. Grantor and Grantor's successors and assigns shall also have a free, perpetual easement and right to use the surface of the Property for the maintenance of lawns and other landscaping. The easements reserved unto Grantor and Grantor's successors and assigns herein are appurtenant to and run with Grantor's Property and all portions of it, whether the easement is referenced in any conveyance of Grantor's Property or any portion of it. The easement binds and inures to the benefit of Grantor and the Grantor's successors and assigns. Grantor and Grantor's successors and assigns shall have the right to convey to others from time to time the right to use all or part of the easements reserved herein in conjunction with Grantor so long as such further conveyance is subject to the terms set forth herein. The easements reserved herein may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or benefited hereby; provided, however, that the act of obtaining an injunction or restraining order will not be deemed an election of remedies or a waiver of any other rights or remedies available at law or in equity. If Grantor or Grantor's successors or assigns retain an attorney to enforce the terms of the easements reserved herein, they shall be entitled to recover reasonable attorneys' fees and court and other costs.

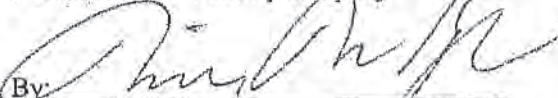
GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS SPECIAL WARRANTY DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THIS SPECIAL WARRANTY DEED.

This conveyance is further subject to the reservation set forth on Exhibit "C" attached hereto and incorporated herein by this reference.

EXECUTED: January, 2019.

GRANTOR:

INDEPENDENCE BUSINESS PARK, LLC,
a Texas limited liability company

By: 
Name: William W. Kay
Title: PRESIDENT + MANAGER

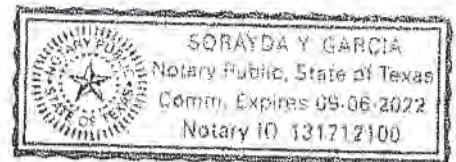
STATE OF TEXAS

COUNTY OF HARRIS

THIS INSTRUMENT was acknowledged before me on January 22, 2019, by William W. Kays, the ~~President~~ Manager of Independence Business Park, LLC, a Texas limited liability company, on behalf of said company.

WITNESS my hand and official seal.

Notary's Signature



Recorded at the request of and return to:
Alamo Title Company
ATTN: _____ (NCS _____)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY HEREBY CONVEYED

**METES AND BOUNDS DESCRIPTION
122 SQUARE FEET OUT OF THE
GEORGE ROSS SURVEY, A-646
HARRIS COUNTY, TEXAS**

All that certain 122 square feet tract of land out of the George Ross Survey, A- 646 being a portion of that certain 16.088 acre tract of land described in a deed dated 04-02-2015 from BKTT Developments LLC to Independence Business Park, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20150140199 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINNING at a set 5/8" iron rod with cap in the west right-of-way line of State Highway No. 134 (120 wide) marking the northeast corner of said 16.0881 acre tract having grid coordinates of Y=13826930.77, X=3209261.68;

THENCE S 17°08'52" W - 121.92', with said west right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE N 72°48'46" W - 1.00', with the north line of a 12.095 acre tract of land described in a deed dated 03-18-2013 from Pro Equipment Leasing, LTD. To Dream 7 Equities, LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20130125105 to a set 5/8" iron rod with cap for corner;

THENCE N 17°08'52" E - 121.55' to a set 5/8" iron rod with cap for corner;

THENCE N 87°05'03" E - 1.06', with the north line of the aforementioned 16.088 acre tract to the POINT OF BEGINNING containing, 122 square feet (0.0028 acres) of land more or less.

Compiled from survey by:

PREJEAN AND COMPANY, INC.
Surveying / Mapping
12/13/2018



EXHIBIT "B"

PERMITTED EXCEPTIONS

Non-delinquent standby fees, taxes and assessments by any taxing authority for year 2018 and subsequent years.

Easements and covenants of record affecting the land.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the public records.

EXHIBIT "C"

RESERVATION OF MINERAL RIGHTS

The Grantor hereby reserves all of the Mineral Estate (as hereinafter defined) in the Property owned by Grantor. As used herein, "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate includes water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, and the use of the surface of the Property or the use of surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

EXHIBIT "D"

GRANTOR'S PROPERTY

16.088 acres of land situated in the George Ross Survey, Abstract Number 646, Harris County, Texas, being a portion of that certain called 19.381 acres of land as described in deed and recorded in the Official Public Records of Harris County, Texas, under County Clerk's File Number 20060286457, said 16.088 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch aluminum disk in concrete found in the Westerly right-of-way line of State Highway No. 134 (Independence Parkway) (120 foot right-of-way) for the Southeast corner of that certain called 13.51 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number W099876 and the most Easterly Northeast corner of that certain called 108.499 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y871006;

Thence, S 02°28'30" E, along the Westerly right-of-way line of said State Highway No. 134 (Independence Parkway), a distance of 2022.30 feet to a 5/8 inch iron rod with cap found for a point of non-tangent curvature to the right;

Thence, in a Southerly direction, continuing along the Westerly right-of-way line of said State Highway No. 134 (Independence Parkway), with said non-tangent curve to the right, having a central angle of 19°39'37"; a radius of 1090.60 feet, an arc length of 374.23 feet, a chord bearing of S 07°12'26" W and a chord distance of 372.39 feet to a 5/8 inch iron rod with cap found for a point of non-tangency;

Thence, S 17°08'52" W, continuing along the Westerly right-of-way line of said State Highway No. 134 (Independence Parkway), a distance of 494.62 feet to the POINT OF BEGINNING of the herein described tract of land;

Thence, S 17°08'52" W, continuing along the Westerly right-of-way line of said State Highway No. 134 (Independence Parkway), a distance of 121.92 feet to a 5/8 inch iron rod with cap found for the Northeast corner of that certain called 12.095 acres of land as described in deed and recorded in the Official Public Records of Harris County, Texas, under County Clerk's File Number 2012601102;

Thence, N 72°51'08" W, along the Northerly line of said 12.095 acre tract, a distance of 99.22 feet to a 5/8 inch iron rod with cap found for an angle point;

Thence, S 87°10'16" W, continuing along the Northerly line of said 12.095 acre tract, a distance of 837.54 feet to a 5/8 inch iron rod with cap found for the Northwestern corner of said 12.095 acre tract;

{legal description continued on next page}

Thence, S 02°49'44" E, along the Westerly line of said 12.095 acre tract, a distance of 634.39 feet to a 5/8 inch iron with cap found in the Northerly line of that certain called 29.699 acres of land described in deed and recorded in the Official Public Records of Harris County, Texas, under County Clerk's File Number 20060286459, for the Southwesterly corner of said 12.095 acre tract;

Thence, S 87°57'59" W, along the Northerly line of said 29.699 acre tract, a distance of 699.30 feet to the Easterly line of that certain called 2,2559 acres of land as described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number G318905, for the Northwesterly corner of said 29.699 acre tract and the Southwesterly corner of said 19.381 acre tract;

Thence, N 02°54'37" W, along the Westerly line of said 19.381 acre tract, a distance of 894.67 feet to a 5/8 inch iron rod with cap found for the most Southerly Southwest corner of said 108.499 acre tract;

Thence, N 87°07'02" E, along the Southerly line of said 108.499 acre tract, a distance of 1250.57 feet to a 5/8 inch iron rod with cap found for the most Southerly Southeast corner of said 108.499 acre tract;

Thence, S 02°49'44" E, a distance of 101.12 feet to a point for corner;

Thence, N 87°05'03" E, a distance of 422.25 feet to the POINT OF BEGINNING and containing 16.088 acres of land.

LESS AND EXCEPT THE APPROXIMATELY 1' WIDE STRIP OF LAND
CONVEYED BY THIS DEED TO Geo Specialty Chemicals, Inc. AND
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

{See legal description of excepted parcel on next
page}

EXHIBIT "D"

GRANTOR'S PROPERTY

{Exception Parcel}

All that certain 122 square feet tract of land out of the George Ross Survey, A-646 being a portion of that certain 16.088 acre tract of land described in a deed dated 04-02-2015 from BKTT Developments LLC to Independence Business Park, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20150140199 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

BEGINNING at a set 5/8" iron rod with cap in the west right-of-way line of State Highway No. 134 (120 wide) marking the northeast corner of said 16.0881 acre tract having grid coordinates of Y=13826930.77, X=3209261.68;

THENCE S 17°08'52" W - 121.92', with said west right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE N 72°48'46" W - 1.00', with the north line of a 12.095 acre tract of land described in a deed dated 03-18-2013 from Pro Equipment Leasing, LTD. To Dream 7 Equities, LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20130125105 to a set 5/8" iron rod with cap for corner;

THENCE N 17°08'52" E - 121.55' to a set 5/8" iron rod with cap for corner;

THENCE N 87°05'03" E - 1.06', with the north line of the aforementioned 16.088 acre tract to the POINT OF BEGINNING containing, 122 square feet (0.0028 acres) of land more or less.

RP-2019-29582
Pages 10
01/24/2019 08:43 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$48.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-29582

**AGREEMENT REGARDING MUNICIPAL SERVICES
FOR VOLUNTARY ANNEXATION**

The **City of Deer Park, Texas** (hereinafter referred to as the "City") and **739 Independence, LLC** (hereinafter referred to as the "Property Owner") desire to enter into an Agreement Regarding Municipal Services for Voluntary Annexed Property per Section 43.0672 of the Local Government Code. This Agreement involves the property being described in Exhibit "A" attached hereto.

The City hereby agrees to provide the municipal services listed below effective upon the annexation by the City of the Property described in Exhibit "A" attached hereto.

Property Owner hereby agrees to the municipal services listed below along with the effective dates listed. The Property Owner acknowledges that the City is not required to provide services not expressly listed below.

FIRE/EMERGENCY MEDICAL SERVICES (EMS)

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon installation of Water Service. Primary fire response will be provided by Fire Station No. 3, located at 2211 East X Street. Adequate fire suppression activities can be afforded to the annexed area within the budget appropriation for the then current fiscal year. Fire prevention activities will be provided by the Fire Marshall's office as needed. Primary emergency medical services response will be provided by Fire Station No. 3, located at 2211 East X Street.

Effective – Upon Annexation

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Harris County Sheriff's Office. However, upon annexation, the City of Deer Park Police Department will extend regular and routine patrols to the area.

Effective – Upon Annexation

PLANNING & DEVELOPMENT

Existing Services: None

Services to be Provided: The Planning & Development Division will provide Building Inspections and Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Deer Park.

Planning and Zoning services will also be provided through this Division which has the responsibility for regulating development and land use through the administration of the City of Deer Park Zoning Ordinance which will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Deer Park Code of Ordinances.

Effective – Upon Annexation

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area.

Effective – Upon Annexation

HEALTH DEPARTMENT – HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Harris County Health Department will continue to review, approve and regulate Health Code regulations on the effective date of annexation.

STREET

Existing Services: None

Services to be Provided: The maintenance of streets adjacent to the development and driveway will continue to remain the responsibility of the Texas Department of Transportation or Harris County, whoever is the authority have jurisdiction, upon the effective date of the annexation.

STORM WATER

Existing Services: None

Services to be Provided: Storm water drainage will be constructed at the sole expense of the Property Owner and shall be privately maintained. The storm water will not discharge into the City Storm water drainage system.

STREET LIGHTING

Existing Services: None

Services to be Provided: Street lighting will continue to be approved and permitted by the Harris County or the Texas Department of Transportation, whoever is the authority having jurisdiction.

TRAFFIC CONTROL

Existing Services: None

Services to be Provided: Traffic control devices will continue to be approved and permitted by the Harris County or the Texas Department of Transportation, whoever is the authority having jurisdiction.

WATER SERVICE

Existing Services: None

Services to be Provided: The Property Owner has elected to extend a public waterline from the City point of connection to the annexed property at its sole expense.

The point of connection to existing Water Service is approximately located:

Beginning at the northeast corner of Tract "A", Loves Travel Stops and Country Stores Deer Park, 7005 State Highway 225, Deer Park, Texas, said beginning point also being on the west right-of-way line of Independence Parkway (State Highway 134) thence in a southerly direction along and coincident with the aforementioned east boundary line of Tract "A", Loves Travel Stops and Country Stores Deer Park and the west boundary line of Independence Parkway (State Highway 134), a distance of approximately 600-feet, to a point; thence in a westerly direction leaving the east boundary line of the aforementioned Loves Tract and the west boundary line of Independence Parkway (State Highway 134), a distance of approximately 60-feet, to a point.

Provided the Property Owner installs a 10-inch C900 waterline, in an approved casing, the City will consider it a general benefit line, accept ownership of the waterline and

assume responsibility for maintenance after a one-year maintenance period has expired. All work shall comply with applicable City codes, ordinances and standards.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: The Property Owner has elected to extend a private force main from the area of the annexation's private lift station to the City point of connection at its sole expense. The force main, casing, air relief valves, lift station and all related appurtenances shall be owned and maintained by the Property Owner. All work shall comply with applicable City codes, ordinances and standards. The City agrees to accept the domestic sewage for treatment and disposal. No industrial waste shall not be placed into the sanitary sewer system.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the City ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

Effective – Upon Annexation

This agreement shall be binding on any subsequent Property Owner(s) and assigns.

This agreement is effective upon the annexation by the City of the Property described in Exhibit "A" attached hereto.

Executed this 24th day of May, 2019.

739 INDEPENDENCE, LLC

**By: Molto Properties Fund III LLC, its
member**

**By: Molto Properties Fund III GP LLC., its
managing member**

CITY OF DEER PARK


By: **TODD A. NACCARATO
MANAGING PRINCIPAL**

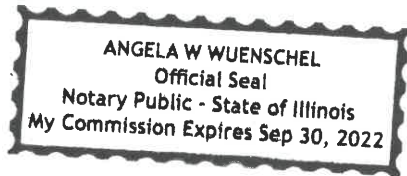
By: **JERRY MOUTON
Mayor**

THE STATE OF ILLINOIS

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COUNTY OF DUPAGE

This instrument was acknowledged before me on this the 24th day of May, 2019 by **TODD A. NACCARATO, MANAGING PRINCIPAL OF MOLTO PROPERTIES FUND III GP LLC, the managing member of MOLTO PROPERTIES FUND III LLC, the sole member of 739 INDEPENDENCE, LLC** on behalf of **SAME**.



Angela W. Wuenschel

Notary Public in and for the
State of **ILLINOIS**

THE STATE OF TEXAS

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§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the _____ day of _____, 2019 by **JERRY MOUTON, MAYOR of CITY OF DEER PARK** on behalf of **SAME**.

Notary Public in and for the
State of Texas

Molto Properties Annexation and Zoning Timeline

Item No.	Action	Council	Planning & Zoning Commission
1	Annexation Ordinance & Service Agreement	Approval – June 4, 2019	
2	Sewer line maintenance agreement	Approval – June 4, 2019	
3	Zoning Code Change	Referred to P&Z –June 4, 2019	
3			Schedule Prelim. Public hearing – June 17, 2019
3			Conducts Prelim. Public hearing – July 15, 2019
3		Schedule joint Public Hearing with P&Z – Aug. 6, 2019	
3		Conducts joint Public Hearing with P&Z – September 3, 2019	Conducts joint Public hearing with CC – Sept. 3, 2019
		Adopt ordinance amending zoning code – Sept. 3, 2019	
4	Zoning Designation to M3	Refer to P&Z – June 4, 2019	
4			Schedule Prelim. Public hearing – June 17, 2019
4			Conducts Prelim. Public hearing – July 15, 2019
4		Schedule joint Public Hearing with P&Z – Aug. 6, 2019	
4		Conducts joint Public Hearing with P&Z – September 3, 2019	Conducts joint Public hearing with CC – Sept. 3, 2019
		Adopt ordinance for M zoning – Sept. 3, 2019	
5	SUP – Storage or Wholesale Warehouse	Referred to P&Z –June 4	
5			Schedule Public hearing – June 17, 2019
5			Conducts Public hearing – July 15, 2019
5		Adopt Ordinance granting SUP– Storage or Wholesale Warehouse – Sept. 3, 2019	



Legislation Details (With Text)

File #:	ORD 19-050	Version:	1	Name:	
Type:	Ordinance	Status:		Agenda Ready	
File created:	5/28/2019	In control:		City Council	
On agenda:	6/4/2019	Final action:			
Title:	Consideration of and action on approval of a sewer line maintenance agreement with Molto Properties Fund III LLC.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sewer Maintenance Agreement signed by Molto				

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on approval of a sewer line maintenance agreement with Molto Properties Fund III LLC.

Summary:

This agreement is between the City of Deer Park and Molto Properties Fund III LLC for the sewer line serving the property being annexed. Under this agreement, the City would apply to TxDOT for an easement under SH 225 and the property owner would agree to construct and maintain the line. More specifically, the agreement provides that:

- 1) City will request sewer line easement under State Highway 225 from Texas Department of Transportation.
- 2) Property Owner shall pay and install a sewer line from the City's point of connection.
- 3) Property Owner shall abide by all City's codes and ordinances in regards to sewer connection.
- 4) That Property Owner shall not allow any other property owner to connect to the sewer line without the City's express consent given in connection with the annexation of such other property to the City.
- 5) Property Owner or future Property Owners or Assigns will be solely liable for the installation, relocation, repair and replacement or maintenance of the sewer line.

The parties acknowledge that this agreement is so that Property Owner can connect a sewer line from the City of Deer Park.

Fiscal/Budgetary Impact:

No cost to the City.

Approve the agreement.

SEWER LINE MAINTENANCE AGREEMENT

STATE OF TEXAS

§

COUNTY OF HARRIS

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This agreement is for the connection of sewer from the City of Deer Park, Texas (hereinafter referred to as "City") to the acres of land which is described in Exhibit "A" attached hereto, and owned by 739 Independence, LLC (hereinafter referred to as "Property Owner").

The parties hereby agree that:

- 1) City will request sewer line easement under State Highway 225 from Texas Department of Transportation.
- 2) Property Owner shall pay and install a sewer line from the City's point of connection.
- 3) Property Owner shall abide by all City's codes and ordinances in regards to sewer connection.
- 4) That Property Owner shall not allow any other property owner to connect to the sewer line without the City's express consent given in connection with the annexation of such other property to the City.
- 5) Property Owner or future Property Owners or Assigns will be solely liable for the installation, relocation, repair and replacement or maintenance of the sewer line.

The parties acknowledge that this agreement is so that Property Owner can connect a sewer line from the City of Deer Park.

EXECUTED this 24th day of May, 2019.

CITY OF DEER PARK

Jay Stokes
City Manager

THE STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me on this the _____ day of _____, 2019 by JAY STOKES, CITY MANAGER of THE CITY OF DEER PARK on behalf of SAME.

Notary Public in and for the
State of TEXAS

739 INDEPENDENCE, LLC

**By: Molto Properties Fund III LLC, its
member**

**By: Molto Properties Fund III GP LLC., its
managing member**

Todd A. Naccarato

**By: TODD A. NACCARATO
Title: MANAGING PRINCIPAL**

THE STATE OF ILLINOIS

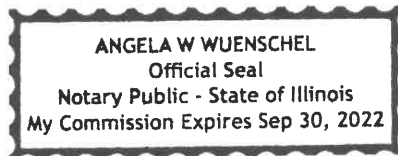
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COUNTY OF DUPAGE

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This instrument was acknowledged before me on this the 24th day of May, 2019 by **TODD A. NACCARATO, MANAGING PRINCIPAL OF MOLTO PROPERTIES FUND III GP LLC, the managing member of MOLTO PROPERTIES FUND III LLC, the sole member of 739 INDEPENDENCE, LLC** on behalf of **SAME.**



Angela W. Wuenschel

**Notary Public in and for the
State of ILLINOIS**



Legislation Details (With Text)

File #: AMD 19-003 **Version:** 1 **Name:**
Type: Amendment **Status:** Agenda Ready
File created: 5/28/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Consideration of and action on a referral to the Planning and Zoning Commission to amend the Zoning Ordinance by allowing lay down yards in M3 district; add use groups 34 and 35 to principal uses in M3 district; including office warehouse or distribution center as a permitted use in the M3 district; requiring a specific use permit.

Sponsors:

Indexes:

Code sections:

Attachments: [Amend Appendix A Zoning-M3-05-2019 \(003\)](#)
[Molto Properties Annexation and Zoning Timeline May 2019](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on a referral to the Planning and Zoning Commission to amend the Zoning Ordinance by allowing lay down yards in M3 district; add use groups 34 and 35 to principal uses in M3 district; including office warehouse or distribution center as a permitted use in the M3 district; requiring a specific use permit.

Summary:

In order to allow for lay down yards and warehouse development in the M3 (Heavy Industrial) Zoning District the following changes need to be made:

1. Section 12.01.34.1 of the Zoning Code would need to be amended by allowing laydown yards in Use Group 34 - Industrial Parks District and General Industrial District in M1 Zoning District and M3 Zoning District.
2. Section 8.02.3.1.1 of the Zoning Code would need to be amended by including Use Group 34 (Industrial Park District and General Industrial District) and Use Group 35 (Industrial Zoning District bulk warehouses) to principal uses under the M3 Heavy Industrial Zoning District.
3. Section 10.03 of the Zoning Code the Zoning Matrix would need to be amended by adding "Office - Warehouse / Distribution Center be a permitted use in the M3 Zoning District and allowing "Storage or Wholesale Warehouse" in the M3 Zoning District with a Specific Use Permit.

A recommendation would need to be submitted to the Planning & Zoning Commission to amend the Zoning code to make these revisions. A timeline to accomplish this is included in the attached.

Fiscal/Budgetary Impact:

N/A

Recommend to the Planning & Zoning Commission that the Zoning code to make these revisions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, ZONING, SECTION 12.01.34.1 BY ALLOWING LAY DOWN YARDS IN M3 DISTRICT; SECTION 8.02.3.1.1 TO ADD USE GROUPS 34 AND 35 TO PRINCIPAL USES IN M3 DISTRICT; AND SECTION 10.03 BY INCLUDING “OFFICE WAREHOUSE OR DISTRIBUTION CENTER” AS A PERMITTED USE IN THE M3 ZONING DISTRICT AND “STORAGE OR WHOLESALE WAREHOUSE” AS A USE IN M3 ZONING DISTRICT; REQUIRING A SPECIFIC USE PERMIT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. The City Council of the City of Deer Park finds that to allow for warehouse development in the M3 (Heavy Industrial) Zoning District the following changes need to be made to the Zoning Code.

2. That Section 12.01.34.1 of the Zoning Code be amended by allowing laydown yards in Use Group 34 – Industrial Parks District and General Industrial District in M1 Zoning District and M3 Zoning District.

3. That Section 8.02.3.1.1 of the Zoning Code be amended by including Use Group 34 (Industrial Park District and General Industrial District) and Use Group 35 (Industrial Zoning District bulk warehouses) to principal uses under the M3 Heavy Industrial Zoning District.

4. That Section 10.03 of the Zoning Code the Zoning Matrix be amended by adding “Office – Warehouse / Distribution Center be a permitted use in the M3 Zoning District and allowing “Storage or Wholesale Warehouse” in the M3 Zoning District with a Specific Use Permit.

5. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

4. It is officially found and determined that the meeting at which this Ordinance was adopted was open to the public; and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2019 **by a vote of** _____ **“Ayes” and** _____ **“Noes”**.

CITY OF DEER PARK

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: AUT 19-033 **Version:** 1 **Name:**

Type: Authorization **Status:** Agenda Ready

File created: 5/30/2019 **In control:** City Council

On agenda: 6/4/2019 **Final action:**

Title: Consideration of and action on authorization to establish a zone designation for Intensive Industrial (M3) District.

Sponsors:

Indexes:

Code sections:

Attachments: [Letter of Intent](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on authorization to establish a zone designation for Intensive Industrial (M3) District.

Summary:

Upon the approval of the annexation request, Molto Properties is requesting a designation for M3 "Intensive Industrial" zoning for the 37.002 acres of undeveloped Tracts located along the west side of Independence Parkway and North of State Highway 225. The process to consider a zone designation for M-3 Intensive Industrial begins with Council referring the matter to the Planning and Zoning Commission to schedule a public hearing:

June 4, 2019 - Council Refers to P&Z

June 17, 2019 - P&Z schedules Prelim. Public Hearing

July 15, 2019 - P&Z conducts Prelim. Public Hearing

August 6, 2019 - Council schedule JPH with P&Z

September 3, 2019 - Council adopt Ordinance for M3 Zoning

Fiscal/Budgetary Impact:

Refer to the Planning and Zoning Commission to schedule a Public Hearing.



May 6, 2019

James Stokes
City Manager
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

RE: Letter of Intent – Zoning designation for +/- 37.002 acres of Undeveloped Tracts Located along the west side of Independence Pkwy and North of State Highway 225

Dear: City of Deer Park
Planning and Zoning Commission:

739 Independence Parkway LLC, an affiliate wholly owned by Molto Properties Fund III LLC, has completed its acquisition of the above referenced property, and hereby requests a designation for M-3 "Intensive Industrial" zoning. This request is conditioned upon successful annexation of the subject property into the City of Deer Park.

The property is adjacent to other commercial, distribution and other heavy manufacturing uses and is surrounded by properties within unincorporated Harris County, which does not have zoning designation.

A copy of the recorded deed, title report, and survey is included herein for your reference.

Please consider and advise if you need further information. We look forward to working with the City of Deer Park on this exciting project.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Parrish", written in a cursive style.

Chad Parrish
Vice President
Molto Properties LLC

METES AND BOUNDS DESCRIPTION
37.0002 ACRES OUT OF THE
GEORGE ROSS SURVEY, A-646
HARRIS COUNTY, TEXAS

All that certain 37.0002 acre tract of land out of the George Ross Survey, A- 646 being a portion of that certain 108.499 acre tract of land described in a deed dated 11-01-2005 from Hampshire Chemical Corp. to GEO Specialty Chemicals, Inc. filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number Y871006 and a portion of those certain 6.356 and 19.381 acre tracts of land described in a deed dated 12-21-2006 from Trans Gulf Transportation, Inc. to BKTT Developments LLC filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20060286457 and a portion of that certain 16.088 acre tract of land described in a deed dated 04-02-2015 from BKTT Developments LLC to Independence Business Park, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20150140199 and a portion of that certain 12.095 acre tract of land described in a deed dated 03-18-2013 from Pro Equipment Leasing, LTD to Dream 7 Equities, LLC, filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20130125105, and a portion of that certain 11.5000 acre tract of land conveyed to Loves Travel Stops & County Store filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number 20120162613 and being more particularly described by metes and bounds as follows. All coordinates and bearings being referenced to the Texas Coordinate System of 1983. All coordinates reflect grid values and may be converted to surface values by applying a scale factor of 0.99988797257.

COMMENCING at a found 5/8" iron rod with cap in the west right-of-way line of Independence Parkway (120' wide) marking the northeast corner of said 108.499 acre tract having grid coordinates of Y=13829792.78, X=3209369.15; THENCE S 02°24'59" E – 1563.64', with said west right-of-way line to a found 5/8" iron rod with cap marking the POINT OF BEGINNING of the herein described tract.

THENCE S 02°24'59" E – 459.06', continuing with said west right-of-way line to a found 5/8" iron rod with cap marking a point on a curve to the right, having a central angle of 03°51'38", a radius of 1090.60', a chord which bears S 00°37'54" E-73.47';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 73.49' to a found 5/8" iron rod, marking a point on a curve to the right, having a central angle of 15°45'32", a radius of 1090.60', a chord which bears S 09°07'06" W-299.02';

THENCE with said curve, continuing with said west right-of-way line for an arc distance of 299.96' to a found 5/8" iron rod with cap for angle point;

THENCE S 17°11'38" W - 494.50', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;

THENCE S 17°08'52" W - 121.92', continuing with said west right-of-way line to a set 5/8" iron rod for angle point;

THENCE S 17°11'17" W - 649.34', continuing with said west right-of-way line to a found 5/8" iron rod for angle point;

THENCE S 17°10'31" W - 15.02' continuing with said west right-of-way line to a found "X" in concrete for angle point;

THENCE S 17°15'25" W - 67.73' continuing with said west right-of-way line to a found 5/8" iron rod with cap for corner;

THENCE N 72°44'35" W - 1.00' with the south line of Unrestricted Reserve "A", RBD Warehouse according to the plat thereof filed at Film Code No. 674607 to a set 5/8" iron rod with cap for corner;

THENCE N 17°15'25" E - 67.73' to a set "X" in concrete for angle point;

THENCE N 17°10'31" E - 14.67' to a set 5/8" iron rod with cap for angle point;

THENCE N 17°11'17" E - 649.69' to a set 5/8" iron rod for angle point;

THENCE N 17°08'52" E - 121.55' to a set 5/8" iron rod for angle point;

THENCE N 17°11'38" E - 494.86' to a set 5/8" iron rod with cap marking a point on a curve to the left, having a central angle of 15°45'19", a radius of 1089.60', a chord which bears N 09°07'12" E-298.67';

THENCE with said curve for an arc distance of 299.62' to a set 5/8" iron rod for corner;

THENCE S 87°13'47" W - 652.39', with the north line of the aforementioned 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 02°46'13" E - 657.64', with the west line of said 6.356 acre tract to a found 5/8" iron rod with cap for corner;

THENCE S 87°10'33" W - 1250.57', with the north line of BKTT Development Park Replat No. 1 according the plat thereof filed a Film Code Number 671094, Harris County Map Records to a set 5/8" iron rod with cap for corner;

THENCE N 02°51'06" W - 826.61', with the east line of a called 2.2559 acre tract of land acquired by Houston Pipeline Company described in a deed filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File Number G318905 to a set 5/8" iron rod with cap for corner;

THENCE N 87°38'17" E - 766.07', with the south line of a called 13.6700 acre tract of land acquired by Houston Pipeline Company described in a deed filed at Volume 3348, Page 153 Harris County Deed Records to a found 1 1/2" iron pipe for corner;

HENCE N 02°50'41" W - 368.64', with the east line of said 13.6700 acre tract to a set 5/8" iron rod with cap for corner;

THENCE N 87°09'17" E - 481.65' to a found 5/8" iron rod for corner;

THENCE N 02°56'05" W - 200.80' to a found 5/8" iron rod for corner;

THENCE N 87°08'03" E - 261.52' to a found 5/8" iron rod for corner;

THENCE S 02°32'05" E - 200.90' to a set 5/8" iron rod for corner;

THENCE N 87°09'17" E - 403.37' to the POINT OF BEGINNING containing 37.0002 acres, (1,611,729 square feet) of land more or less.

Compiled from survey by:

PREJEAN & COMPANY, INC.
Surveying / Mapping
05-13-2019





Legislation Details (With Text)

File #:	SUP 19-001	Version:	1	Name:	
Type:	Specific Use Permit Request	Status:		Agenda Ready	
File created:	5/28/2019	In control:		City Council	
On agenda:	6/4/2019	Final action:			
Title:	Consideration of and action on the request of Molto Properties for a Specific Use Permit to construct a bulk warehouse at 739 Independence Parkway.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Molto SUP				

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on the request of Molto Properties for a Specific Use Permit to construct a bulk warehouse at 739 Independence Parkway.

Summary:

With the approval of the annexation, Molto properties wishes to construct approximately 610,000 square feet of speculative bulk warehouse space. The process to consider the Specific Use Permit begins with Council referring the matter to the Planning and Zoning Commission to schedule a public hearing:

June 4, 2019 - Council Refers SUP to P&Z

June 17, 2019 - P&Z schedules Public Hearing

July 15, 2019 - P&Z conducts Public Hearing

September 3, 2019 - Council adopt Ordinance granting Storage or Wholesale Warehouse

Fiscal/Budgetary Impact:

Refer to Planning and Zoning Commission to schedule a Public Hearing.



May 7, 2019

City Council
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

Re: Specific Use Permit Applications on approximately 37 acres along the west side of Independence Parkway, north of SH 225 Proposal for use as) Bulk Warehouse.

To the Honorable City Council of Deer Park, Texas:

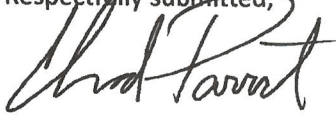
739 Independence, LLC ("Owner") owns approximately 36.96 acres of land located along the west side of Independence Parkway located north of State Highway 225 as depicted on the site plan attached hereto Exhibit "A" (the "Property"). Molto has submitted a petition for voluntary annexation into the City of Deer Park (the "City") for the Property. Upon completion of the annexation proceedings, the Property will be subject to the jurisdiction of the City of Deer Park and be subject to the City's Zoning Code, including the requirement to obtain the Special Use Permits requested in this application in order to develop the Property. Molto wishes to construct approximately 610,000 square feet of speculative bulk warehouse space as well as retain the option to accompany space for laydown yards on the Property (the "Project"). In accordance with this plan, Molto requests that the City of Deer Park ("City") issue a Specific Use Permit under Section 17.04 of the City's Zoning Code, for bulk warehouses, which require a Specific Use Permit to be granted by City Council under the City's Zoning Code.

The Property is unique in that while it will be a part of the City, it is surrounded on all sides by industrial developments that are not within city limits while being connected to the City by a thin strip of property also being annexed. Once developed, the Property will pay property taxes to the City, pay the City for water and sewer services, and will be regulated by the City, all while being physically separated from other property owners within the City. Because of our physical distance from other developments within the City, we request that regulatory relief in the form of a special permit grant because it will benefit the City without significantly impacting the residents or property owners within the City.

We are requesting that the City grant a Specific Use Permit for Bulk Warehouses pursuant to Section 12.01.34 of the City Zoning Code.

Molto Properties is an experienced industrial real estate developer with over 4 million square feet of industrial real estate under management. City Council can be sure that this Project will be no exception to the quality and standards consistent with other properties developed and managed by Molto. The preliminary site plan attached as Exhibit "A" provides for ample parking spaces, well exceeding the required minimum for bulk warehouses under the Code. The final form of the Project may contain fewer parking spaces, but no fewer than the minimum required by the Code.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chad Parrish". The signature is fluid and cursive, with the first name "Chad" and last name "Parrish" clearly distinguishable.

Chad Parrish
Molto Properties
2101 CityWest Blvd, First Floor
Houston, Texas 77042
832-710-3095
cparrish@moltoproperties.com

Exhibit A - Site Plan

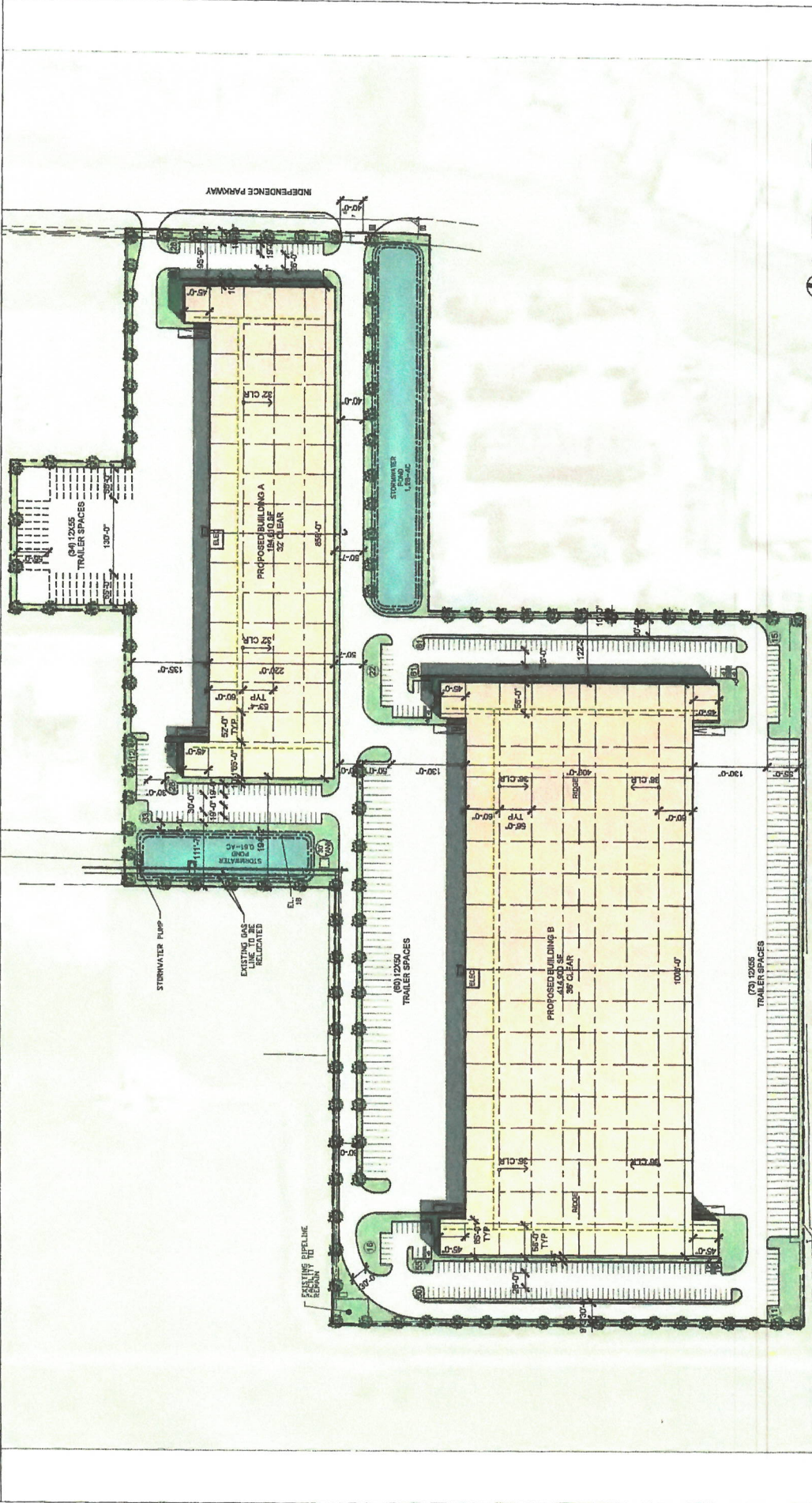
SITE PLAN - OVERALL

SITE AREA = 36.96 AC (1,610,080.6 SF)

BUILDING AREA = 609,510 SF

COVERAGE: 37.8%

TOTAL PARKING = 430



INDEPENDENCE PKWY
MOLTO

31 APRIL 2018
101177

CITY OF DEER PARK

Specific Use Permit



LN- 000840 -2019

PERMIT #: LN- 000840 -2019

PROJECT:

ISSUED DATE:

EXPIRATION DATE :

PROJECT ADDRESS: 739 INDEPENDENCE PKWY

OWNER NAME: Molto Properties

CONTRACTOR:

ADDRESS: 2102 City West Blvd

ADDRESS:

CITY: HOUSTON

CITY:

STATE : TX

STATE :

ZIP: 77042

ZIP:

PHONE:

PROJECT DETAILS

PROPOSED USE:

SQ FT:

0

DESCRIPTION: Specific Use Permit To Allow A Bulk Warehouse

VALUATION :

\$ 0.00

PERMIT FEES

TOTAL FEES : \$ 1,000.00

PAID: \$ 1,000.00

BALANCE: \$ 0.00

ALL PERMITS MUST BE POSTED ON THE JOBSITE AND VISIBLE FROM THE STREET

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 1 YEAR AT ANY TIME AFTER WORK IS STARTED. ALL PERMITS ARE SUBJECT TO THE FOLLOWING :

- ALL WORK MUST COMPLY WITH THE BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL CODES ADOPTED BY THE CITY OF DEER PARK AT THE TIME THE PERMIT IS ISSUED .
- IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO COMPLY WITH ALL STATE & FEDERAL DISABILITY REQUIREMENTS
- ENCROACHMENTS OF EASEMENTS AND RIGHT-OF-WAYS ARE NOT ALLOWED .

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT . ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT . GRANTING OF PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION .

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

APPROVED BY

DATE

TO SCHEDULE NEXT DAY INSPECTIONS CALL BY 4PM 281-478-7270
ALL REINSPECTIONS ARE SUBJECT TO A \$45.00 REINSPECTION FEE

You can request a morning or afternoon inspection and we will do our best to accommodate you but there are no guarantees, it will depend on the volume of inspections scheduled that day .

710 E San Augustine Deer Park, TX 77536 Fax 281-478-0394
www.deerparktx.gov/publicworks



Legislation Details (With Text)

File #: ORD 19-051 **Version:** 1 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 5/28/2019 **In control:** City Council

On agenda: 6/4/2019 **Final action:**

Title: Consideration of and action on an ordinance amending the Fiscal Year 2018-2019 Capital Improvements Fund Budget for the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade.

Sponsors: Public Works

Indexes:

Code sections:

Attachments: [Ord - Amend Budget FY19 Sirens](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on an ordinance amending the Fiscal Year 2018-2019 Capital Improvements Fund Budget for the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade.

Summary:

Fiscal/Budgetary Impact: The City currently operates 10 outdoor warning sirens located throughout the community. This is an aging system with most of the siren sites in excess of 15 years old (some are over 20 years old). The older technology has been quite problematic in recent years, with varying levels of performance effectiveness and reliability. Newer technology is available which would greatly enhance system reliability and afford the City's emergency dispatch center with real-time visibility of each site's status.

While funding for this system upgrade is through the Deer Park Local Emergency Planning Committee (LEPC), the LEPC is unable to fund the entire project in one year and is scheduling the upgrade over a three-year period. The first phase (including the dispatch equipment and three of the 10 sites) has already been funded by the LEPC. The immediate purchase of Phase 2 and Phase 3 would complete the "front panel upgrade" of all the outdoor warning sirens in Deer Park in a more timely manner. At the May 21, 2019 Council Meeting, the City Council authorized the City to purchase Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade from Crosspoint Communications through the BuyBoard Cooperative Purchasing Program.

The authorization to complete the remaining phases of this system upgrade also included authorization to use the fund balance of the General Fund assigned for disaster response/repair. When the LEPC reimburses the City over the next two years, those funds will also be designated as assigned fund balance to restore that balance to the current \$816,000.00 of this assigned fund

balance.

This project will be completed by Crosspoint Communications through the BuyBoard Cooperative Purchasing Program, Contract #524-17, at a cost of \$112,590.19. It is necessary to amend the Fiscal Year 2018-2019 Capital Improvements Fund budget in the amount of \$112,590.19 to accommodate this purchase, to be funded by the transfer of assigned fund balance from the General Fund.

Fiscal Budget Impact:

Increase the Fiscal Year 2018-2019 Capital Improvements Fund Budget for the amount of \$112,590.19 for the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade (Account 090-303-4903, Improvements Other Than Buildings) to be funded by the transfer of assigned fund balance from the General Fund, which is available for this purpose. The total cost of \$112,590.19 will then be reimbursed over the next two years by the LEPC, and at the time of payment, the monies will be returned to assigned fund balance of the General Fund for disaster response/repair.

Approve the ordinance amending the Fiscal Year 2018-19 Capital Improvements Fund Budget for the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2018-2019 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2019 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

II.

That the City currently operates 10 outdoor warning sirens located throughout the community, with most of the siren sites 15–20 years old resulting in varying levels of performance effectiveness and reliability.

III.

That the newer technology available today would greatly enhance system reliability and afford the City's emergency dispatch center with real-time visibility of each site's status.

IV.

That the Deer Park Local Emergency Planning Committee (LEPC) is funding the upgrade to the outdoor warning system, but due to budget constraints is scheduling the work over a three-year period.

V.

That the LEPC has already funded the first phase of the upgrade, which included the dispatch equipment and three of the 10 siren sites.

VI.

That following the recent fire at Intercontinental Terminals Company, the City and the community expressed concerns about the release of dangerous chemicals.

VII.

That based on those concerns, the City sought authorization to complete the final two phases of the upgrade to the outdoor warning system, with the LEPC to reimburse the City over the next two years.

VIII.

That on May 21, 2019, the City Council authorized the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade from Crosspoint Communications through the BuyBoard Cooperative Purchasing Program at a cost of \$112,590.19 to be funded from the fund balance of the General Fund assigned for disaster response/repair, which is available for this purpose.

IX.

That to complete the purchase of Phase 2 and Phase 3 of the Whelen Outdoor Siren System Upgrade, it is necessary to amend the Capital Improvements Fund budget for the fiscal year ending September 30, 2019 to appropriate an additional \$112,590.19.

X.

That funding for the amendment to the expenditures of the adopted budget of the Capital Improvements Fund for the fiscal year ending September 30, 2019 will include the total amount of \$112,590.19 to be funded by the transfer of fund balance assigned for disaster response/repair in the General Fund to the Capital Improvements Fund.

XI.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2019, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

XII.

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

XIII.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

XIV.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

XV.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2019 **by a vote of** _____ **“Ayes” and** _____ **“Noes”.**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: ORD 19-047 **Version:** 1 **Name:**
Type: Ordinance **Status:** Agenda Ready
File created: 5/28/2019 **In control:** City Council
On agenda: 6/4/2019 **Final action:**
Title: Consideration of and action on an ordinance approving and accepting the dedication from Sanwood Investments, L.P. to the City of Deer Park of a waterline easement.

Sponsors:

Indexes:

Code sections:

Attachments: [Sanwood Waterline Easement Ordinance](#)
[Sanwood Waterline Easement](#)
[Sanwood Waterline Easement Sketch](#)

Date	Ver.	Action By	Action	Result
6/4/2019	1	City Council		

Consideration of and action on an ordinance approving and accepting the dedication from Sanwood Investments, L.P. to the City of Deer Park of a waterline easement.

Summary:

Attached is a proposed ordinance approving and accepting the dedication from Sanwood Investments, L.P. to the City of Deer Park of a waterline easement. This is the waterline for the Underwood Distribution Center.

Fiscal/Budgetary Impact:

N/A

Approve the ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING THE DEDICATION FROM SANWOOD INVESTMENTS, L.P. TO THE CITY OF DEER PARK OF A WATERLINE EASEMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. The City Council of the City of Deer Park hereby approves the waterline easement as set out on the copy of the Waterline Easement Agreement attached hereto as Exhibit "A" from Sanwood Investments, L. P. The Mayor and City Council of the City of Deer Park hereby approve and accept said dedication on behalf of the City of Deer Park.

2. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Government Code of The State of Texas.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the ____ day of _____, 2019 **by a vote of** _____ **"Ayes" and** _____ **"Noes".**

MAYOR, City of Deer Park

ATTEST:

City Secretary

APPROVED:

City Attorney

WATERLINE EASEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

GRANTOR(S): **Sanwood Investments, LP, a Texas limited partnership**

GRANTEE: **The City of Deer Park**, a Municipal Corporation situated in Harris, County, Texas

GRANTEE'S MAILING ADDRESS: 710 E San Augustine, Deer Park, TX 77536

PROPERTY: The tract or parcel of land described as Underwood Distribution Center (the "Property") as provided in that certain plat dated May 13, 2019 and recorded as File No. RP-2019-194910 in the Real Property Records of Harris County, Texas (the "Plat")

EASEMENT: City of Deer Park underground Waterline Easement 10 feet wide as depicted on the Plat, and as more specifically described in **EXHIBIT "A"**, attached hereto and made a part hereof (the "Easement"). Notwithstanding anything to the contrary contained herein or in the Plat, no aerial easements are being granted or conveyed with the Easement.

Grantor(s) being the owner(s) in fee simple of the Property located in Deer Park, Harris County, Texas, in consideration of the sum of One Dollar (\$1.00) to Grantor(s) in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, sell and convey unto Grantee, its successors and assigns, an easement for the construction, maintenance, and operation of an underground waterline, and for no other purpose, said Easement being in, upon, under, over, across and along the Property at the location described on **Exhibit "A"**.

Grantee's Rights in and to the Easement shall include, without limitation, access to, across, along, under and upon the Easement, to enter upon such Easement at any reasonable time to engage in such activities as may be reasonably necessary, requisite, or appropriate in Grantee's sole discretion in connection therewith, and to bring and operate such equipment thereupon as may be reasonably necessary or appropriate in Grantee's sole discretion to effectuate the purposes for which this Easement is granted.

Grantor(s) does hereby agree, bind, and obligate Grantor(s) and Grantors' heirs, successors, and assigns, that no structures, buildings or other improvements shall be placed in, on or along said Easement, save and except that Grantor reserves the right to use the Easement in a manner that does not unreasonably interfere with Grantee's use thereof, including, without limitation, the right to construct and maintain pavement, parking, loading and unloading areas, a truck court, sidewalks, curb-cuts, lighting systems, landscaping and fences (collectively, the "Permitted Improvements") upon the surface of the Easement.

Should Grantee's construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, addition, or changing the size of the waterline within the Easement in any way, shape, manner, or form affect, damage, or cause to be temporarily removed the Permitted Improvements, or any portion thereof, Grantor agrees to bear all costs to repair or replace the Permitted Improvements, including any costs and expenses associated with the loss of the use of the Permitted Improvements as a result of Grantee's activities. Notwithstanding the foregoing, Grantee shall have no right to permanently relocate the Permitted Improvements.

TO HAVE AND TO HOLD the Easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to Grantee, its successors and assigns forever.

THIS EASEMENT IS NOT VALID UNLESS COUNTERSIGNED BY THE CITY OF DEER PARK.

EXECUTED this 20th day of May, 2019

SANWOOD INVESTMENTS, LP
a Texas limited partnership

By: Sanwood Partners, LLC,
a Texas limited liability company
its general partner

By: 
Randy Stockwell, President

THE STATE OF TEXAS

§

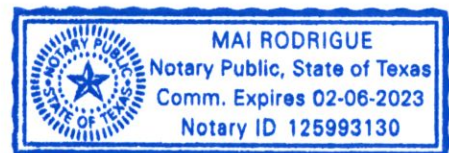
§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this the 20th day of May, 2019, by Randy Stockwell, President of Sanwood Partners, LLC, a Texas limited liability company, the general partner of Sanwood Investments, LP, a Texas limited partnership, on behalf of said limited partnership.


Notary Public



CITY OF DEER PARK

Signature

Name

Title

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this the _____ day of _____, 2019,
by _____ (name), as _____ of the City of
Deer Park on behalf of and as the act of the said City.

{Seal}

Commission Expires

Notary Public

AFTER RECORDING RETURN TO:

Exhibit A

Legal Description of Easement

Exhibit A

Legal Description of Easement

**METES AND BOUNDS DESCRIPTION
0.4685 ACRES OF LAND (20,408 SQ. FT.)
10' CITY OF DEER PARK WATERLINE EASEMENT
UNDERWOOD DISTRIBUTION CENTER
WILLIAM JONES SURVEY, ABSTRACT NO. 482
CITY OF DEER PARK, TEXAS**

Being 0.4685 acres or 20,408 square feet of land situated in the William Jones Survey, Abstract No. 482, City of Deer Park, Texas and being all that certain called 10' City of Deer Park Waterline Easement, located within Lot 1, Block 1, as defined by the recorded plat of Underwood Distribution Center, a subdivision in Harris County, Texas, as recorded under Film Code No. 688456, of the Map Records of Harris County, Texas, also being a portion of that certain called 30.1537 acre tract of land conveyed to Sanwood Investments, LP, by deed recorded under Harris County Clerk's File No. 20130176207. Said 0.4685 acre tract being more fully described by metes and bounds as follows:

- All bearing referenced herein are based on the Texas State Plane Coordinate System, Texas South Central Zone.

COMMENCING at a 5/8 inch iron rod with plastic cap found for the northeast boundary corner of the said Lot 1, said iron rod also being located in the westerly right-of-way line of Underwood Road, based on a width of 100 feet;

THENCE South 87°06'14" West, along the north boundary line of the said Lot 1, for a distance of 20.00 feet to a point for corner, said point being located in the westerly boundary line of a called 20 foot wide Perpetual Utility Easement, as recorded under Harris County Clerk's File No. H270816;

THENCE South 03°24'29" East, along the westerly boundary line of the said 20 foot wide Perpetual Utility Easement, for a distance of 6.64 feet to a 5/8 inch iron rod found for corner, said iron rod being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 03°42'52" East, continuing along the westerly boundary line of the said 20 foot wide Perpetual Utility Easement, for a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap found for corner;

THENCE across the said Lot 1, the following four (4) courses and distances:

South 86°16'59" West, for a distance of 191.81 feet, to a chiseled "X" in concrete;

South 63°46'57" West, for a distance of 50.97 feet, to a chiseled "X" in concrete;

South 86°16'59" West, for a distance of 508.91 feet, to a 5/8 inch iron rod with plastic cap found for corner;

South 03°43'07" East, for a distance of 1,172.97 feet, to a 5/8 inch iron rod with plastic cap found for corner, said iron rod being located in the southernly boundary line of said Lot 1;

THENCE South 87°05'31" East, along the southerly boundary line of the said Lot 1, for a distance of 116.21 feet, to a 5/8 inch iron rod with plastic cap found for corner, said iron rod being the southwest boundary corner of said Lot 1;

THENCE North 04°22'10" West, along the westerly boundary line of the said Lot 1, for a distance of 10.00 feet, to a 5/8 inch iron rod with plastic cap found for corner;

THENCE across the said Lot 1, the following five (5) courses and distances:

North 87°05'31" East, for a distance of 106.32 feet, to a 5/8 inch iron rod with plastic cap found for corner;

North 03°43'07" West, for a distance of 1,172.83 feet, to a chiseled "X" in concrete;

North 86°16'59" East, for a distance of 516.92 feet, to a chiseled "X" in concrete;

North 63°46'57" East, for a distance of 50.97 feet, to a 5/8 inch iron rod with plastic cap found for corner;

North 86°16'59" East, for a distance of 193.80 feet, to the **POINT OF BEGINNING** and containing within these calls 20,408 square feet or 0.4685 acres of land.

