



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

## CALL TO ORDER

1. Presentation of the Economic Alliance Houston Port Region Annual Report.

[RPT 19-026](#)

**Recommended Action:** Discussion only.

**Attachments:** [Deer Park Annual Report 6-4-19](#)  
[2019 Budget YTD Finance Report-Economic Alliance](#)  
[Economic Alliance-Houston Port Region Contract 2018-2021](#)

2. Discussion of issues relating to annexation of 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.

[DIS 19-057](#)

**Recommended Action:** Discussion only during Workshop. During the Regular Council Meeting the 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 approval of a service agreement for the property

**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](#)  
[Sewer Maintenance Agreement signed by Molto](#)  
[Molto Properties Annexation and Zoning Timeline May 2019](#)

3. Discussion of issues relating to Maxwell Adult Center Ceramics Program.

[DIS 19-053](#)

**Recommended Action:** Discussion Only

**Attachments:** [Maxwell Ceramics Presentation](#)

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*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.*

## ADJOURN

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*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 accommodation services must be made 72 hours prior to any meeting. Please contact the City Secretary office at 281-478-7248 for further information.*

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## Legislation Details (With Text)

**File #:** RPT 19-026    **Version:** 1    **Name:**  
**Type:** Report    **Status:** Agenda Ready  
**File created:** 5/6/2019    **In control:** City Council Workshop  
**On agenda:** 6/4/2019    **Final action:**  
**Title:** Presentation of the Economic Alliance Houston Port Region Annual Report.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Deer Park Annual Report 6-4-19](#)  
[2019 Budget YTD Finance Report-Economic Alliance](#)  
[Economic Alliance-Houston Port Region Contract 2018-2021](#)

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

Presentation of the Economic Alliance Houston Port Region Annual Report.

Summary: Mr. Chad Burke, President/CEO of the Economic Alliance Houston Port Region, will provide his annual presentation to Council covering the Economic Alliance's activities during the past year. Effective July 1, 2018, the City of Deer Park entered into a three-year agreement with the Economic Alliance to provide an array of economic development services. This agreement calls for Mr. Burke to give this annual report to Council.

A copy of the report is attached.

Fiscal/Budgetary Impact: N/A.

Discussion only.



# City of Deer Park Annual Report

June 4, 2019

Chad Burke

[chad@allianceportregion.com](mailto:chad@allianceportregion.com)

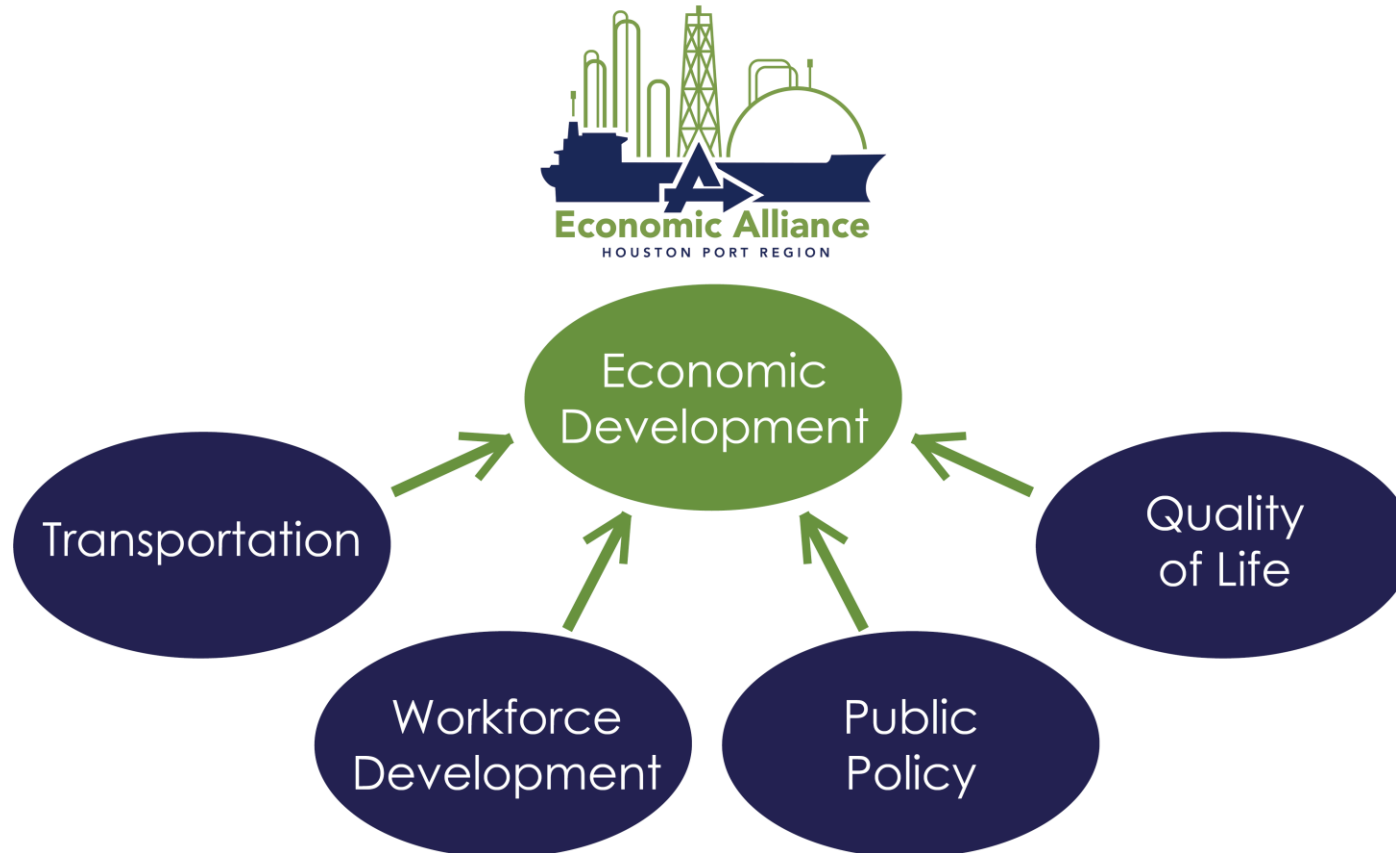
(281) 476-9176 ext. 1



# Economic Alliance

## Our Mission

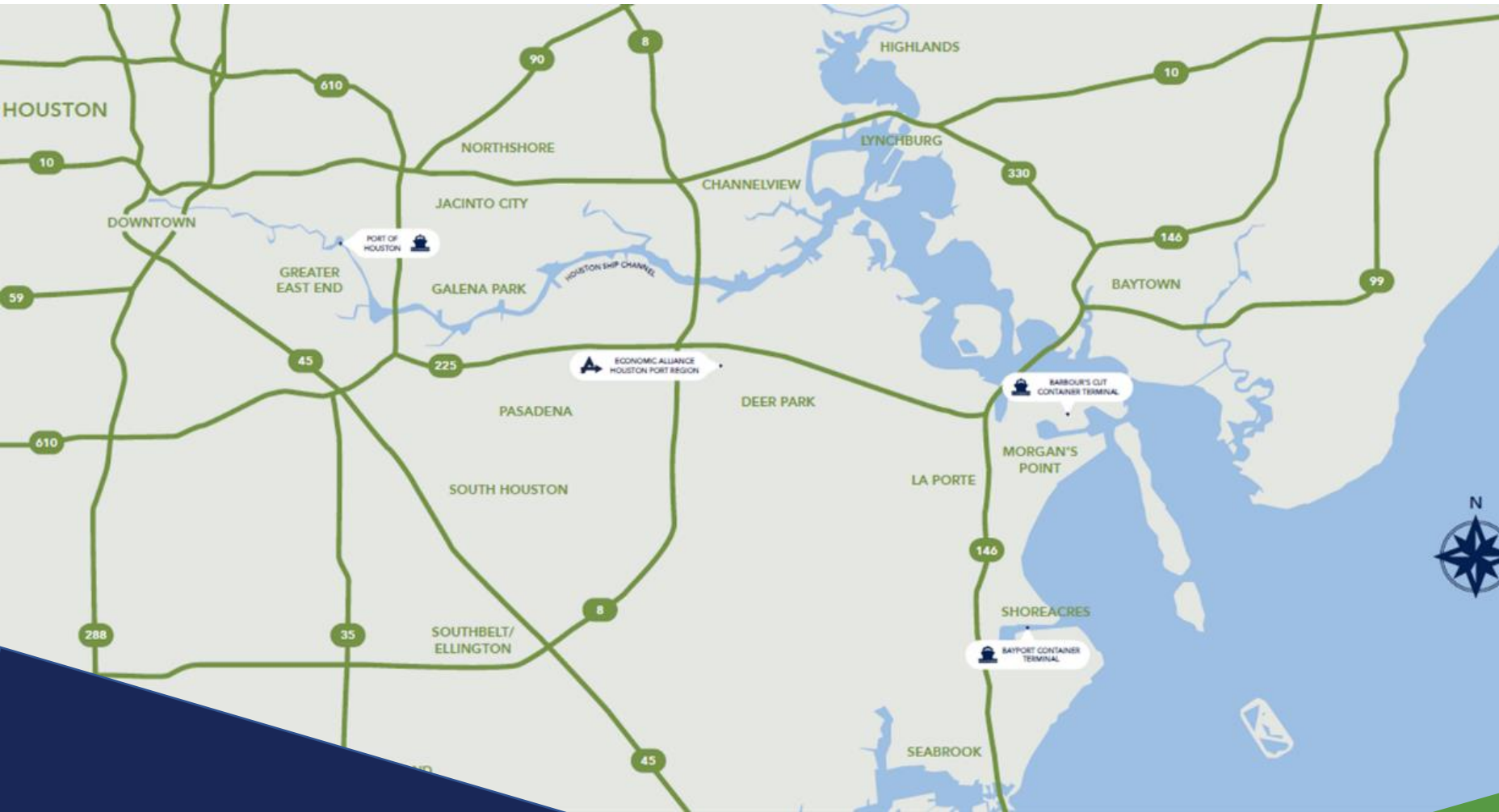
A non-profit organization, created in 1985 whose mission is to ***Grow and market a vibrant regional economy.***



# Who We Represent



Most sought-after region in the world for petrochemical, manufacturing, maritime and logistics operations



## 25 miles of the **Houston Ship Channel:**

1. World's largest petrochemical complex
2. Nation's busiest port in terms of foreign tonnage

**12** Cities, Harris County, Port Houston, plus

**250+** Private Sector Members



# Economic Development

# Economic Development



## Professional Economic Development Services

Provide a professional relationship to navigate the multiple facets of the site selection/expansion process, including the facilitation to our economic development support network.

- Conduct **real estate searches**
- Participation and coordination of **site-selection tours**
- Facilitate **access to data**
- Provide guidance in evaluating State and Local **incentive & workforce programs**
- **Advocacy** for projects & **mobilization** of key members



# Economic Development

## Impact on the Houston Port Region – ED Projects '18



**kaneka**



*MFG Chemical, LLC*



**CAPITAL INVESTMENT = \$1.035 B**

**JOBS CREATED**  
100

**JOBS RETAINED**  
75

**INDIRECT JOBS**  
680

### ECONOMIC IMPACT ON THE HOUSTON PORT REGION

**TOTAL JOBS**  
800

**ANNUAL IMPACT**  
\$ 146.1M

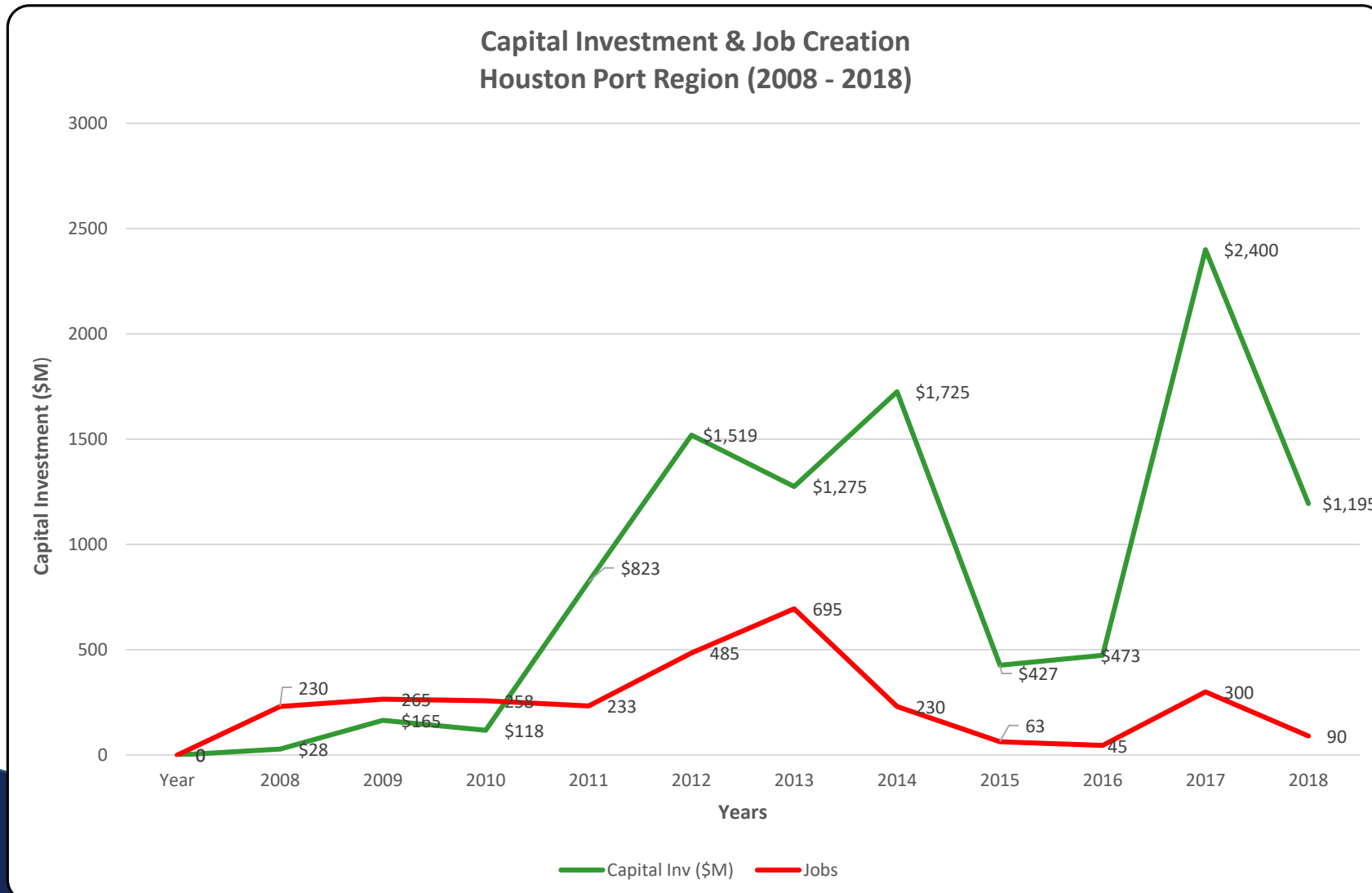
**CONSTRUCTION JOBS**  
1275

**ONE TIME IMPACT**  
\$ 1.1 B

# Economic Development



## Impact on the Houston Port Region – Historical



**61 "Wins" since 2008:**

- **\$10 B Capital Investment**
- **2,894 Jobs Created**

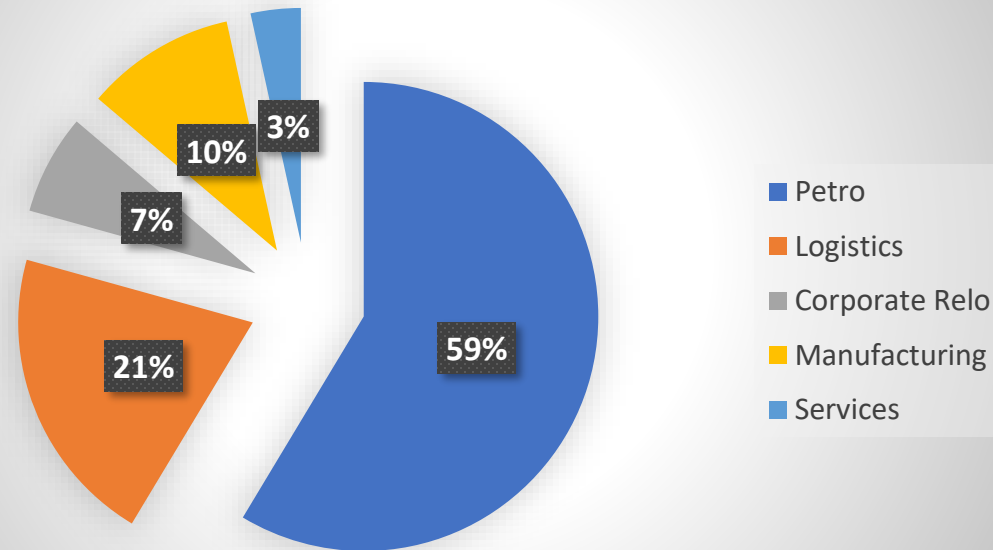


# Economic Development

## Current Project Pipeline Breakdown

Total Projects	Potential Direct Job Creation	Potential Capital Investment
28	1,784	\$5.8B

Sector Breakdown by Percentage



# Economic Development

## Why focus on the Petrochemical Industry?

For every one job created from the business of chemistry,  
**7.1 jobs are created in other sectors.**

In addition, the average annual salary of a U.S. chemical industry employee in Texas is \$106,707, which is 46 percent higher than the average U.S. manufacturing pay.







# Transportation



## 2014 Houston-Galveston-Brazoria Area NO<sub>x</sub> Emissions

**Mobile Source**  
67%

**Point Source**  
26%

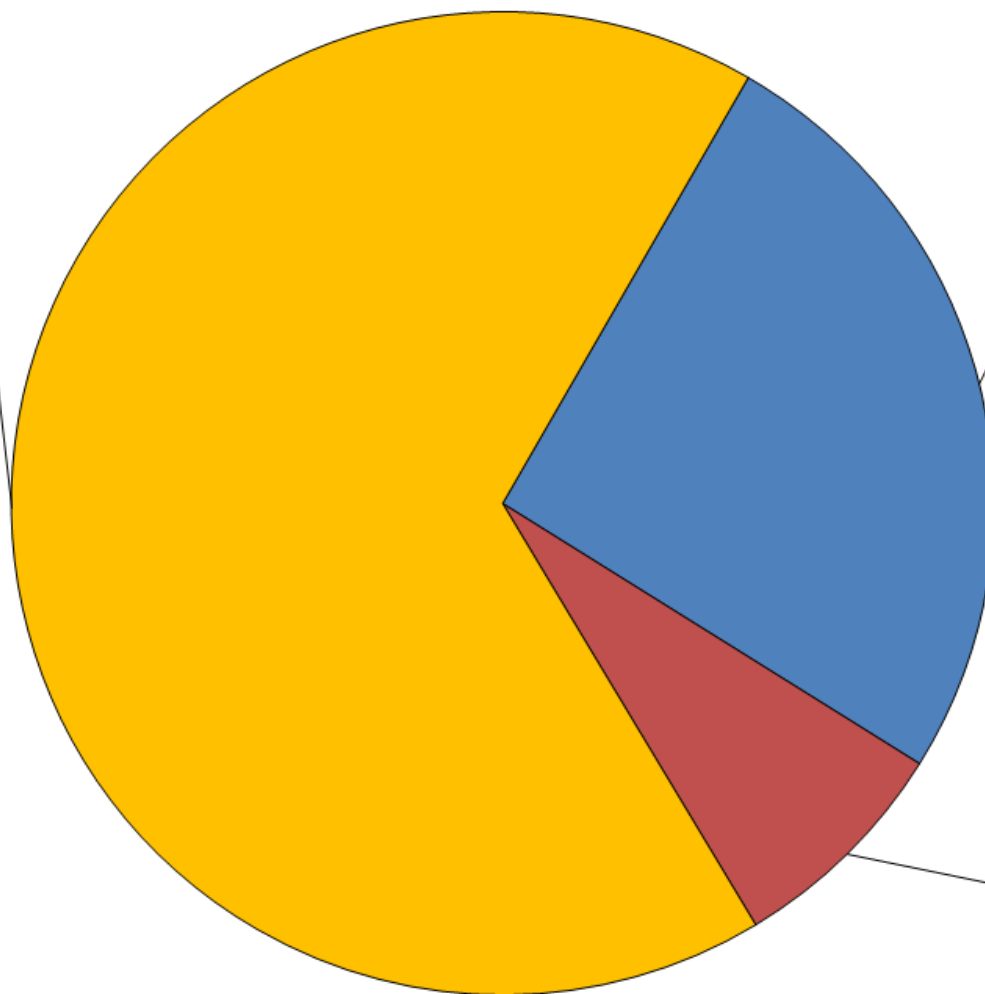
**Area Source**  
7%

**Counties:**

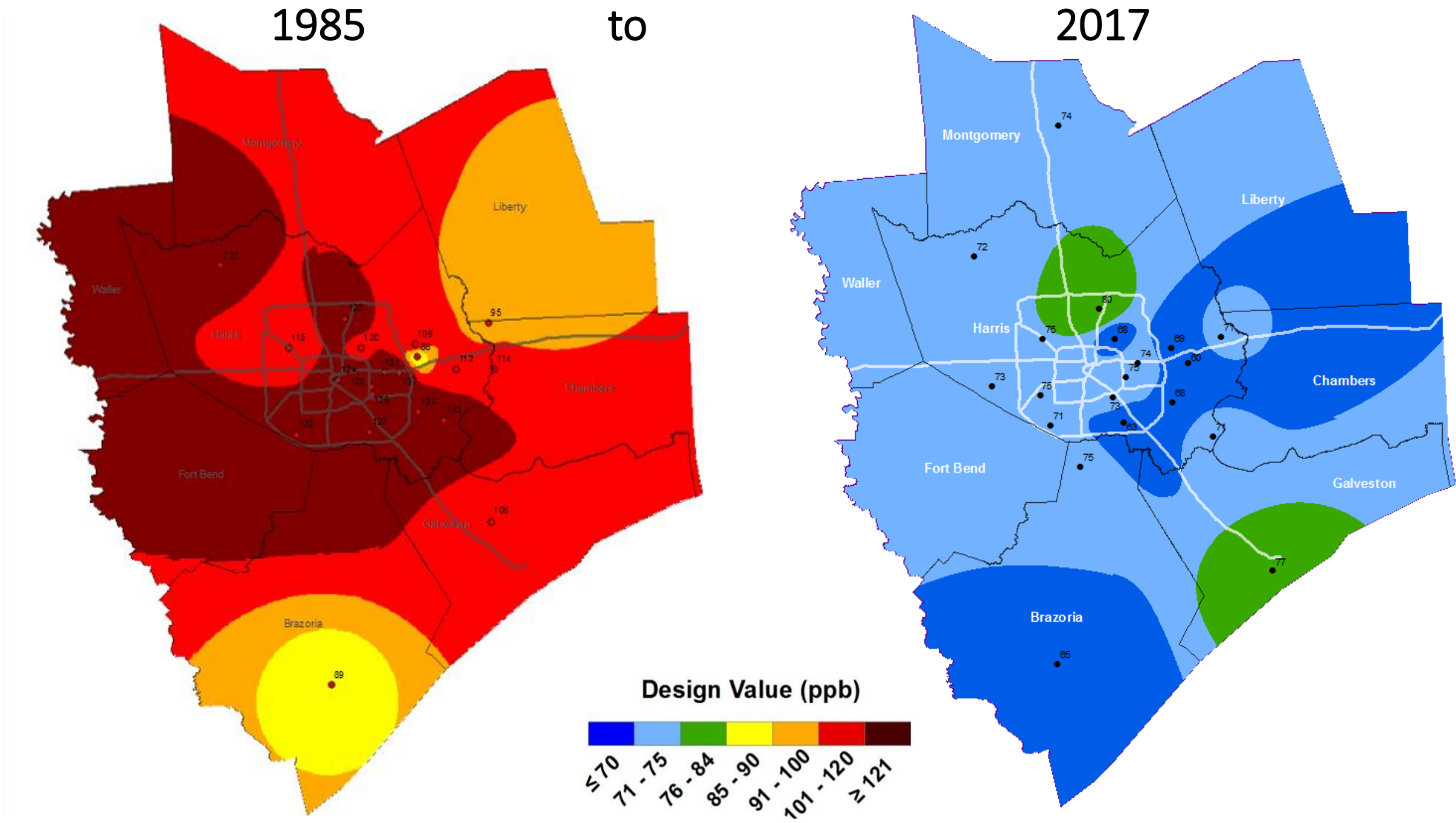
Brazoria  
Chambers  
Fort Bend  
Galveston  
Harris  
Liberty  
Montgomery  
Waller

**Source:** Air Quality Division

**Updated:** 1/11/2016

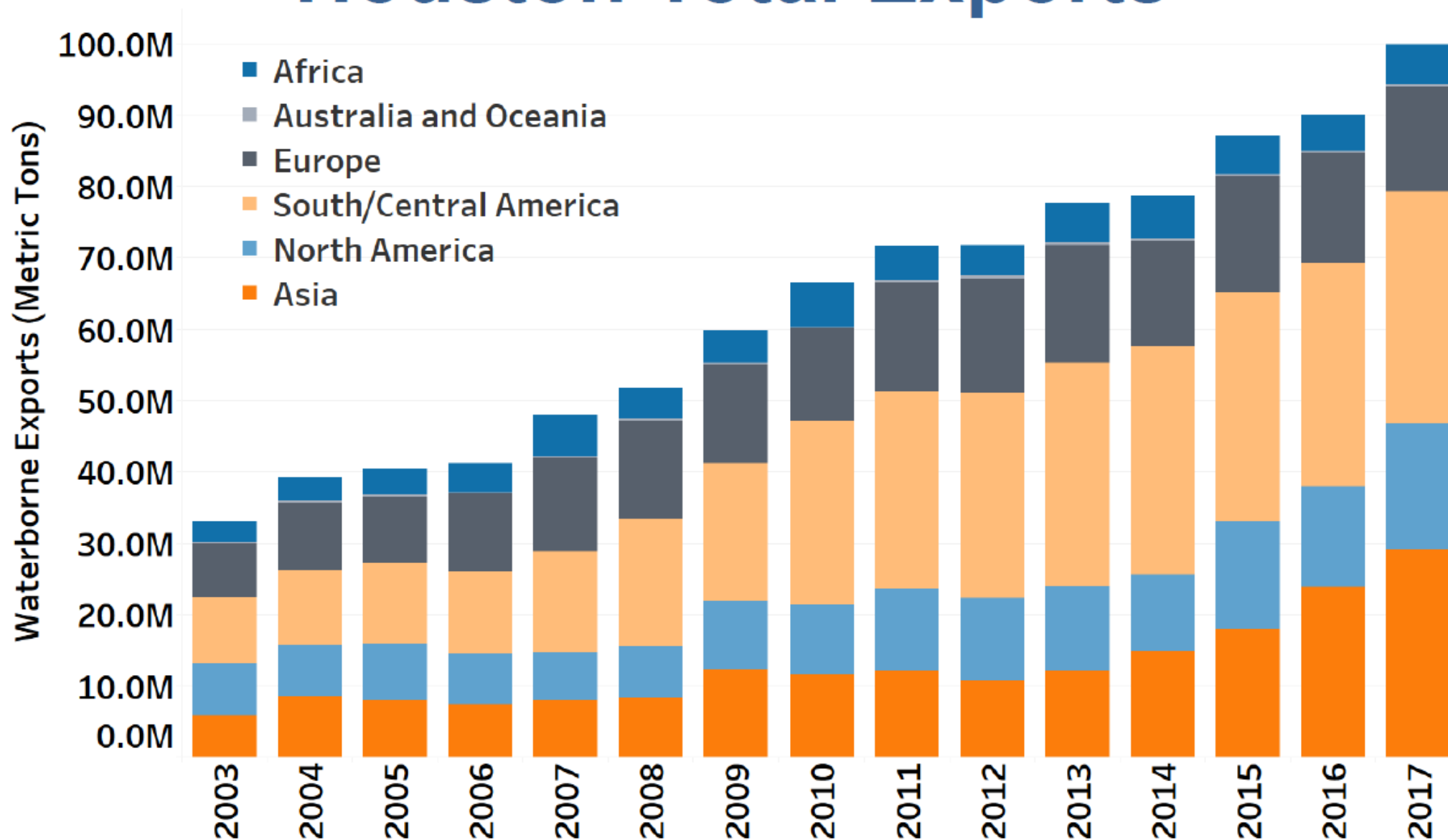


# 8-Hour Ozone Design Values

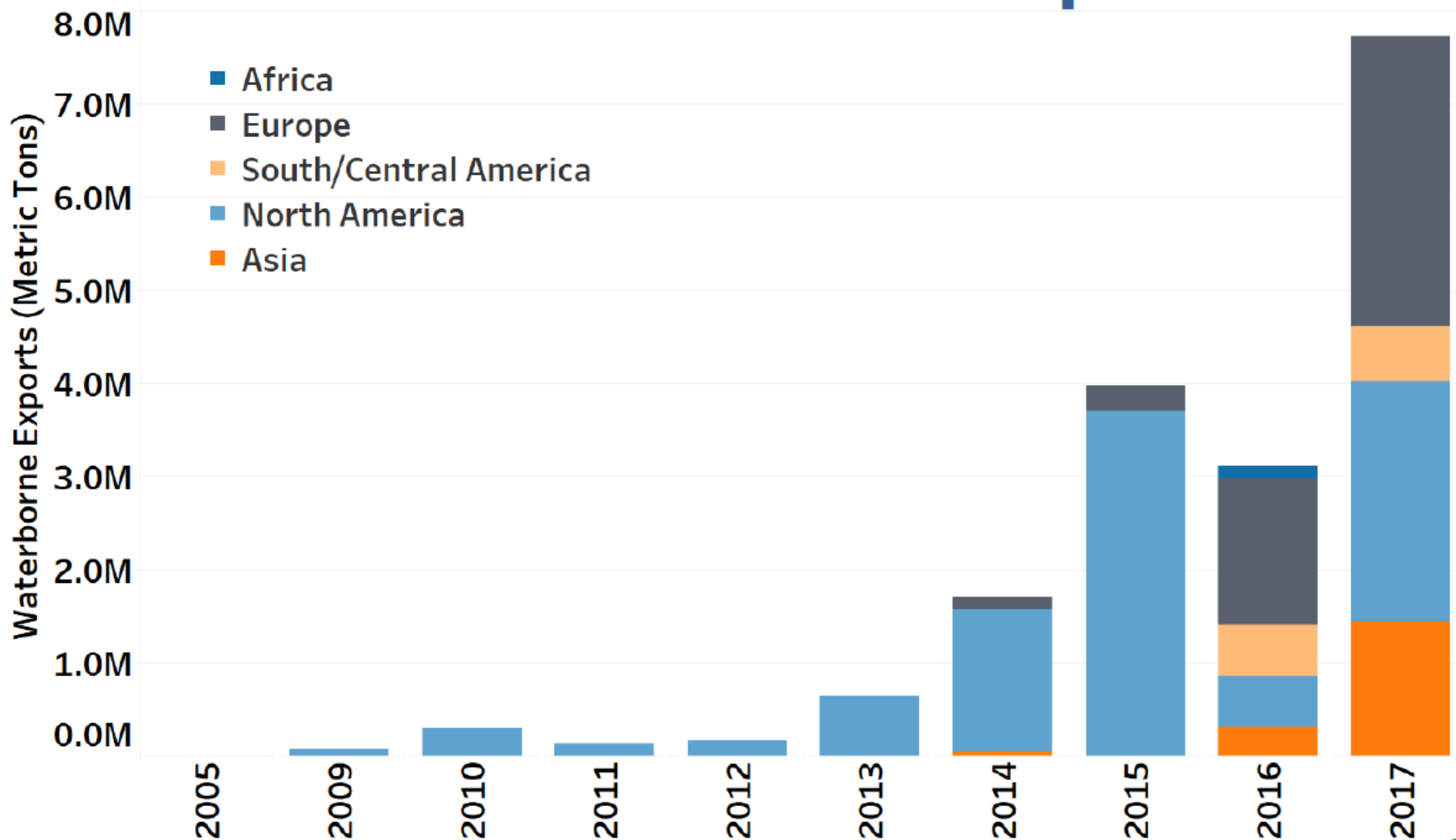


There Have Been Dramatic Air Quality Improvements in Houston since 1985

# Houston Total Exports

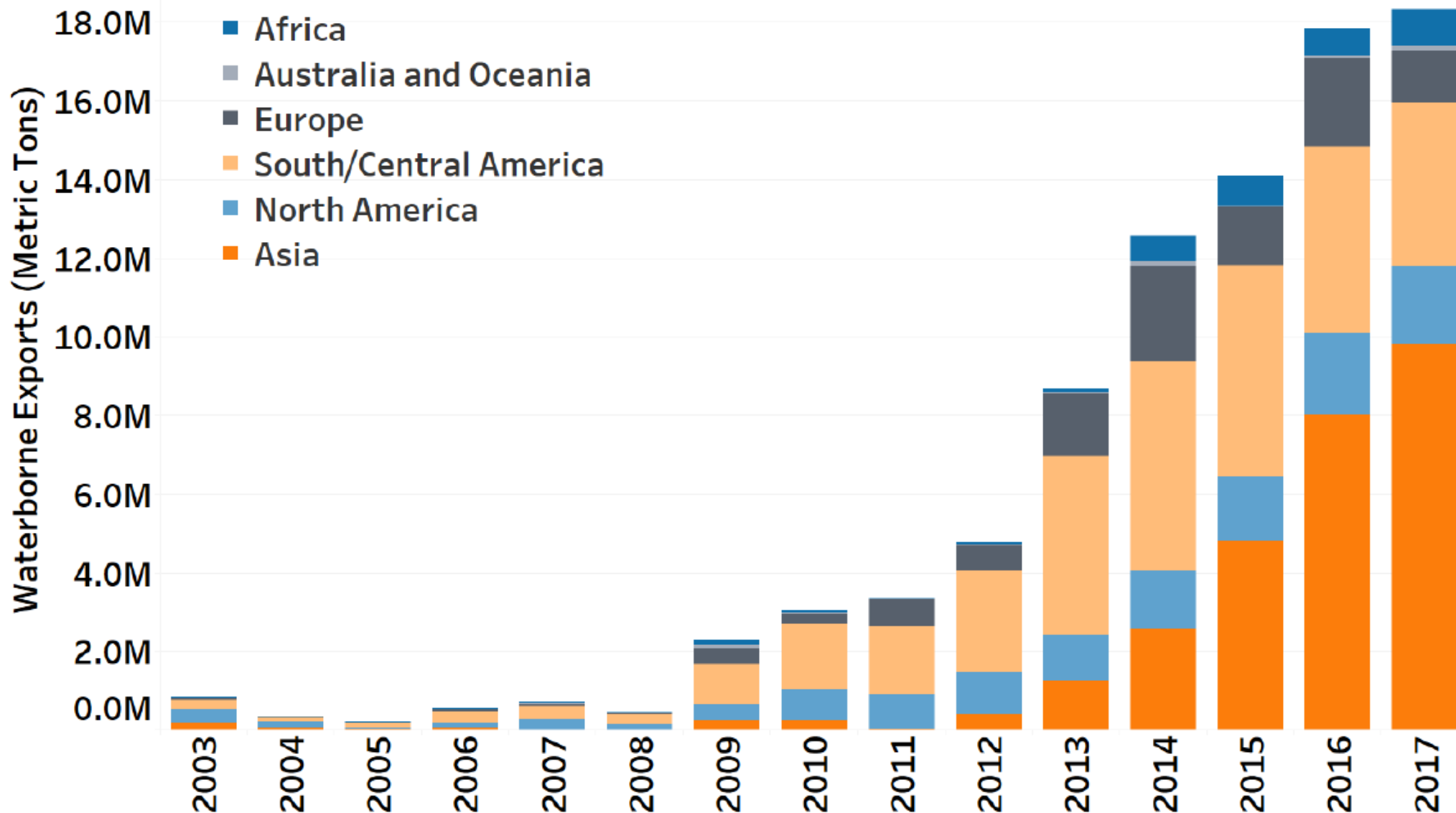


# Houston Crude Oil Exports

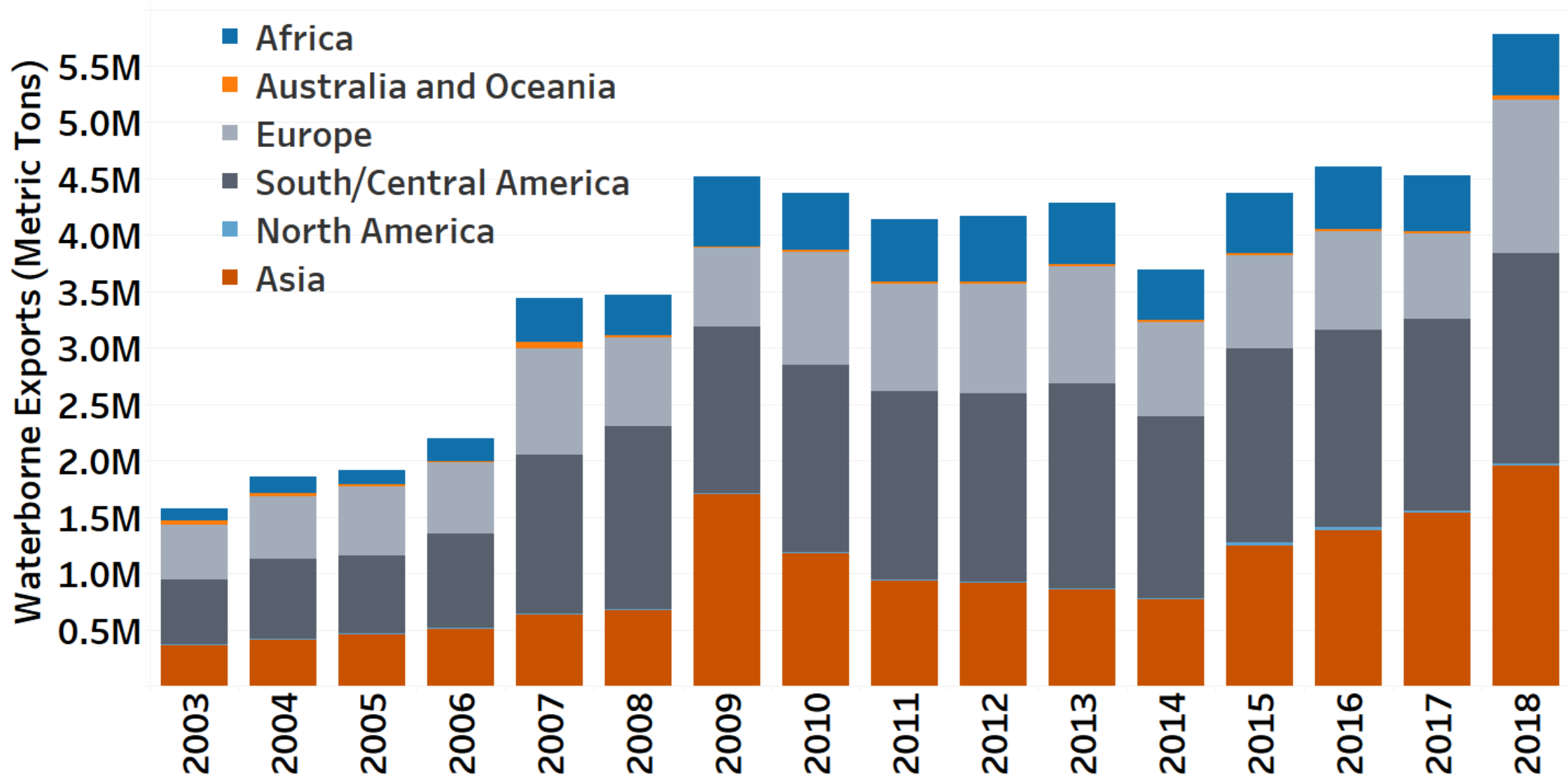


At the end of 2015, the US congress fully liberalized exports of all grades of US crude oil. *McKinsey*

# Houston LPG Exports



# Houston Plastics Exports 2003-2018



# Public Policy - Transportation Taskforce



## Why the Urgency

1. \$50B in projects in the petrochemical industry over the last 8 years, the first production came online in 2018
2. Combined with Port of Houston trade via the Panama Canal and increased resin production, container volumes will grow from 2 million TEU in 2016 to 3 million TEU by 2020
3. Houston Ship Channel activity accounts for 21% of states GDP
4. The state needs to invest in this critical freight infrastructure to avoid congestion & maintain global competitiveness.



# Public Policy - Transportation Taskforce



## Committee of Regional Transportation Stakeholders

- Regional Mayors
- East Harris County Mfg's Assoc. (130+ plants)
- Port of Houston Authority
- Harris County
- TxDOT
- HGAC

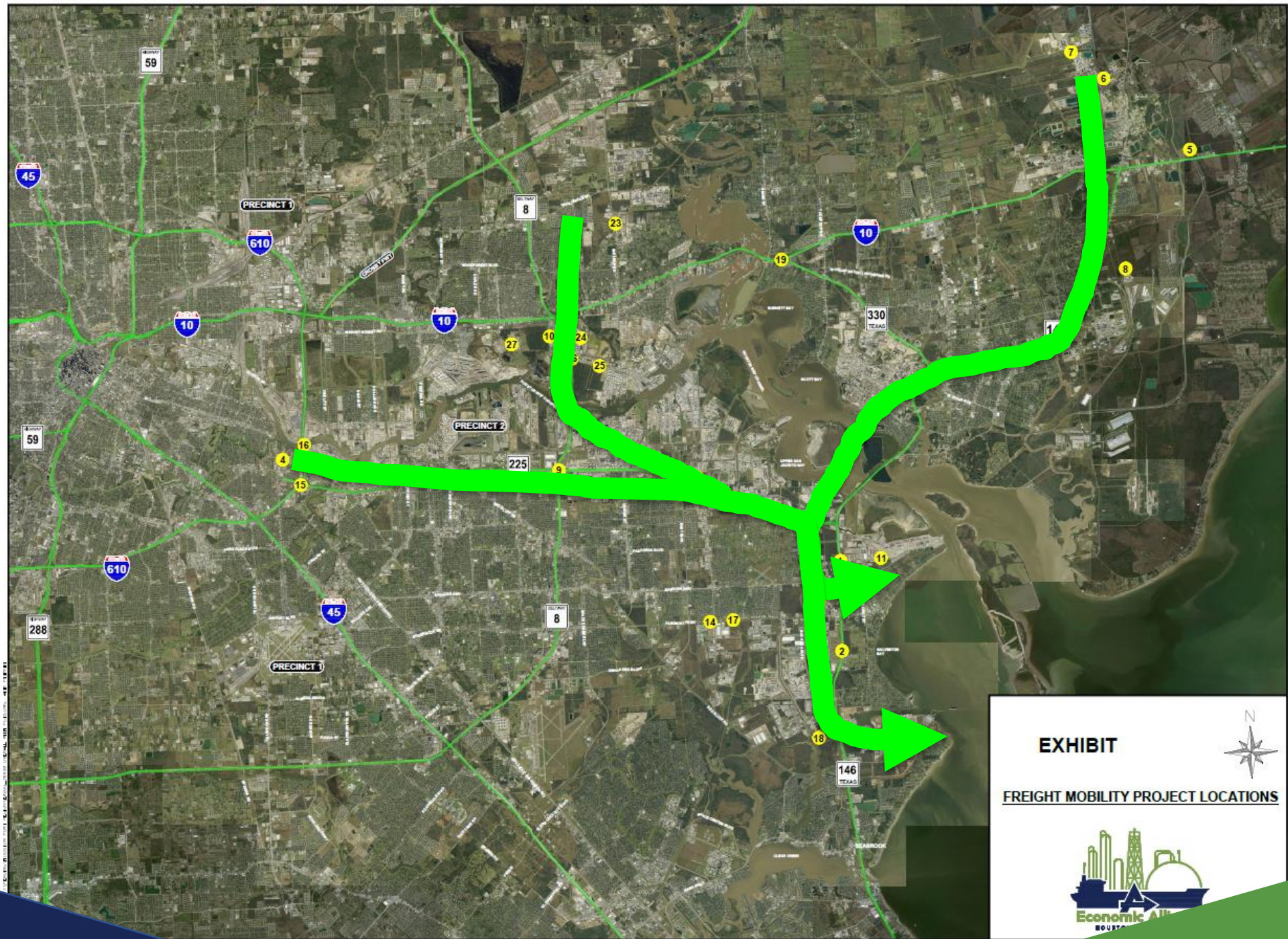
**Addressing critical issues associated with the  
movement of Freight and Commuters**

# Houston Port Region Freight Improvement Strategic Plan



#	Project	Priority	Info & Updates
1	Barbours Cut Connectivity to SH-146	H/S	TxDOT is working on a design for restriping Barbours Cut Blvd, will need to continue to work to identify a long term connectivity solution
2	SH-146 Widening - Fairmont to Red Bluff Road	H/S	Widen to 6 main lanes, environmentally cleared, Final design underway/anticipated to let in Fall 2022.
3	SH-225 expansion/improvement (8-East 146)	H/S	TxDOT is working on a feasibility study for SH 225 from I-610 to SH 146. completion Q3 2018
4	Broadway Double Track Project	H/S	Construction is underway, should complete in 2019
5	Grand Parkway NE Segments H & I	H/S	Design-Build Project/recently awarded. The total cost of this project is approximately \$1.4 Billion. Estimated completion date is February 2022. Construction to begin Summer 2018
6	FM-1942 from Hatcherville Road to SH-146 – road improvement	H/S	
7	Hatcherville Rd from FM-1942 to Liberty/Chambers Co.Line – road widening	H/S	No improvements are currently planned
8	FM 565 from SH-146 to SH-99 – widening and addition of turning lanes	H/S	MPOID 17113; FY 2024 Project from FM 1409 to SH 99: Reconstruct and realign roadway is anticipated to let for construction in FY 2018
9	Peninsula Road Widening and Rail Crossing Improvement	H/S	Notice To Proceed was issued 12/2018, the rail crossing improvements are already underway, Project is in construction. Widen Pensinsula road to 4 lanes (3 inbound and 1 outbound) and make improvements to up to 6 rail crossings
10	SH-99 and I-45 direct connectors for trucks heading from PH to Dallas and Dallas to PH	H/M	Identified to TxDOT in March 2018
11	BW-8 Direct Connectors @ SH-225: Westbound on 225 to 8 N, Northbound on 8 to E/W 225, Eastbound on 225 to 85	H/M	Working with HCTRA, construction of 4 connectors is funded, applied for Federal Grant for the remaining work, environmental studies underway, No ROW needed, anticipated letting in 2021, estimate construction cost for entire interchange is \$180 Million
12	SH146 from I10 to Business 146 (Alexander Drive)		The grade separation/freeway starts at Alexander and continues all the way to Red Bluff. There probably needs to be some work on SH146 North of 110 through Mont Belvieu also
13	Penn City Connector	H/M	Need to develop a business case analysis for project
14	Barbours Cut Blvd expansion to 6 lanes	H/M	Need to develop a business case analysis for project
15	SH-225 expansion/improvement (8-West 610)	H/M	
16	I-69 Bypass (feasibility of a bypass on the East side of Houston is being considered)	H/M	Potentially starting as far South as Wharton and tying as far North as Cleveland. Potential to use SH 99 Seg. H & I. Southern Section of an I-69 Bypass is being discussed through HGAC. TxDOT is beginning an Origin-Destination Study (O-D) to determine how many trucks would use the route.
17	Fairmont Parkway (Turning improvements)	H/M	Under construction County and La Porte funded through TxDOT Grant
18	SH-225 and I-610 Interchange	H/L	TxDOT is working with H-GAC to begin a feasibility study for SH 225 from I-610 to SH 146
19	I-610 bridge at HSC	H/L	Additional meetings with the Economic Alliance are requested to identify the needs and project scope at this location
20	Fairmont Parkway (Widening)	H/L	Widening is recommended from Canada Rd to SH 146. There are at least 3 major freight generators on the south side of Fairmont in this area.
21	Port Road Phase 3 & Drainage	M/M	Design is underway, expected to let in Q4 2019
22	SH-330 (improve northbound connectivity to I-10 - 2 lanes or direct connect)	M/M	Construct Northbound to Eastbound connection. Working to secure construction funding. Anticipated environmental clearance – Summer 2018. The estimated let date is Spring 2022
23	Independence Parkway (improve Northbound connectivity to SH-225)	M/M	Dedicated turning lane. Getting those trucks in and out of Ind. Blvd. Increase turning capacity
24	Spencer Highway Bridge (Bayport Rail Mainline) at Fairmont	M/L	MPOID 10532; FY 2018
25	Bayport Mainline Rail Track	M/L	MPOID 10455; Need business case to support investment
26	Sheldon Road expansion	M/L	Project has been submitted to HGAC TIP Call for Projects.
27	Applet Road (Sheldon to Market)	M/L	
28	Jacintoport Road Improvement	L/L	Also on the Primary Highway Freight System, thereby eligible for federal freight funding
29	Jacintoport Direct Connectors	L/L	Direct Connect makes it a TxDOT/HCTRA discussion
30	Haden Rd (extension to Penn City Rd)	L/L	County roadway/POHA
TxDOT Projects shaded			Priority Level: Time Frame Required:
Harris County Projects			H-HIGH Priority / S-SHORT Term 0-5 yrs M-MEDIUM Priority / M-MID Term 5-10 yrs L-LOW Priority / L-LONG Term 10+ yrs



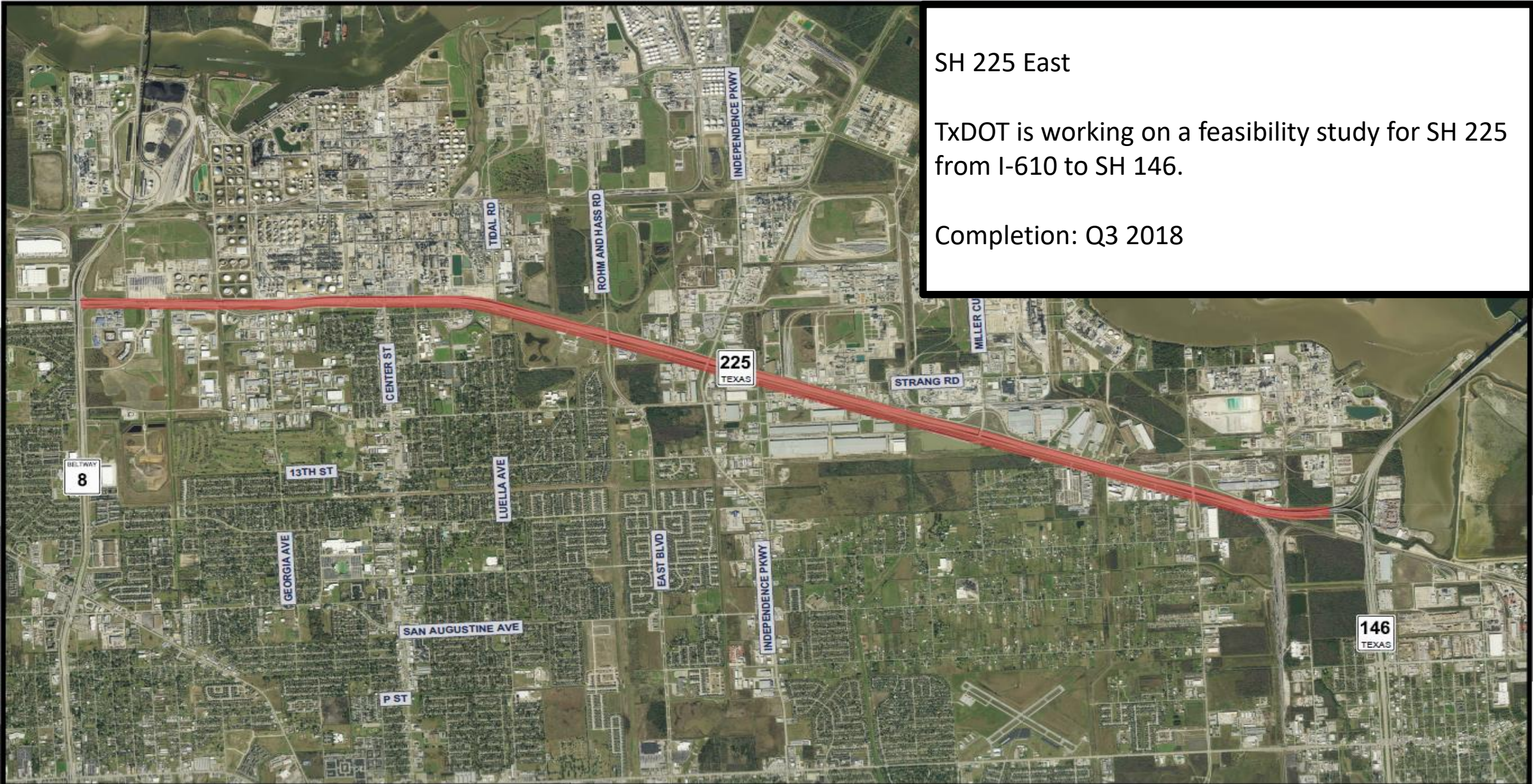






Ready to Let: 2021 or Earlier  
Estimated Amount: \$180 Million



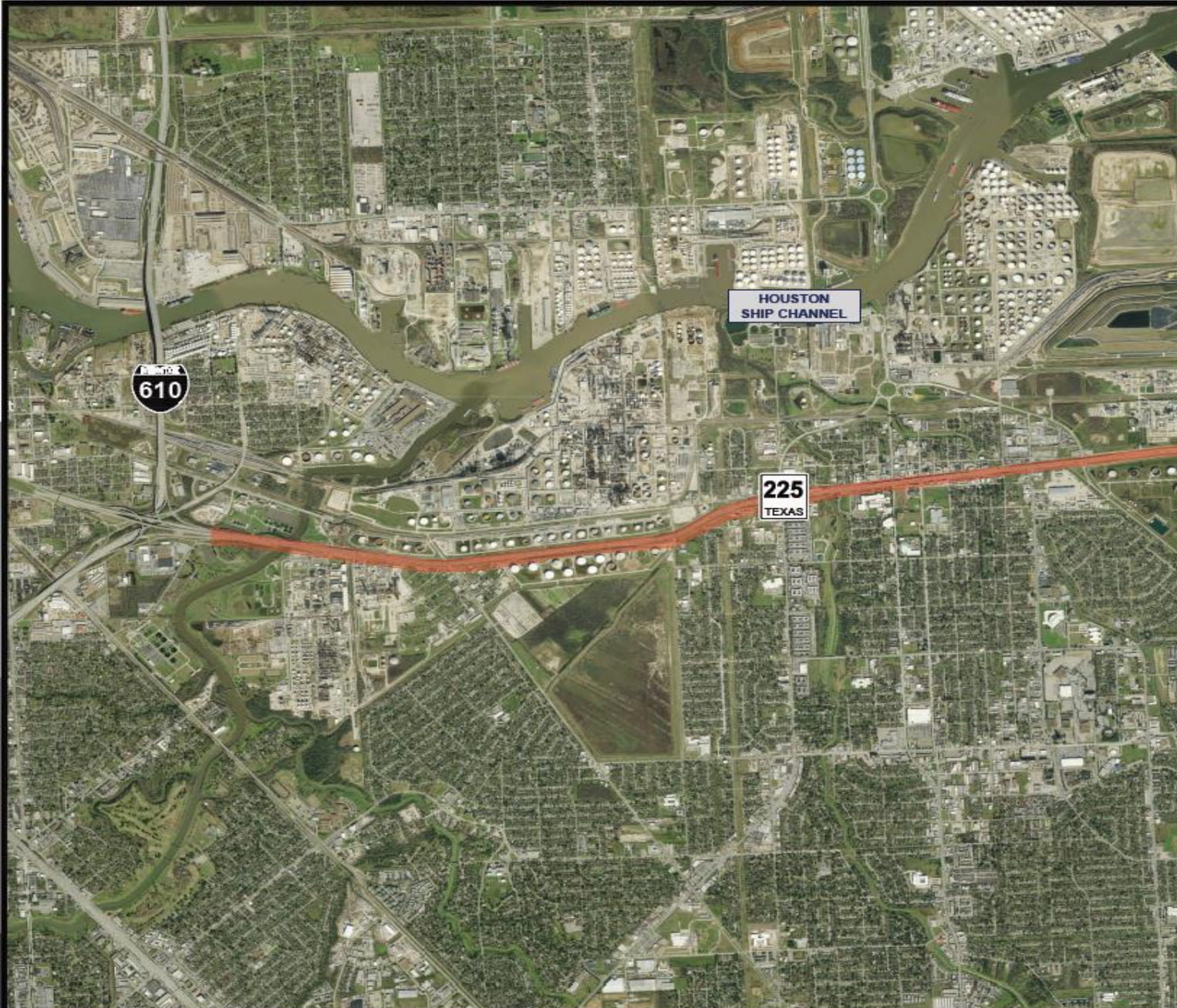


SH 225 East

TxDOT is working on a feasibility study for SH 225 from I-610 to SH 146.

Completion: Q3 2018





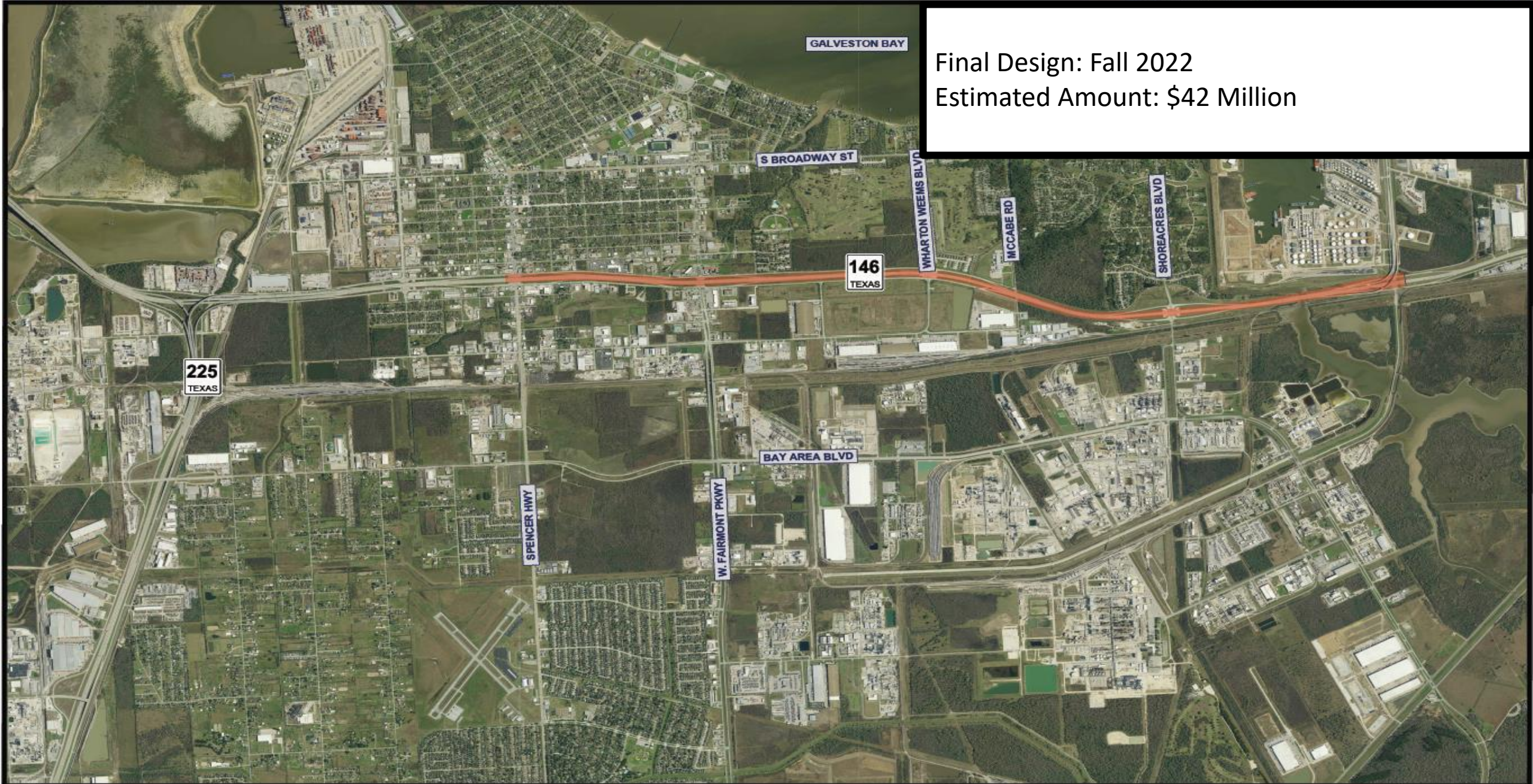
## SH 225 West

TxDOT is working on a feasibility study for SH 225 from I-610 to SH 146.

Completion: Q3 2018







Final Design: Fall 2022  
Estimated Amount: \$42 Million







# Workforce Development



# Workforce Development

## Inspiring & Preparing the Next Generation Workforce

Filling the pipeline of potential workers in the petrochemical, maritime and logistics industries.



Leveraging **partnerships** with the EHCMA and 9 community colleges to **recruit and train a qualified workforce**



Providing **career paths and job opportunities** to address **attrition, skill enhancement and demand**



Targeting high-demand, high-paying careers supporting the petrochem and maritime industries

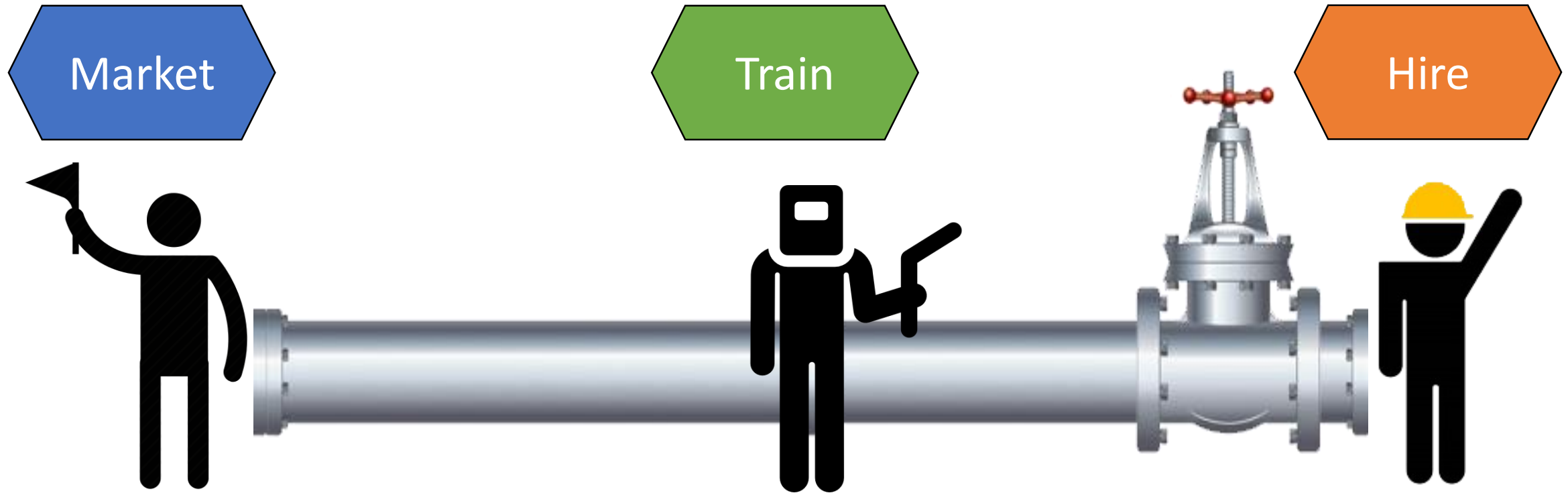


**2019 Texas Economic Development Council's Workforce Excellence Award >250,000 population**



# Talent Pipeline

Our mission is to fill the pipeline of potential workers in the petrochemical, manufacturing, maritime and logistics industries. While leveraging partnerships with the East Harris County Manufacturers Association and 9 community colleges to recruit a qualified workforce.



# Market



**2016**

**50**  
Presentations

**5,222**  
Contacts

**2017**

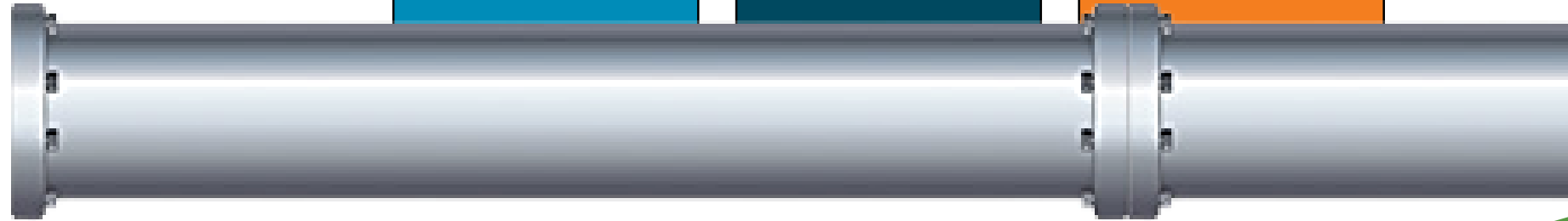
**72**  
Presentations

**12,909**  
Contacts

**2018**

**76**  
Presentations

**9,304**  
Contacts



# 2016 – 2018 Events & Contacts



- **198 Presentations**
- **27,435 Contacts**





# Public Policy



# Public Policy



**2018**

## **Federal Policy**

30 Economic Alliance members participated in 18 meetings in Washington DC and 14 post-trip conference calls.



## **Federal White Paper Considerations**

Port Infrastructure – Widening Project  
Workforce Investment  
EXIM Bank Reauthorization  
Storm Surge Protection

**2019**

## **State Policy**

24 Economic Alliance members participated in 31 meetings in Austin, TX



## **State White Paper Considerations**

Chapter 312 - **Reauthorized**  
Coastal Spine Taxing Authority - **Passed**  
Workforce HB2214 – Deploy to Employ - **Passed**  
Texas Emissions Reduction Plan - **Passed**  
Expedited Permitting - **Passed**

**2019**

## **Federal Policy**

31 members participated in 35 meetings in Washington DC.





# Leading the Conversation

# Informing the Nation

## Gulf Coast Industry Forum: September 18<sup>th</sup> & 19<sup>th</sup> 10<sup>th</sup> Annual Conference of National Industry Leaders

2-day Conference Brings Together Industry Leaders focused in  
Petrochemicals, Energy and Logistics



### Gulf Coast Industry Forum

AN ECONOMIC ALLIANCE HOUSTON PORT REGION EVENT



### Networking & Connections

- **1000+** Attendees
- **40** Exhibiting Companies & Institutions



### Industry & Market Insight

- Global Chemicals Outlook
- Plant Managers Panel
- Midstream Oil & Gas Report
- Regulations & Policy Update
- Port Houston Update
- CEO Outlook







# Thank You

[www.allianceportregion.com](http://www.allianceportregion.com)

Budget Overview 4/15/19				
Categories	2019 Budget	2019 YTD	2018 Budget	2018 YTD
<b>Revenue</b>				
Governmental Contracts	\$334,000	\$43,750	\$334,000	\$51,125
Private Sector Memberships	\$295,000	\$174,640	\$262,000	\$151,334
Chamber of Commerce Memberships	\$2,750	\$2,500	\$3,550	\$2,000
Other Revenue: events, etc.	\$274,700	\$54,781	\$264,700	\$113,356
<b>Total Revenue</b>	<b>\$906,450</b>	<b>\$275,671</b>	<b>\$864,250</b>	<b>\$317,814</b>
<b>Expenses</b>				
Bad Debt Expense	\$0	\$0	\$0	\$0
Membership & Volunteer Development	\$5,500	\$2,859	\$5,500	\$2,268
Advertising & Promotion	\$8,000	\$2,066	\$9,000	\$4,127
Wages & Compensation & Benefits	\$640,000	\$168,834	\$601,000	\$186,916
Communications	\$25,000	\$6,330	\$17,000	\$8,000
Insurance Expenses	\$5,000	\$2,568	\$4,600	\$2,417
General & Administrative Expenses	\$141,500	\$43,306	\$125,000	\$38,664
Prospect/Economic Development	\$41,500	\$13,347	\$32,500	\$13,187
<b>Total Expenses</b>	<b>\$866,500</b>	<b>\$239,310</b>	<b>\$794,600</b>	<b>\$255,579</b>
<b>Net Revenue</b>	<b>\$39,950</b>	<b>\$36,361</b>	<b>\$39,650</b>	<b>\$52,236</b>
Contributed to Reserve	\$30,000	\$10,000	\$30,000	\$10,000

Operations snapshot as of 4/15/19	
Restricted - PHA Grant; Gateway Projects	\$50,627
Accounts Receivable	\$278,766
Funds available:	\$516,277
Reserve Acct	\$262,384
Operating Acct	\$253,893
Accounts Payable	\$0
<b>Total Current Assets</b>	<b>\$845,669</b>

# Economic Alliance Houston Port Region

## 2019 Budget Worksheet

Updated as of April 15, 2019

### REVENUES

	2019 Budget	Weekly Prorated Budget	YTD Actual for 2019
Governmental Contracts	\$334,000	\$96,346	\$43,750
<b>Government Contract Revenues - TOTALS</b>	<b>\$334,000</b>	<b>\$96,346</b>	<b>\$43,750</b>
<b>Private Sector Membership Revenues</b>			
Partner Level (annual fees of \$5000)	\$100,000	\$28,846	\$65,341
Stakeholder Level (annual fees of minimum of \$3000)	\$74,000	\$21,346	\$42,090
Corporate Level (annual fees of minimum of \$1000)	\$61,000	\$17,596	\$37,620
Proprietor Level (annual fees of minimum of \$500)	\$15,000	\$4,327	\$11,075
New memberships	\$45,000	\$12,981	\$18,514
<b>Private Sector Membership Revenues - TOTALS</b>	<b>\$295,000</b>	<b>\$85,096</b>	<b>\$174,640</b>
<b>Chamber of Commerce Membership Revenues</b>	<b>\$2,750</b>	<b>\$793</b>	<b>\$2,500</b>
<b>Other Revenue Sources</b>			
Business Update Lunches - Net of Expenses	\$4,000	\$1,154	-\$2,722
Women's Networking Events - Net of Expenses	\$500	\$144	\$0
Procurement Breakfasts - Net of Expenses	\$5,000	\$1,442	\$0
Legislative Lunch - Net of Expenses	\$5,000	\$1,442	-\$5,031
GCIF - Net of Expenses	\$130,000	\$37,500	\$0
Annual Banquet - Net of Expenses	\$12,500	\$3,606	\$8,169
Contributions and Sponsorships	\$10,000	\$2,885	\$6,250
Interest Income	\$200	\$58	\$14,156
Other Income (SJTHD, Studies, Newsletter)	\$12,500	\$3,606	\$384
Lease Income	\$95,000	\$27,404	\$33,575
<b>Other Revenue Sources - TOTALS</b>	<b>\$274,700</b>	<b>\$79,240</b>	<b>\$54,781</b>
<b>TOTAL REVENUES</b>	<b>\$906,450</b>	<b>\$261,476</b>	<b>\$275,671</b>

**EXPENDITURES**

	2019 Budget	Weekly Prorated Budget	YTD Actual for 2018
<b>Bad Debt Expense - TOTALS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Membership &amp; Volunteer Development</b>			
Membership Recruitment Expenses	\$1,000	\$288	\$20
Recognition Sympathy/Appreciation	\$2,000	\$577	\$215
Membership Receptions (Open Houses, etc.)	\$1,500	\$433	\$2,040
Net - Chamber Presidents Luncheons	\$500	\$144	\$0
Net - Board Meeting Expenses	\$500	\$144	\$584
<b>Membership &amp; Volunteer Development - TOTALS</b>	<b>\$5,500</b>	<b>\$1,587</b>	<b>\$2,859</b>
<b>Advertising &amp; Promotion</b>			
Printing Costs - Bus. Cards & Annual Report	\$6,000	\$1,731	\$1,968
Advertising and Marketing Development (& DIDI)	\$2,000	\$577	\$98
<b>Advertising &amp; Promotion - TOTALS</b>	<b>\$8,000</b>	<b>\$2,308</b>	<b>\$2,066</b>
<b>Wages &amp; Compensation &amp; Benefits</b>			
Salaries/Wages	\$560,000	\$161,538	\$140,385
401K (Contributions + Plan Administration)	\$20,000	\$5,769	\$8,640
Payroll Taxes	\$42,000	\$12,115	\$12,907
Membership Commissions	\$12,000	\$3,462	\$2,875
Contract Labor & Interns	\$6,000	\$1,731	\$4,027
<b>Wages &amp; Compensation &amp; Benefits - TOTALS</b>	<b>\$640,000</b>	<b>\$184,615</b>	<b>\$168,834</b>
<b>Communications</b>			
Hardware Maintenance & Communications Software (loopn	\$12,000	\$3,462	\$2,967
Internet (High speed access)	\$3,000	\$865	\$1,075
Telephone (Cell & Office)	\$7,000	\$2,019	\$1,530
Website Development	\$3,000	\$865	\$758
<b>Communications - TOTALS</b>	<b>\$25,000</b>	<b>\$7,212</b>	<b>\$6,330</b>
<b>Insurance Expenses</b>			
Directors Insurance	\$2,500	\$721	\$0
General Liability	\$1,500	\$433	\$726
Workers Comp Insurance	\$1,000	\$288	\$1,842
<b>Insurance Expenses - TOTALS</b>	<b>\$5,000</b>	<b>\$1,442</b>	<b>\$2,568</b>

**EXPENDITURES - Continued**

	2019 Budget	Weekly Prorated Budget	YTD Actual for 2018
<b>General &amp; Administrative Expenses</b>			
Online Charge Fees & Payroll Processing Fees	\$3,000	\$865	\$1,738
Automobile Mileage Expenses	\$8,000	\$2,308	\$1,927
Postage & Delivery & Bulk Mailings	\$1,500	\$433	\$895
Bank Service Charges & Fees	\$4,000	\$1,154	\$1,822
Dues & Subscriptions & Membership Fees	\$5,000	\$1,442	\$985
Office Supplies & Stationary	\$8,000	\$2,308	\$4,063
Professional Fees - Audit & Accounting Service	\$10,000	\$2,885	\$704
Professional Fees - Legal	\$1,000	\$288	\$0
Reproduction & Xeroxing	\$12,000	\$3,462	\$6,169
Miscellaneous Item (and staff birthdays/meals)	\$3,000	\$865	\$944
<b>Building:</b>			
Note	\$13,000	\$3,750	\$4,219
Utilities	\$21,000	\$6,058	\$4,885
Maintenance	\$30,000	\$8,654	\$6,688
Insurance - Building	\$15,000	\$4,327	\$3,657
Building Property Taxes	\$7,000	\$2,019	\$4,610
<b>General &amp; Administrative Expenses - TOTALS</b>	<b>\$141,500</b>	<b>\$40,817</b>	<b>\$43,306</b>
<b>EA Development &amp; Economic Development Projects</b>			
Development Event(s) i.e. Pct. 2 Banquet	\$500	\$144	\$0
Economic Development Education Events (ED trade mission)	\$7,000	\$2,019	\$6
Professional Training Fees for Staff Development	\$2,000	\$577	\$3,000
Conferences - TEDC, IEDC, other	\$6,000	\$1,731	\$1,665
Meals - Networking Business Meetings	\$3,000	\$865	\$1,370
Net - Meals - Task Force Meetings	\$2,000	\$577	\$173
Give-Aways & Donations, Sponsor Ads	\$3,000	\$865	\$0
Travel	\$18,000	\$5,192	\$7,133
<b>Prospect/Economic Development - TOTALS</b>	<b>\$41,500</b>	<b>\$11,971</b>	<b>\$13,347</b>
<b>TOTAL EXPENDITURES</b>	<b>\$866,500</b>	<b>\$249,952</b>	<b>\$239,310</b>
<b>NET REVENUES</b>	<b>\$39,950</b>	<b>\$11,524</b>	<b>\$36,361</b>

## **ECONOMIC DEVELOPMENT SERVICES AGREEMENT**

THIS Economic Development Services Agreement ("Agreement") is made and entered into by and between the **ECONOMIC ALLIANCE HOUSTON PORT REGION**, a Texas non-profit corporation; 203 Ivy Avenue, Suite 200, Deer Park, Texas 77536 (hereinafter "THE ECONOMIC ALLIANCE"), and the City of Deer Park, Texas; P.O. Box 700, Deer Park, Texas 77536, (hereinafter "THE CITY").

WHEREAS, THE ECONOMIC ALLIANCE is a non-profit corporation organized to promote economic development with an emphasis on performance in the southeast portion of Harris County, and;

WHEREAS, THE CITY promotes economic development in Deer Park, Harris County, Texas; and;

WHEREAS, THE CITY seeks assistance to fulfill its economic development initiatives in Deer Park, Texas; and

WHEREAS, THE ECONOMIC ALLIANCE is qualified and willing to perform such assistance functions,

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of Deer Park, Texas, the Parties have agreed and do hereby agree as follows:

### **ARTICLE I Goals**

Section 1.01: THE CITY represents its goals in its Economic Development Program to include, but may not be limited to the following:

- a. Creating economic diversification to provide for stable, consistent and balanced growth;
- b. Building Deer Park's business/commercial tax base;
- c. Retaining existing jobs;
- d. Creating an economic climate conducive to the development and growth of business investment and commerce;
- e. Enhancing the quality of life for all citizens residing or working within Deer Park, Texas;
- f. Promoting Deer Park, Texas as the location of choice for new, expanding and relocating businesses;
- g. Attracting new businesses and development to Deer Park, Texas;
- h. Encouraging the expansion and development to Deer Park, Texas;
- i. Retaining businesses currently located in Deer Park, Texas;
- j. Establishing new partnerships for the promotion of economic development.

## **ARTICLE II**

### **Qualifications of THE ECONOMIC ALLIANCE**

Section 2.01: THE ECONOMIC ALLIANCE represents that:

- a. THE ECONOMIC ALLIANCE is a non-profit entity that is authorized to promote economic development in all or a portion of Harris County and is currently in good standing with the State and Federal government;
- b. THE ECONOMIC ALLIANCE is engaged in an on-going effort to attract new businesses, to encourage the expansion of existing businesses, or to retain existing businesses in Harris County, including Deer Park, Texas;
- c. THE ECONOMIC ALLIANCE hereby agrees to participate in joint projects and coordinate its activities with THE CITY and in an effort to reduce duplication of services and to enhance cooperation.

## **ARTICLE III**

### **Scope of Services**

Section 3.01: Services to be Provided: THE ECONOMIC ALLIANCE will provide to THE CITY the services described in the following paragraphs:

- a. Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to THE CITY;
- b. Undertake or update workforce analyses to provide current data targeted to prospective industries;
- c. Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis;
- d. Compile and disseminate economic and business related data to THE CITY on at least an annual basis;
- e. Interact with the Texas Department of Economic Development on behalf of THE CITY and other economic development groups to acquire economic business related data;
- f. Promote small or disadvantaged business development;
- g. Present THE CITY in THE ECONOMIC ALLIANCE's marketing materials, including its website;
- h. Provide annual or more frequent reports to THE CITY on the performance of the services described and outlined herein;
- i. Prepare press releases and act as media liaison publicizing THE CITY's efforts.
- j. THE CITY will be included as a participant in THE ECONOMIC ALLIANCE's economic development initiative Project Stars, which focuses upon regional marketing and regional aesthetic improvements within the San Jacinto Texas Historic District. This service provides to the City that the Economic Alliance will communicate grant opportunities regarding this project to city, at no obligation to the city.
- k. Invitation to city officials and staff to all events organized and/or hosted by THE ECONOMIC ALLIANCE;
- l. THE ECONOMIC ALLIANCE will provide full membership on its board of directors for a designee of THE CITY.

Section 3.02: Upon request, THE ECONOMIC ALLIANCE will make available to THE CITY the following:

- a. Access to information in its library and databases with the exception of company economic development prospects who are not seeking to locate in THE CITY;
- b. Copies of THE ECONOMIC ALLIANCE studies reports and evaluations relating to economic development issues with the exception of work related to confidential prospects;
- c. Copies of THE ECONOMIC ALLIANCE publications;

#### **ARTICLE IV Term of Contract**

Section 4.01: This agreement is for the thirty six (36) month period beginning July 1, 2018 and ending June 30, 2021.

#### **ARTICLE V Terms of Payment**

Section 5.01: THE CITY agrees to pay THE ECONOMIC ALLIANCE a total amount of TWENTY TWO THOUSAND AND NO/100ths Dollars (\$22,000.00) per each twelve (12) month period (annually) for the performance of the services provided herein. Performance update reports shall be provided to THE CITY on at least an annual basis.

Section 5.02: THE ECONOMIC ALLIANCE, as part of the payment for services received, shall perform services outlined in this document.

Section 5.03: THE ECONOMIC ALLIANCE shall present annual billing statements to THE CITY describing the services performed. THE CITY shall promptly process such statements, and make payment within thirty (30) days of receipt.

#### **ARTICLE VI Termination**

Section 6.01: THE CITY may terminate this Agreement at any time by giving 30 days' written notice to THE ECONOMIC ALLIANCE. THE CITY's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

Section 6.02: On receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to their Agreement. Within 30 days of the termination date THE CITY shall pay to the THE ECONOMIC ALLIANCE, pro-rated on a monthly basis, the fees for services rendered under this Agreement unless the fees exceed the allocated funds remaining under this Agreement.



Section 6.03: TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE ECONOMIC ALLIANCE'S ONLY REMEDIES FOR THE CORPORATION'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE ALLIANCE WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

Section 6.04: **Termination for Cause by THE ECONOMIC ALLIANCE:** THE ECONOMIC ALLIANCE may terminate its performance under this Agreement only if THE CITY defaults and fails to cure the default after receiving written notice of it. Default by THE CITY occurs if THE CITY fails to perform one or more of its material duties under this Agreement. If a default occurs and THE ECONOMIC ALLIANCE wishes to terminate the Agreement, then THE ALLIANCE must deliver a written notice to the city manager describing the default and the proposed termination date. The date must be at least 30 days after the city manager receives notice. THE ECONOMIC ALLIANCE, at its sole option, may extend the proposed termination date to a later date. If THE CITY cures the default before the proposed termination date, then the proposed termination is ineffective. If THE CITY does not cure the default before the proposed termination date, then THE ECONOMIC ALLIANCE may terminate its performance under this Agreement on the termination date. To effect final termination, THE ECONOMIC ALLIANCE must notify THE CITY'S manager in writing.

Section 6.05: **Termination for Cause by THE CITY:** If THE ECONOMIC ALLIANCE defaults under this Agreement, THE CITY manager may either terminate this Agreement or allow THE ECONOMIC ALLIANCE to cure the default as provided below. THE CITY's right to terminate this Agreement for THE ECONOMIC ALLIANCE's default is cumulative of all rights and remedies, which exist now or in the future. Default by THE ECONOMIC ALLIANCE occurs if:

- a. THE ECONOMIC ALLIANCE fails to perform any of its duties under this Agreement;
- b. THE ECONOMIC ALLIANCE becomes insolvent;
- c. All or a substantial part of THE ECONOMIC ALLIANCE's assets are assigned for the benefit of its creditors; or
- d. A receiver or trustee is appointed for THE ECONOMIC ALLIANCE.

Section 6.06: If a default occurs, THE CITY manager may, but is not obligated to, deliver a written notice to THE ECONOMIC ALLIANCE describing the default and the termination date. THE CITY manager, at his or her sole option may extend the termination date to a later date. If the city manager allows THE ECONOMIC ALLIANCE to cure the default and THE ECONOMIC ALLIANCE does so to THE CITY manager's satisfaction before the termination date, then the termination is ineffective. If THE ECONOMIC ALLIANCE does not cure the default before the termination date, then the city manager may terminate this Agreement on the termination date, at no further obligation of the Corporation.

Section 6.07: To effect final termination, THE CITY manager must notify THE ECONOMIC ALLIANCE in writing. After receiving the notice, THE ECONOMIC

ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

## **ARTICLE VII Miscellaneous**

7.01 The relationship of THE ECONOMIC ALLIANCE to THE CITY shall be that of an independent contractor. THE City shall have no authority to direct the day-to-day activities of any of THE ECONOMIC ALLIANCE's employees or representatives, shall have no authority over THE ECONOMIC ALLIANCE's decisions, and shall have no rights to ownership of internal working papers or other information or data of THE ECONOMIC ALLIANCE, except as otherwise specifically authorized or required herein.

7.02 This Agreement shall be binding upon and inure to the benefit of THE CITY and THE ECONOMIC ALLIANCE and shall not bestow any rights on any third parties.

7.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or failure of performance, shall not be considered a waiver of the right to insist on or enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future failure of performance.

7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

7.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

If to THE CITY OF DEER PARK:

City of Deer Park  
Attention: Jay Stokes  
City Manager  
P.O. Box 700  
Deer Park, Texas 77536

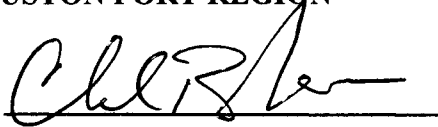
If to THE ECONOMIC ALLIANCE:

Economic Alliance  
Attention: Chad Burke  
President/CEO  
203 Ivy Avenue, Ste 200  
Deer Park, Texas 77536

7.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

**ECONOMIC ALLIANCE  
HOUSTON PORT REGION**

By

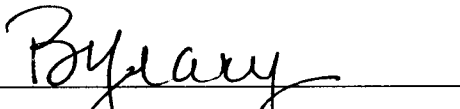


Name: Chad D. Burke  
Title: President/CEO

Date Signed: 7/23/18

**ATTEST/SEAL**

By

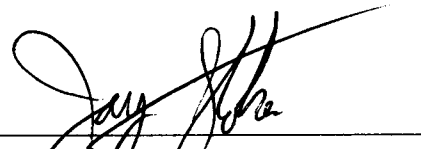


Name: Bridget Yeary

Title: Financial/Adm.  
Mgr.

**CITY OF DEER PARK:**

By

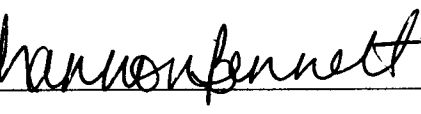


Name: Jay Stokes  
Title: City Manager

Date Signed: 7/17/18

**ATTEST/SEAL**

By



Name: Shannon Bennett

Title: City Secretary

**RECEIVED**

JUL 25 2018

**CITY SECRETARY**



## Legislation Details (With Text)

**File #:** DIS 19-057    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 5/28/2019    **In control:** City Council Workshop  
**On agenda:** 6/4/2019    **Final action:**  
**Title:** Discussion of issues relating to annexation of 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.

**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](#)  
[Sewer Maintenance Agreement signed by Molto](#)  
[Molto Properties Annexation and Zoning Timeline May 2019](#)

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

Discussion of issues relating to annexation of 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.

**Summary:**

During the June 4<sup>th</sup> Regular Council Meeting, the 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. There are several other items related to this annexation, which will be discussed/considered at the Regular City Council Meeting. Below is a chronology of issues related to the annexation, which include: a service plan, a sewer line maintenance agreement, a zoning designation for the newly annexed property, a zoning code amendment, and a Specific Use Permit application.

- On January 25, 2019, Molto Properties Fund III LLC, the developer, on behalf of GEO Specialty Chemicals and RBD Warehouse, the property owners, submitted a petition for the voluntarily annexation of +/- 49.0166 acres of undeveloped tracts of land located along the west side of Independence Pkwy and North of State Highway 225 the City of Deer Park for commercial development purposes.
- On February 5, 2019, the City Council adopted an ordinance accepting the petition for the voluntary annexation of the aforementioned property, and called for two public hearings on the proposed annexation.

- On March 5, 2019, the City Council conducted the first public hearing regarding the proposed annexation.
- On April 2, 2019, the City Council conducted the second public hearing regarding the proposed annexation.
- In April 2019, the property proposed to be annexed was sold to the new owner, 739 Independence Parkway LLC, an affiliate wholly owned by Molto Properties Fund III LLC.
- On May 24, 2019, the property owner executed the annexation agreement, which is required by State statute.
- On May 24, 2019, the property owner executed a sewer line maintenance agreement for the connection of sewer from the City of Deer Park to the proposed property to be annexed, stating that:
  1. City will request sewer line easement under State Highway 225 from TXDOT.
  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. 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.
- On May 28, 2019, the property owner submitted 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 revised area requested to be annexed consists of 37.002 acres. (Note: The remaining +/- 12 acre parcel will remain in the City's extra-territorial jurisdiction and will be subject to the provisions of the Industrial District Agreement (IDA)).
- On May 6, 2019, the property owner submitted a request for the property to be zoned as M3. This will need to be referred to P&Z.
- On May 7, 2019, the property owner submitted an application for a Specific Use Permit for bulk warehouses. This will need to be referred to P&Z.
- Staff proposes that a recommendation be submitted to the P&Z to amend the City's Zoning Code to allow for lay down yards in an M3 district, changing use groups, and requiring a SUP for bulk warehouse in an M3 district. This change will apply to the proposed annexed property, but would apply to any other M3 property within the City limits.

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.

Discussion only during Workshop. During the Regular Council Meeting the 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 approval of a service agreement for the property

**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;

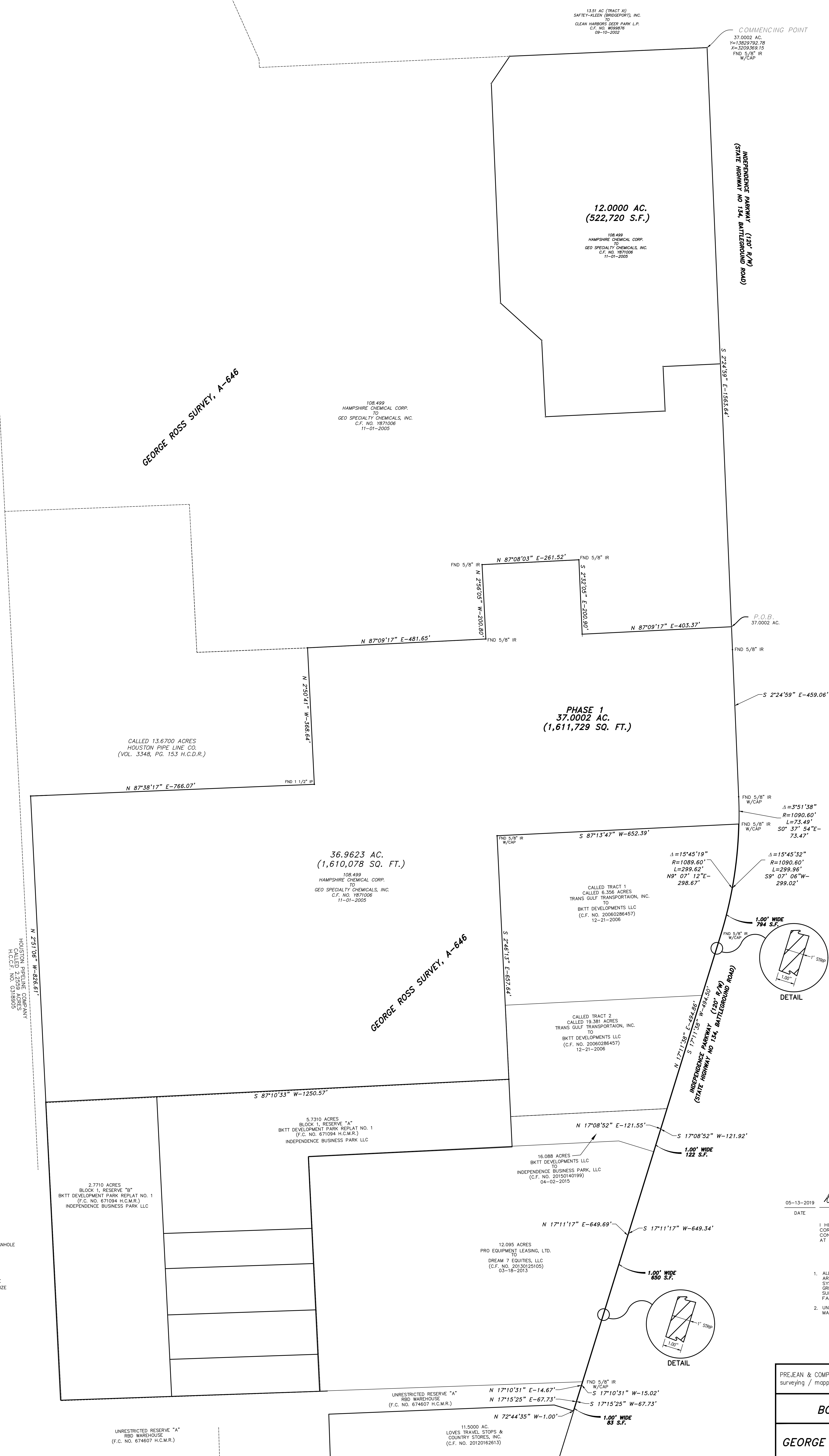
THENCE S 02°32'05" E - 200.90' to a set 5/8" iron rod for corner;

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





PREJEAN & COMPANY, INC.  
surveying / mapping

*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 rectangular 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, reading "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.  
=13829792.78  
=3209369.15  
FND 5/8" IR  
W/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

OPS &  
INC.  
(2613)

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

**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
- ◀ CORRUGATED 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=YARD, DRAIN



01-25-2019	<i>Daniel E. Kersten</i>	4925
DATE	DANIEL E KERSTEN	PRISON

I HEREBY CERTIFY THAT THIS PLAN  
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/CA

PREJEAN & COMPANY, INC.  
surveying / mapping

## BOUNDARY EXHIBIT

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

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

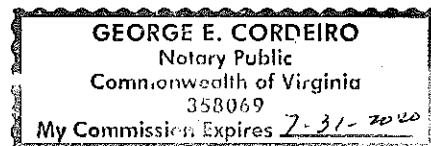
STATE OF VIRGINIA §  
§  
COUNTY OF CHESAPEAKE §

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;

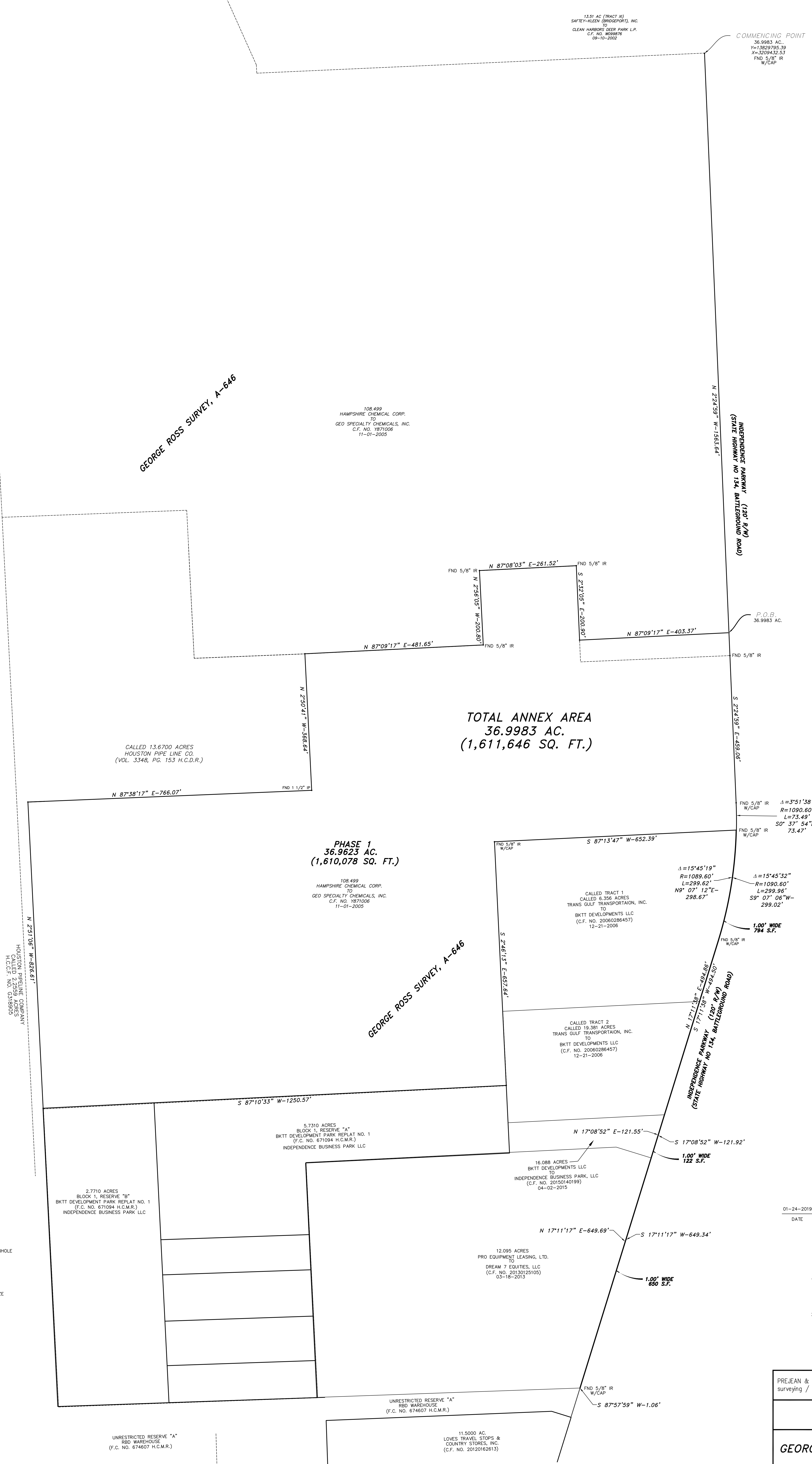
THENCE S 02°32'05" E - 200.90' to a set 5/8" iron rod for corner;

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
  - 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

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

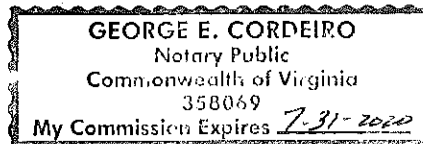
STATE OF Virginia §  
§  
COUNTY OF Chesapeake §

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

[Signature: 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;

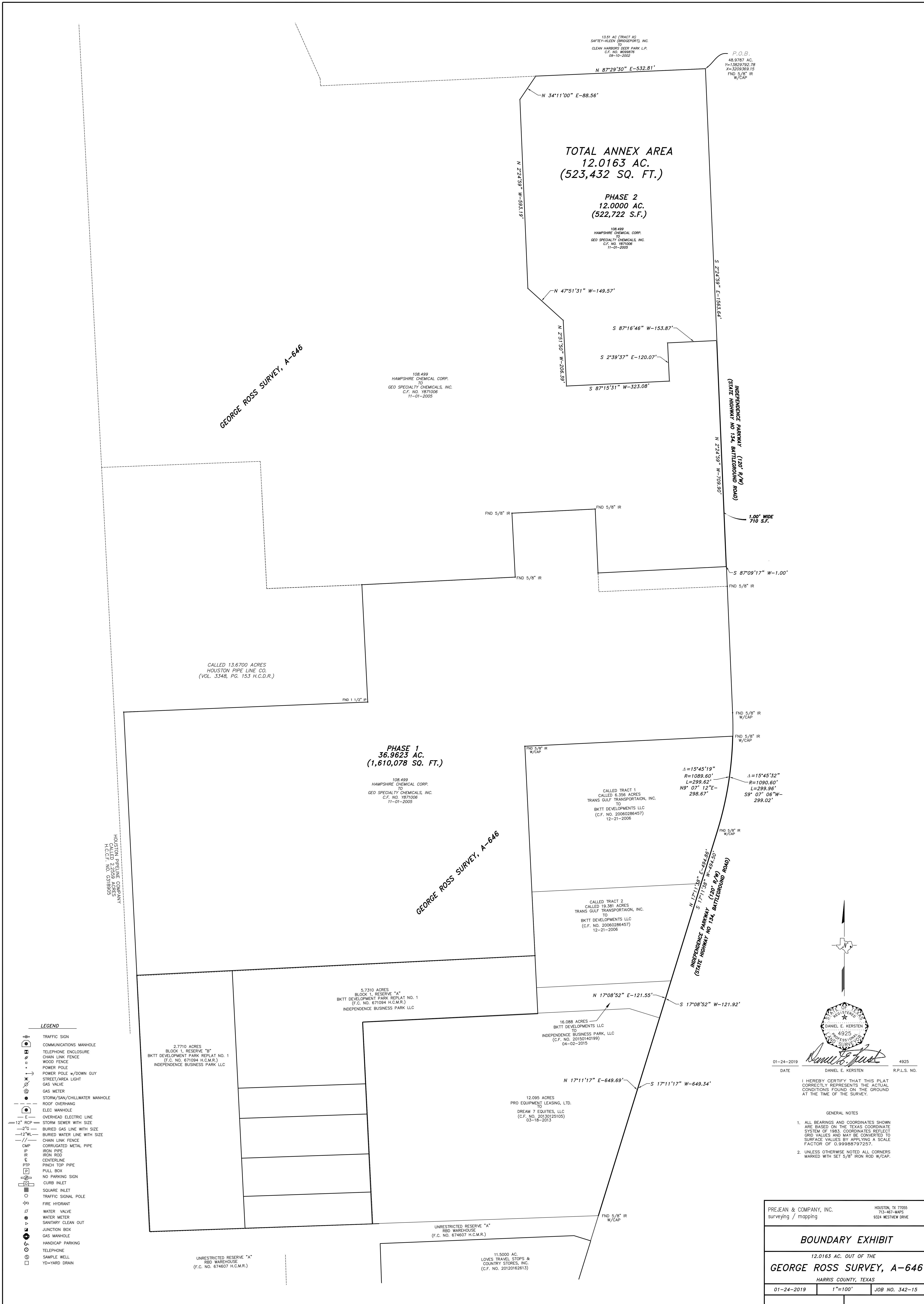
THENCE N 34°11'00" E - 88.56' to a set 5/8" iron rod with cap for angle point;

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







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

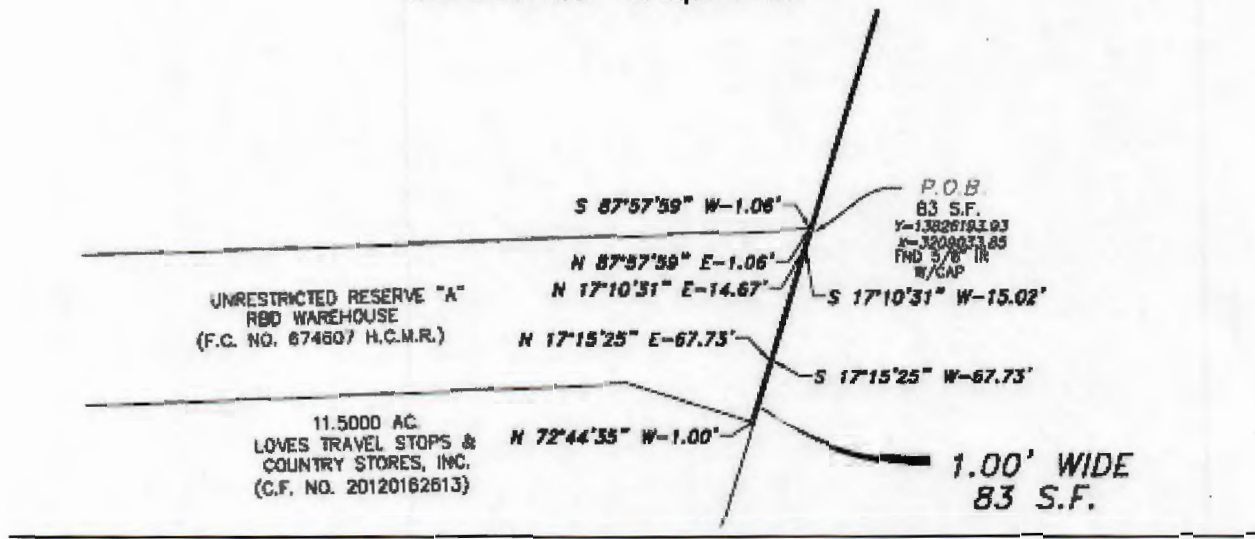




Exhibit D

**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



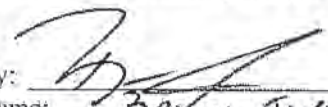
replace improvements such as driveways or sidewalks on the surface of the Property (but Grantor shall not construct any buildings or other material structures upon the Property) and utility lines and drainage or other facilities in the subsurface of the Property in connection therewith the aforesaid 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.

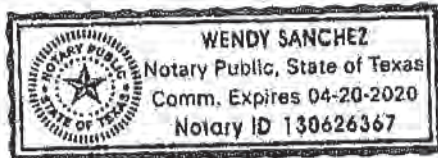
GRANTOR:  
DREAM 7 EQUITIES, LLC,  
a Texas limited liability company

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. Iles

Title: PRESIDENT + MANAGER



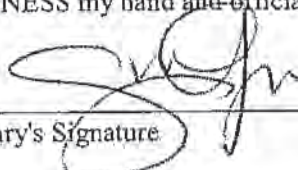
STATE OF TEXAS

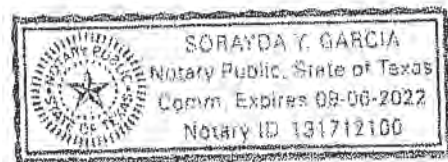
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COUNTY OF HARRIS

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 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.

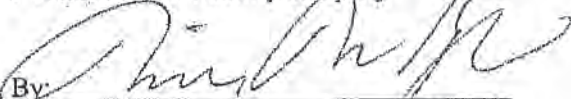
GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS 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

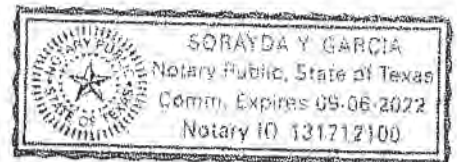
STATE OF TEXAS

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 24<sup>th</sup> 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**

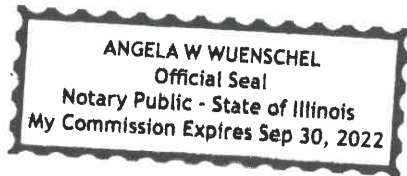
By: **JERRY MOUTON  
Mayor**

THE STATE OF ILLINOIS

§  
§  
§

COUNTY OF DUPAGE

This instrument was acknowledged before me on this the 24<sup>th</sup> 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

§  
§  
§

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

## SEWER LINE MAINTENANCE AGREEMENT

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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 24<sup>th</sup> day of May, 2019.

**CITY OF DEER PARK**

\_\_\_\_\_  
**Jay Stokes**  
**City Manager**

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

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**

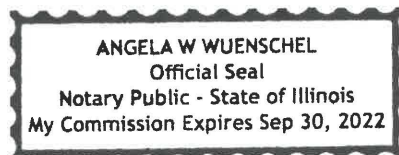
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**COUNTY OF DUPAGE**

§

This instrument was acknowledged before me on this the 24<sup>th</sup> 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**

### 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 #:** DIS 19-053    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 5/1/2019    **In control:** City Council Workshop  
**On agenda:** 6/4/2019    **Final action:**  
**Title:** Discussion of issues relating to Maxwell Adult Center Ceramics Program.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Maxwell Ceramics Presentation](#)

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

Discussion of issues relating to Maxwell Adult Center Ceramics Program.

At the February 19, 2019 City Council Meeting, staff presented Maxwell Adult Center new operations and discussed fees. Staff was asked to return at a later City Council Meeting with information concerning the Maxwell Adult Center Ceramics program with different options for this program. Staff will be presenting these options at the June 4, 2019 City Council Workshop Meeting for further discussion.

None at this time

Discussion Only

# E.M. MAXWELL CENTER CERAMICS GROUP



**CHARLIE SANDBERG, DIRECTOR OF PARKS AND RECREATION**  
**JACOB ZUNIGA, ASSISTANT DIRECTOR OF PARKS AND RECREATION**  
**JANICA HUGHEY, SENIOR SERVICES SUPERVISOR**



# RECAP

## PRE CONSTRUCTION

- Open DP residents only
- A morning and afternoon class offered
- 10-15 participants per class
- Kilns housed at the Maxwell Center
- \$2.50 quarterly dues per person
- \$10.00 monthly voucher provided by City for each participant to put towards the purchase of new pieces and/or supplies
- Contracted instructor paid at the rate of \$10.00 per hour
- Patrons painted pieces in class at the Maxwell Center
- Patrons pieces were fired at the Maxwell Center
- Pieces were fired by Maxwell Center staff
- Pieces were fired on a weekly basis
- Staff member returned pieces to patrons when firing was complete

# RECAP

## DURING CONSTRUCTION

- Open DP residents only
- Only morning class offered (due to decreased participation numbers)
- 6-7 participants per week (every Monday)
- \$10.00 per month voucher provided to participants in order to have their pieces fired at E & H Ceramics
- No dues collected
- Contracted instructor paid at the rate of \$10.00 per hour
- During Monthly Construction Update Meetings, participants made aware that the kilns would not be housed at the Maxwell Center due to storage
- Discussion on kilns to be housed at the Old Animal Shelter
- Patrons painted pieces in class at the Avon Center
- Patrons independently transported pieces to contracted facility (E & H Ceramics) to have pieces fired
- Pieces were fired on an “as desired” basis
- Patrons would retrieve pieces from E & H Ceramics when firing was complete

# RECAP

## POST CONSTRUCTION

- Open to all regardless of residency
- Only morning class offered (due to decreased participation numbers)
- 6-7 participants per week (every Monday)
- \$10.00 per month voucher provided to participants in order to have their pieces fired at E & H Ceramics
- No dues collected
- Contracted instructor paid at the rate of \$10.00 per hour
- Discussion of kilns to be housed at the Old Animal Shelter
- Patrons painted pieces in class at the Maxwell Center
- Patrons independently transported pieces to contracted facility (E & H Ceramics) to have pieces fired
- Pieces were fired on an “as desired” basis
- Patrons would retrieve pieces from E & H Ceramics when firing was complete

# RECAP - FEES

## PRE CONSTRUCTION

Program Expenditure	Program Revenue
<ul style="list-style-type: none"><li>• \$3,600.00 for vouchers</li><li>• \$4,160.00 contractor pay</li></ul> <p>Total cost: \$7,760.00 per fiscal year</p>	<p>\$900.00 per fiscal year</p>

## DURING CONSTRUCTION

Program Expenditure	Program Revenue
<ul style="list-style-type: none"><li>• \$840.00 for vouchers</li><li>• \$2,080.00 contractor pay</li></ul> <p>Total cost: \$2,920.00 per fiscal year</p>	<p>\$0.00</p>

## POST CONSTRUCTION

Program Expenditure	Program Revenue
<ul style="list-style-type: none"><li>• \$840.00 for vouchers</li><li>• \$2,080.00 contractor pay</li></ul> <p>Total cost: \$2,920.00 per fiscal year</p>	<p>\$0.00</p>



# RECAP

SURVEYS WERE ISSUED TO SENIORS IN A MEETING PRIOR TO CONSTRUCTION. MEETING WAS ANNOUNCED IN ADVANCE DURING CONGREGATE MEAL SERVICE. THERE WERE 45-50 SENIORS IN ATTENDANCE DURING ISSUANCE OF SURVEYS. SENIORS WERE INSTRUCTED TO NUMBER 1-11 THEIR IMPORTANCE OF PROGRAMS (1 BEING THE MOST IMPORTANT AND 11 BEING THE LEAST). BELOW ARE THE RESULTS OF THAT SURVEY...

Meals	Fitness	Socials	Health/ Fitness	Game Room	Classes	Excursion/ Trips	Arts & Crafts	Ceramics	Billiards/ Shuffleboard	Quilting
2.9	4.3	4.8	4.8	5.1	5.1	5.7	6.7	7.7	8.4	9.2



# POTENTIAL OPTIONS FOR CERAMICS PROGRAM

## **CONTINUE PROGRAM “AS IS” ... OPTION #1**

- Provide current participants with a \$10.00 per month voucher in order to get pieces fired at E & H Ceramics
- Provide participants with transportation to and from E & H Ceramics once a month to utilize vouchers
- Continue to provide a contracted instructor for the program at the rate of \$10.00 an hour

## **RENOVATE AREA BY OLD ANIMAL SHELTER... OPTION #2**

- See Option #2 slides for information pertaining to costs needed to renovate existing Old Animal Shelter

## **RENOVATE KINGSDALE... OPTION #3**

- See Option #3 slides for information pertaining to costs needed to renovate Kingsdale Recreation Center

# TOTAL POTENTIAL COST FOR OPTION #1

- \$10.00 per month voucher for all current active participants (\$60.00 per month)
- \$10.00 an hour rate for contracted instructor (\$150.00 per month)
- Miscellaneous expenses for gas per month (\$20.00 per month)
- Additional staffing cost: \$0.00
- Estimated cost: **\$230.00** (per month) or **\$2,530.00** (fiscal year)



# NEW KILN OPTIONS



- L&L Kiln Easy Fire Front Loading Kiln
- Kiln: \$4,769.00 (per kiln)
- Furniture: \$504.00 (per kiln)
- Vents: \$425.00 (per kiln)
- 12 weeks out for delivery
- Curbside delivery only
- Customer responsible for installation
- Total potential cost: **\$11,396.00** (for two kilns)



- Fredrickson Front Loading Electric Kiln
- Kiln: \$9,199.00 (per kiln)
- Furniture: \$800.00 (per kiln)
- Vents: \$475.00 (per kiln)
- 12 weeks out for delivery
- Curbside delivery only
- Customer responsible for installation
- Total potential cost: **\$20,948.00** (for two kilns)

***\*for safety purposes we are looking to replace kilns currently housed in City warehouse\****



# ELECTRICAL, STORAGE & STAFFING FOR OPTION #2



- The electrical service at the Old Animal Shelter is at it's maximum capacity.
- Necessary additions include – underground feeder to utility pole, conduit, wire, meter panels and an automatic transfer switch for generator
- Estimated cost: **\$25,000.00**

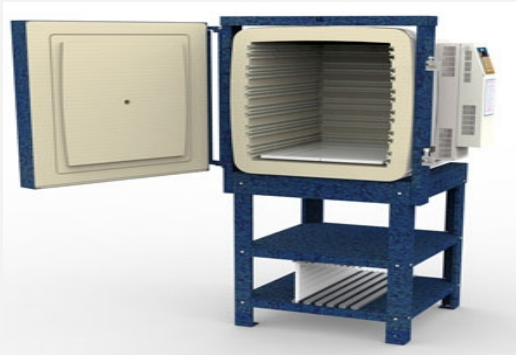


- Kilns may possibly be housed in this structure with additional permission
- 20 foot container: \$6,000.00 (includes door and window)
- Slab: \$2,000.00
- Fencing/gate to surround container: \$1,500.00
- Total potential cost: **\$9,500.00**

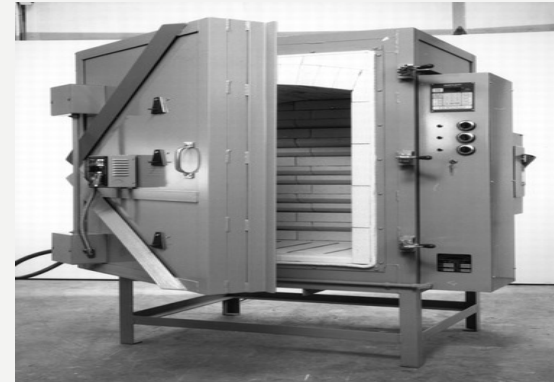


- Kilns will offsite from the Maxwell Center
- A staff member would need to be scheduled to oversee kiln area while they are in operation
- Kilns are fired six hours a day/twice a week
- Total potential cost: **\$6,240.00**

# TOTAL POTENTIAL PRICE FOR OPTION #2



- TOTAL ESTIMATED PRICE IF L&L KILN EASY FIRE FRONT LOADING IS CHOSEN:
- **\$52,136.00**



- TOTAL ESTIMATED PRICE IF FREDRICKSON FRONT LOADING ELECTRIC KILN IS CHOSEN:
- **\$61,688.00**

# TOTAL POTENTIAL COST FOR OPTION #3

## Price with new kilns

- Kilns will be housed inside Kingsdale Center
- Purchase new kilns with prices ranging from \$11,396.00 - \$20,948.00 (depending upon brand)
- Update electricity: \$3,500.00
- Construct area to place kilns: \$4,500.00
- Staffing: \$6,240.00
- Estimated cost: **\$25,609.00 - \$35,188.00**



## Price with current kilns

- Kilns will be housed inside Kingsdale Center
- Utilize kilns currently being housed at the City Warehouse (if new kilns are not option)
- Update electricity: \$3,500.00
- Construct area to place kilns: \$4,500.00
- Staffing: \$6,240.00
- Estimated cost: **\$14,240.00**

# POTENTIAL STAFFING NEEDS FOR OPTION #2 AND OPTION #3

CURRENT PARTICIPANTS HAVE VOICED THEIR OPINION THAT IF/WHEN KILNS ARE AVAILABLE THERE WILL BE A SURGE OF RETURNING PARTICIPANTS. WITH THIS EXPECTATION WILL COME THE NECESSITY TO FIRE MORE FREQUENTLY IN ORDER TO SATISFY PARTICIPANT NEEDS. BELOW IS AN ESTIMATED MATRIX OF INCURRED STAFFING COSTS IF/WHEN PARTICIPANTS NUMBERS INCREASE...

# of Participants	Potential staffing cost
6 participants (kilns fired 2x wkly for 6 hrs per day)	\$6,240.00 per fiscal year
15 people (kilns fired 3x wkly for 6 hrs per day)	\$9,360.00 per fiscal year
25 people (kilns fired 4x wkly for 6 hrs per day)	\$12,480.00 per fiscal year*
40+ people (kilns fired 5x wkly for 6 hrs per day)	\$15,600.00 per fiscal year*

*\*costs do not include required City TMRS contributions\**



- QUESTIONS???



*Parks and Recreation*