

**SPECIAL, 1/30/2017 1:30:00 PM**

BE IT REMEMBERED that on January 30, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

*Notice of Meeting and Agenda and Minutes*  
*January 30, 2017*

Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Brent A. Weaver, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
January 30, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **30th** day of **January 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

WORKSHOP: 11:00 a.m.- To receive a presentation and information from KeepPACE regarding the benefits of their programs.

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

**PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three**



## **PURCHASING:**

1. Receive and file Lease Agreements for (RFP 16-010/YS), Lease of Properties as a Result of Buy Out as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 10 - 22**

**Motion by: Commissioner Alfred**

pages 123 -227

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve, execute, receive and file a renewal for (IFB 14-001/JW), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport with Airport Lighting Company and blueglobes, llc. for a third additional one (1) year renewal from March 7, 2017 to March 6, 2018. Proposed price increase is shown on Attachment B. The price increase is due to new pricing from the supplier.

**SEE ATTACHMENTS ON PAGES 23 - 25**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve, execute, receive and file a renewal for (IFB 16-001/YS), Term Contract for Motor Fuel for Jefferson County with Spidle Oil Co. for a first one (1) year renewal from March 1, 2017 to February 28, 2018.

**SEE ATTACHMENTS ON PAGES 26 - 26**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

4. Consider and approve, execute, receive and file Change Order No. 2 for (IFB 16-008/JW), Major Drive Extension From SH 124 to LaBelle Rd. with ALLCO, LLC. for a reduction in the scope of work at Frint Road, for a decrease of \$33,807.50; bringing the total contract amount from \$1,794,672.55 down to \$1,760,865.05. This change order does not change the number of working days for this project.

**SEE ATTACHMENTS ON PAGES 27 - 27**

**Action: TABLED**

*Notice of Meeting and Agenda and Minutes*  
*January 30, 2017*

5. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 16-022/JW), Taxiway D Reconstruction (2016) at Jack Brooks Regional Airport with ALLCO, LLC. for an increase of \$10,500.00 for additional demolition due to thicker concrete encountered during demolition that was not originally indicated by core data; bringing the total contract amount from \$2,207,225.00 up to \$2,217,725.00. This change order will increase the number of contract working days by (10) ten days; bringing the total number of working days from 210 days up to 220 days. This project is funded by AIP Grant # 32.

**SEE ATTACHMENTS ON PAGES 28 - 32**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Consider and approve, execute, receive and file an agreement with LexisNexis and Jefferson County for Lexis Advance website access subscription for Judge Justin Sanderson of the 60th Civil District Court. This agreement is for a one-year term (February 1, 2017 through January 31, 2018), at a monthly cost of \$67.00.

**SEE ATTACHMENTS ON PAGES 33 - 38**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

7. Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 39 - 41**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COMMUNITY SUPERVISION:**

8. Consider and possibly adopt a Resolution recognizing Lisa R. Coward for 32 years of dedicated service to the Jefferson County Adult Probation Department and wishes her well in her retirement.

**SEE ATTACHMENTS ON PAGES 42 - 42**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **CONSTABLE PRECINCT 4:**

9. Consider and possibly approve Randy Walston as a Reserve Deputy Constable with Constable Precinct 4 in accordance with Local Government Code (LGC) 85.011.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AUDITOR:**

10. Consider and approve the following out of state travel for Judge Branick: Washington DC beginning February 25, 2017 for the NACO conference. All expenses to be paid by TAC. And, March 9, 2017 through March 11, 2017 to Spokane, Washington for the NAWNC conference.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

11. Regular County Bills - check #429516 through checks #429795.

**SEE ATTACHMENTS ON PAGES 43 - 52**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

12. Consider and approve budget transfer –Justice of the Peace Pct 6 – additional cost for dues.

120-2047-412-5021	DUES/SUBSCRIPTIONS	\$60.00	
120-2047-412-3084	MINOR EQUIPMENT		\$60.00

**SEE ATTACHMENTS ON PAGES 53 - 53**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

13. Consider and approve budget transfer –Service Center – replacement of garage door.

120-8095-417-6014	BUILDINGS AND STRUCTURES	\$8,041.00	
120-8095-417-3037	GASOLINE		\$8,041.00

**SEE ATTACHMENTS ON PAGES 54 - 54**

**Action: TABLED**

14. Consider and approve reimbursement of mileage for out of state travel for Jamey West to pick up equipment in Lake Charles, LA for the Downtown Jail repairs.

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

15. Consider and possibly approve a Resolution for an Application for Grant by the Jefferson County Drug Intervention Court. (Grant No. 3259001)

**SEE ATTACHMENTS ON PAGES 55 - 56**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*January 30, 2017*

16. Consider, possibly approve, authorize the County Judge to execute and receive and file the annual Loan Agreement, SDA0415, between Jefferson County, Texas and the National Museum of the United States Air Force Static Loan Program for the plane on display at Veterans Memorial Park.

**SEE ATTACHMENTS ON PAGES 57 - 66**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

17. Receive and file executed Amendment to Property Tax Abatement Agreement between Jefferson County, Texas and Seahawk Landing, LLC.

**SEE ATTACHMENTS ON PAGES 67 - 72**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

18. Consider and possibly authorize litigation by Jefferson County, Texas to recover grant money proceeds that are due and owing.

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

19. Consider, approve and authorize the County Judge to execute an Agreement between Jefferson County and Linebarger Law Firm for tax lien transfer foreclosure work.

**SEE ATTACHMENTS ON PAGES 73 - 76**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

## **ENGINEERING:**

20. Consider and possibly adopt a Resolution recognizing Ron Westphal for his dedicated service to the Jefferson County Engineering Department and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 77 - 77**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

21. Execute, receive and file Utility Permit 02-U-17 to the City of Beaumont for the placement of public utility within Jefferson County. This project is located in Precinct 1.

**SEE ATTACHMENTS ON PAGES 78 - 120**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **RISK MANAGEMENT:**

22. Consider and possibly approve Commercial Property Insurance renewal with Bershire/Axis, effective February 1, 2017, at an annual premium of \$1,028,221.00 (an 11% reduction from 2016).

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

23. Consider and possibly approve Boiler and Machinery Insurance renewal with Hartford Steam Boiler, effective February 1, 2017, at an annual premium of \$11,291.00 (a 9% increase from 2016).

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

24. Consider and possibly approve Excess Workers Compensation and Liability Insurance renewal with Colony Insurance, effective February 1, 2017, at an annual premium of \$165,900.00 (a 4% increase from 2016 due to the increase in payroll remuneration).

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

25. Consider and possibly approve Government Crime Insurance renewal with Great American Insurance Company, effective February 1, 2017, at a flat annual renewal premium of \$4,600.00.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

26. Consider and possibly approve a Resolution recognizing Mark A. Beadle for 29 years and 9 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

**SEE ATTACHMENTS ON PAGES 121 - 122**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**

**Attachment A**  
**Award of RFP 16-010/YS, Lease of Properties as a Result of Buy Out**  
**Awarded July 11, 2016**

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Annual Lease Amount	Awarded to
1	123	227	Lene Ln	Beaumont TX	77705	East half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55265	-94.06438		None
2	122	241	Lene Ln	Beaumont TX	77705	West half of Lot 7 Tract 4 Block 4 and Lot 8 Tract 7 Block 4 Orange Farms Abst 048855	29.55271	-94.06413		None
3	144	390	Lene Ln	Beaumont TX	77705	Lot 1 Block 2 Tract 12 .872 Acres, Lot 2 Block 2 Tract 13 .970 Acres and Lot 3 Blk 2 Tr 11 .485. Orange Farms 2.327 Ac	29.92155	-94.1087	\$1.00	Raymond & Carol Pringle
4	83	438	Hillebrandt Acres	Beaumont TX	77705	Lot 15, Block 5, Hillebrandt Acres Abstract 029250	29.93404	-94.10818		None
5	19	445	Bass Rd	Beaumont TX	77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465		None
6	150	453	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres L16 B6 .480Ac Abstract 029250	29.93375	-94.10803	\$36.00	Ronnie Walston



7	16	469	Bass Rd	Beaumont TX	77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.09444		None
8	40	476	Bass Rd	Beaumont TX	77705	Tr 3 Hillebrandt 28 Heights Unrec .414 Abstract 029300	29.92012	-94.09438	\$5.00	Peggy McClendon
9	128	477	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres E15' Lot 14 Block 6 Lot 15 B6 .508 Acres Abstract 029250	29.93119	-94.11267	\$24.00	Ronnie Walston
10	49	492	Bass Rd	Beaumont TX	77705	28 Tr 2 & Hillebrandt 29 Heights Unrec .414 Abstract 029300	29.92014	-94.09386	\$5.00	Peggy McClendon
11	82	492	Lene Ln	Beaumont TX	77705	Lot 1 Block 2 Tract 5 and Lot 2 Block 2 Tract 8 Orange Farms 1.89 Abstract 048855	29.92142	-94.11057		None
12	17	520	Bass Rd	Beaumont TX	77705	Tr 1 Hillebrandt 29 Heights Unrec .414 Abstract 029300	29.92015	-94.09349	\$48.00	James Wyble
13	118	611	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lot 11 Block 6 Abst 26 M Grange Tract 74 .649, Abstract 029250	29.93409	-94.11089		None

14	89	993	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lot 51, Block 1, Lot 52 Tract 2 Block 1 Abstract 029250	29.93225	-94.11511	\$20.00	Casey Bonin
15	79	1068	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608		None
16	147	1291	Hillebrandt	Beaumont TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799		None
17	104	1420	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lot 15 Block 2 Tract 20, .2661 Ac, Abstract 029250	29.93029	-94.118	\$601.00	Dr. Richard A. Levacy MD
19	73	1989	Hillebrandt Acres	Beaumont TX	77705	Hillebrandt Acres Lots 4, 5, and 6, Block 1, Abstract 029250	29.93358	-94.11722	\$36.00	John McNeil
20	94	2040	Hillebrandt Acres	Beaumont TX	77705	Part Tract 24509 L Hampshire 1.000 Section 198 B Abstract 300509 & Part Tract 24 509 L Hampshire 10.110Sec 198-Babstract 300509	29.93394	-94.11505	\$12.00	Terrell Broussard

21	74	2065	Hillebrandt Acres	Beaumont TX	77705	Lots 1 & 2, Block 1, Hillebrandt Acres-Abstract 029250	29.93394	-94.11567	\$36.00	Curtis Randall
22	101	3452	Ballard Rd	Beaumont TX	77705	Abstract 49 Wm Smith Tracts 33, 39, 78, 155 & 156 Abstract 102 Wm Carr Tracts 45 & 233 2.017 Acres	29.8794	-94.16014		None
23	126	3481	Ballard Rd	Beaumont TX	77705	Tracts 44, 58, 34 and 43 49 WM Smith 0.58 Loc off of Labelle Rd. Abstract 300049	29.87914	-94.16073		None
24	148	3534	Ballard Rd	Beaumont TX	77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147		None
25	80	3577	Doucet	Beaumont TX	77705	Tracts 74 & 75, 49 Wm Smith .59 Abstract 300049 Lot 74,75	29.87802	-94.16027		None
26	140	3590	Doucet	Beaumont TX	77705	Tract 6449 Wm Smith .25 Abstract 300049 Lot 64	29.93611	-94.0919		None
27	76	7046	Bayou Trace	Beaumont TX	77705	191 Wm Reeves Tr 59 14.530747 J W Denny Tr 41 .240 Abstract 300191	29.84687	-94.2221		None
28	97	7303	Backridge Rd	Beaumont TX	77705	Tract 4 Tract 18 168 Jno Mcgaffey 4.760 Abstract 300168	29.72208	-93.94045	\$10.00	LaBelle Properties, Ltd.

29	87	7522	Hillebrandt	Beaumont TX	77705	Oak Park Acres Lot 25-A Block 2.50 Acres M Grange Abstract 26 Tract 55 Abstract 047750	29.93531	-94.10806	\$60.00	Grady A. Taylor
30	132	7806	Hwy 365	Beaumont TX	77705	Tract 4 Block 15 Orange Farms Abstract 048855	29.54785	-94.02711	\$1.00	Eric R. Brode
31	129	7818	Fm 365	Beaumont TX	77705	Tract 3 .803 Acres 15 Orange Farms Abstract 048855	29.54699	-94.0261	\$1.00	Eric R. Brode
32	131	8599	Hillebrandt Rd	Beaumont TX	77705	Lot 3 Block 2 Tract 1 .906 and Lot 4 Block 2 Tract 5 .908 Orange Farms Abstract 048855	29.56286	-94.0462		None
33	85	8629	Hillebrandt Rd	Beaumont TX	77705	Lot 3 Block 2 Tract 8, .9142 and Tract 4 .09 Orange Farms, abstract 048855	29.92352	-94.11226		None
34	95	10140	Baltimore	Beaumont TX	77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255		None

35	113	10155	Baltimore	Beaumont TX	77705	Hillebrandt Acres North 1/2 Lot 1, Block 5 Abstract 029250	29.93415	-94.11214	\$4.00	Michael Breland
36	109	10191	Baltimore	Beaumont TX	77705	Lot 2 Block 5 Abstract 029250 Hillebrandt Acres	29.93386	-94.11119	\$7.00	Michael Breland
37	78	10234	Baltimore	Beaumont TX	77705	Hillebrandt Acres Lots 11- 13, Block 4 Abstract 029250	29.93348	-94.11378		None
38	72	10249	Barton Rd	Beaumont TX	77705	Hillebrandt Acres Lot 4, Block 4 Abstract 029250	29.93352	-94.11487		None
39	11	11025	Oak Ln	Beaumont TX	77705	Und 1/2 Int 9 3 Country Road Est Sect 3 Abstract 014861 Und Int In .500000	29.92057	-94.09485		Phillip Hallmark
40	18	11030	Country Lane Rd	Beaumont TX	77705	Lots 10, 11, 12 & 13, Block 3, Country Road Estates Section 3	29.92057	-94.094		Phillip Hallmark
41	3	11034	Kenner Rd	Beaumont TX	77705	20 Hillebrandt 21 Heights Unrec 1.061 Abstract 029300	29.92097	-94.09231	\$5.00	Peggy McClendon
42	13	11037	Hickory Ln	Beaumont TX	77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961		None

43	4	11049	Kenner Rd	Beaumont TX	77705	Hillebrandt 8 Heights Unrec 2.809 Abstract 029300 And Lot 7	29.92079	-94.09115	\$20.00	Kenneth W. Chadwick
44	12	11087	Hickory Ln	Beaumont TX	77705	6& 2 1/2 All & Tr 1 S1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.09611		None
45	9	11090	Country Lane Rd	Beaumont TX	77705	14 3 Country Road Est Sect 3 Abstract 014861	29.91994	-94.09397		Phillip Hallmark
46	10	11091	Country Lane Rd	Beaumont TX	77705	21 4 Country Road Est Sect 3 Abstract 014861	29.91977	-94.09359		None
47	48	11111	Oak Ln	Beaumont TX	77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948		Phillip Hallmark
48	33	11124	Oak Ln	Beaumont TX	77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518		None
49	62	11126	Hickory Ln	Beaumont TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638		None
50	57	11134	Kenner Rd	Beaumont TX	77705	Hillebrandt 14 Heights Unrec 3 Abstract 029300	29.91965	-94.09236		None
51	28	11158	Hickory Ln	Beaumont TX	77705	Lot 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638		None
52	27	11174	Hickory Ln	Beaumont TX	77705	19 1 Country Road Est Sect 2	29.91852	-94.09634		None
53	35	11180	Country Lane Rd	Beaumont TX	77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405		None
54	34	11189	Oak Ln	Beaumont TX	77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476		None
55	44	11189	Country Lane Rd	Beaumont TX	77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353		None

56	29	11200	Oak Ln	Beaumont TX	77705	22 2 All 18 2 Tr 2 & All Off 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513		None
57	59	11210	Country Lane Rd	Beaumont TX	77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393		None
58	31	11217	Kenner Rd	Beaumont TX	77705	Hillebrandt 1 Heights Unrec 2.80 Abstract 029300	29.91825	-94.09169	\$20.00	John LeBlanc
59	42	11223	Oak Ln	Beaumont TX	77705	13 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476		None
60	22	11224	Oak Ln	Beaumont TX	77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526		None
61	53	11232	Country Lane Rd	Beaumont TX	77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409		None
62	26	11242	Hickory Ln	Beaumont TX	77705	15 16 17 1 Country Road Est Sect 2 Abstract 014853	29.91735	-94.09621		None
63	23	11248	Kenner Rd	Beaumont TX	77705	Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300	29.91804	-94.09244	\$103.00	Phillip & Lydia Hallmark
64	25	11258	Sweetgum Ln	Beaumont TX	77705	14 1 Country Road Est Sect 2 Abstract 014853	29.91743	-94.09586		None
65	43	11265	Sweetgum Ln	Beaumont TX	77705	12 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477		None
66	24	11276	Sweetgum Ln	Beaumont TX	77705	13 1 Country Road Est Sect 2 Abstract 014853	29.91741	-94.09556		None

67	21	11300	Sweetgum Ln	Beaumont TX	77705	10 & 11 1 Country Road Est Sect 1 12 1 Country Road Est Sect 2 Abstract 014852	29.91734	-94.09434		None
68	37	11309	Country Lane Rd	Beaumont TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401		None
69	63	11309	Kenner Rd	Beaumont TX	77705	Tracts 4 & 6, Lot 1, Block 14, Orange Farms 1.38 Abst 048855	29.91698	-94.09181	\$12.00	Oscar & Amber Olvera
70	8	11329	Kenner Rd	Beaumont TX	77705	Tr 2 1 14 Orange Farms Abstract 048855	29.91671	-94.09175	\$12.00	Oscar & Amber Olvera
71	55	11345	Country Lane Rd	Beaumont TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.09393		None
72	38	11346	Country Lane Rd	Beaumont TX	77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.09444		None
73	110	11369	Country Lane Rd	Beaumont TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.09578		None
74	14	11394	Country Lane Rd	Beaumont TX	77705	LS 5 1 Tr 2 Ls 6 1 & S 1/2 Lt 7 1 Tr 1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961		None
75	58	11422	Country Lane Rd	Beaumont TX	77705	Lot 4, Block 1 Lot 5, Block 1 Tract 1 Country Road Estates Section 1 Abstract 014852	29.91573	-94.0962	\$6.00	Carla Mason



76	84	11456	Davidson Rd	Beaumont TX	77705	Lot 3, Block 14, Tract 1 0.726 Acres Orange Farms Abst 048855	29.91518	-94.08815	\$1.00	Landon Delage
77	39	11465	Sweetgum Ln	Beaumont TX	77705	14 4 Country Road Est Sect 1 Abstract 014852	29.91719	-94.09341	\$12.00	Phillip & Lydia Hallmark
78	2	11471	Country Lane Rd	Beaumont TX	77705	1 4 Country Road Est Sect 1 Abstract 014852	29.91512	-94.0958	\$60.00	Jason Vandiver
79	52	11477	Davidson Rd	Beaumont TX	77705	Tr 4 2 14 Orange Farms .666 Abstract 048855	29.9154	-94.08851	\$1.00	Landon Delage
80	20	11501	Sweetgum Ln	Beaumont TX	77705	13 4 Country Road Est Sect 1 Abstract 014852	29.91716	-94.09481	\$12.00	Phillip & Lydia Hallmark
81	50	11506	Sweetgum Ln	Beaumont TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493		

82	64	11519	Sweetgum Ln	Beaumont TX	77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945	\$12.00	Phillip & Lydia Hallmark
83	138	11524	Davidson Rd	Beaumont TX	77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812		
84	51	11541	Sweetgum Ln	Beaumont TX	77705	11 4 Country Road Est Sect 1 Abstract 014852	29.91642	-94.09262	\$12.00	Andrew Pritchard
85	146	11600	Sweetgum Ln	Beaumont TX	77705	Lots 11 & 12, Block 5 Country Road Est Section 1 Abstract 014852	29.91537	-94.09305	\$5.00	Daniel R. Ward
86	41	11604	Davidson Rd	Beaumont TX	77705	7 14 Tr 1 8 14 Tr 1 & Tr 11 Orange Farms 1.536 Loc Off Of Kenner Rd	29.91781	-94.08962	\$12.00	David & Meredith Hatcher
87	5	11611	Sweetgum Ln	Beaumont TX	77705	7 4 Country Road Est Sect 1 Abstract 014852	29.91533	-94.09261	\$5.00	George M. Greer
88	149	12125	Burr Lane	Nederland, TX	77701	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132		None

89	93	15106	Labelle	Beaumont TX	77705	Lot 32, 102 Wm Carr .950 Abstract 300102	29.87782	-94.15935		None
90	136	17363	Boondocks	Beaumont TX	77705	Tract 34 4.808 Acres (Out To W Denny (Out To Boondocks Rd)	29.86798	-94.22271		None
91	151	17859	Azalea Dr.	Beaumont TX	77705	Lots 27 and 28, Block 6, Green Thumb Estates Section 1	29.82694	-94.22387		None
92	141	17886	Azalea Dr	Beaumont TX	77705	Lot 59, Block 8 Green Thumb Estates 1 Abstract 024900	29.8263	-94.22453		None
93	81	18084	Azalea Dr	Beaumont TX	77705	Lots 45 & 46, Block 4 Green Thumb Estates Section 1 Abstract 024900	29.82363	-94.22463		None
94	105	18233	Big Hill Rd	Winnie TX	77655	Pt Tract 26509 L Hampshire .48 Acres Abstract 300509, Pt Tract 26509 L Hampshire 10.00 Acres Abstract 300509	29.82147	-94.23495		Phillip Hallmark
95	Restricted to Recreational Use Only	18235	Hwy 73	Beaumont TX	77705	Part Tract 24509 L Hampshire 1.000 Section 198 B Abstract 300509 & Part Tract 24 509 L Hampshire 10.110Sec 198-Babstract 300509	29.82415	-94.2336		Phillip Hallmark
96	142	19268	Big Hill Rd	Hampshire TX	77705	Tract 8480 T&No 1 Abstract 300480 Lot 8	29.80707	-94.23506	\$1.00	Paul Rush Craigen

97	134	20615	Highway 73	Beaumont TX	77622	Tract 49 53 B A Vacocu 2,000 Abstract 300053 Lot 49	29.82511	-94.23454		None
98	75	21443	Englin Rd	Beaumont TX	77705	Lot 31 Tract 1 and Lot 32 Tract 1 162 Benson Abstract 004300	29.78344	-94.32803	\$250.00	Bruce & Jacqueline Bundick
99	69	1179 A	Hillebrandt Acres	Beaumont TX	77705	Lot 44 Block 1 Abstract 029250 Hillebrandt Acres	29.93091	-94.1168		None
100	85b	8629 B	Hillebrandt Road	Beaumont TX	77705	3.69 Acres out of Tract 1, Orange Farms Abstract 048855	29.92352	-94.1123		None
101	102	1551	Hillebrandt Acres	Beaumont TX	77705	Lot 21 Block 1 Abstract 029250 Hillebrandt Acres	29.93076	-94.11889	\$120.00	Lynn Prescott

**ATTACHMENT B****IFB 14-001/JW****Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport****Proposed Price Increases**

Item	Description	Brand	Unit Price	Vendor	Proposed Price Increases
1	Bulb: EXL 30 Watt, 6.6 Amp Quarts, GE (Part # 11478)	GE	<b>\$9.00</b>	blueglobes, llc	
2	Bulb: 120 Watt, 6.6 Amp Quarts, GE (Part # 10099) EVV 120 Watt	GE	<b>\$14.00</b>	blueglobes, llc	
3	Bulb: EZL 200 Watt, 6.6 Amps, Quarts, GE (Part # 15243)	GE	<b>\$19.00</b>	blueglobes, llc	
4	Bulb: 62 Watt, 6.6 Amp MR 16, (GE Crouse Hinds brand, Part # 20590)	GE Crouse Hinds	<b>\$32.00</b>	blueglobes, llc	
5	Bulb: 48 Watt, 6.6 Amp Quarts, (GE Crouse Hinds brand Part # 64337A)	ADB 2990.40.827	<b>\$13.70</b>	blueglobes, llc	
6	Transformer 30/45 Watt, 6.6 Amp, ADB (Part # 1ST045660010)	ADB	<b>\$72.50</b>	blueglobes, llc	
7	Transformer 100 Watt, 6.6 Amp ADB (Part # 1ST100666010)	ADB	<b>\$86.50</b>	blueglobes, llc	
8	300 Watt Transformer ADB (Part # 1ST300666010)	ADB	<b>\$132.00</b>	blueglobes, llc	
9	Termination Kits, Integro (Part # 11174-01)	Integro	<b>\$11.90</b>	blueglobes, llc	
10	Light Assembly, ADB (Part # ETES/1110)	ADB	<b>\$176.47</b>	Airport Lighting Company	
11	Light Assembly Cord Set, ADB (Part # 44A1701/15 L823)	ADB	<b>\$12.50</b>	blueglobes, llc	
12	Head Assembly 14 inch, ADB (Part # 44B484/1X L861)	ADB	<b>\$41.76</b>	Airport Lighting Company	
13	Field Lighting Arrestors, ADB (Part # 44A6102)	ADB	<b>\$357.00</b>	blueglobes, llc	<b>\$578.00</b>
14	LED In-Pavement Lights (white) ADB (Part # ADB/IREL/3220110)	ADB	<b>\$1,433.82</b>	Airport Lighting Company	
15	130 Electrical Splicing Tape – 1 inch	ADB	<b>\$32.21</b>	Airport Lighting Company	
16	Airfield Wire: Spool (3000 ft.) Rome XLP power cable (8 AWG C U 5 KV non-shielded FAA L 824 Type C)	Rome	<b>\$1,823.53</b>	Airport Lighting Company	

**blueglobes, llc**

819 Harmony Road, Suite 200

Eatonton GA 31024

Attn: Max Moody

ph: 706-923-2661

fx: 706-923-2801

[sales@blueglobesmail.com](mailto:sales@blueglobesmail.com)**Airport Lighting Company**

108 Fairgrounds Drive

Manlius NY 13104

Attn: Steve Shaw

ph: 315-682-6466

fx: 315-682-6469

[steves@airportlightingcompany.com](mailto:steves@airportlightingcompany.com)

**CONTRACT RENEWAL FOR IFB 14-001/JW**  
**TERM CONTRACT FOR LIGHTING SUPPLIES FOR RUNWAY AND**  
**TAXIWAY AT JACK BROOKS REGIONAL AIRPORT**

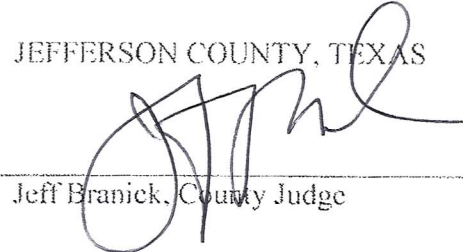
The County entered into a contract with Airport Lighting Company for one (1) year, from March 10, 2014 to March 9, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from March 7, 2017 to March 6, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
 Carolyn L. Guidry, County Clerk

  
 Jeff Branick, County Judge



CONTRACTOR:  
 Airport Lighting Company

  
 (Name)

**CONTRACT RENEWAL FOR IFB 14-001/JW**  
**TERM CONTRACT FOR LIGHTING SUPPLIES FOR RUNWAY AND**  
**TAXIWAY AT JACK BROOKS REGIONAL AIRPORT**

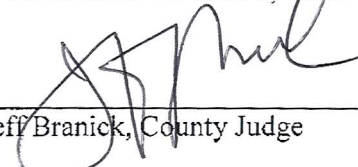
The County entered into a contract with blueglobes, llc for one (1) year, from March 10, 2014 to March 9, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from March 7, 2017 to March 6, 2018.

ATTEST:

  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
blueglobes, llc

  
Max Moody  
(Name)

**CONTRACT RENEWAL FOR IFB 16-001/YS**  
**TERM CONTRACT FOR MOTOR FUEL FOR JEFFERSON**  
**COUNTY**

The County entered into a contract with Spidle Oil Co. for one (1) year, from March 2, 2016 to March 1, 2017, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from March 1, 2017 to February 28, 2018.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Spidle Oil Co.

  
(Name)



# Change Order

## No. 2

Date of Issuance: 1-30-17Effective Date: 1-30-17

Project: Major Drive Extension From SH 124 to LaBelle Rd	Owner: Jefferson County	Owner's Contract No.: IFB 16-008/JW
Contract:		Date of Contract: 6-20-16
Contractor: ALLCO		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: To reduce the scope of work at Frint Road for a savings of \$33,807.50 with no change in Contract Time.

The bid item for Removing Stab Base &amp; Asph Pav will be reduced by 1,083sy at a unit cost of \$6/sy for a savings of \$6,498.00.

The bid item for Flex Base will be reduced by 1,083sy at a unit cost of \$18/sy for a savings of \$19,494.00. The bid item for Lime

Treatment will be reduced by 1,083sy at a unit cost of \$3.50/sy for a savings of \$3,790.50. The bid item for Lime Slurry will be reduced by 23 tons at a unit cost of \$175/ton for a savings of \$4,025.00.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$1,777,773.00Increase from previously approved Change Order  
No. 1:\$16,899.55

Contract Price prior to this Change Order:

\$1,794,672.55

Decrease of this Change Order:

\$(33,807.50)

Contract Price incorporating this Change Order:

\$1,760,865.05**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)By: \_\_\_\_\_  
Owner (Authorized Signature)By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

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

**Project:**  
Jack Brooks Regional Airport - Taxiway D Reconstruction (2016)  
Beaumont, TX  
Garver Job No. 16121502

Date Prepared:	January 23, 2017
Prepared by:	Garver

**Contractor:**  
ALLCO  
P.O. Box 3684  
Beaumont, TX 77704

A. Concrete pavement measures thicker than core data indicated. Removal of extra thickness of pavement compared to plan information.

[illegible]

Original Contract Start Date	January 3, 2017
Original Contract Time (calendar days)	210
Additional Calendar Days granted by this Change Order	10
New Contract Time (calendar days)	220
Suspended Time	
New Construction Completion Date	August 11, 2017

Title

Jefferson County Judge, January 30, 2017

ATTEST  
DATE





**Design Build  
Construction Management  
General Contractors**

P.O. Box 3684, Beaumont, Texas 77704 Phone: 409-860-4459 Fax: 409-860-3857

Email: [allco@allco.com](mailto:allco@allco.com)

January 17, 2017

Garver  
11111 Katy Freeway, Suite 910  
Houston, TX 77079  
Attn: Tom Dodson

Re: Jefferson County  
Jack Brooks Airport  
Taxiway D Reconstruction  
Change Order Request #1—Additional Demolition

Dear Mr. Dodson:

Allco proposes a change order in the amount of \$10,502.12 for additional demolition required throughout the work area. As noted in the attached backup, the existing concrete to be removed was shown to be 10"-12" thick. Upon further investigation it was determined the area in question was mostly 15" thick and along Taxiway F it was 24" to 30" thick. See breakdown below:

• Allco Field Work Order	\$ 3,205.28
• Demolition Sub	\$ 5,927.00
• Fee/OH	\$ 1,369.84
• TOTAL	\$ 10,502.12

Please note that additional backfill will be required due to the thicker concrete. This cost will be paid out of the borrow excavation and unclassified excavation bid items. Allco will require additional compensation if extra material is required beyond the base bid quantities.

A time extension of 14 calendar days will be required upon execution of the change order. Any delay in acknowledgement or approval of the change order could result in additional time and expenses to be added. We request that written approval be provided by end of next week (1/27) confirming Allco will be compensated for all additional work described above.

Please contact the undersigned if you have any questions or issues concerning this matter.

Respectfully,

Allco, LLC

Brandon Harrison



# BottomLine

## EQUIPMENT LLC

Working to Improve Your Bottom Line

Job Site:  
Jefferson County Airport  
6000 AIR LINE DR  
BEAUMONT, TX 77704

CH: 409-860-4459 J#: 409-860-4459

Customer: 2131  
ALLCO LTD  
P O BOX 3684  
BEAUMONT, TX 77704

Sales Rep: RICHARD CORMIER

Remit To:  
P.O. BOX 81101  
LAFAYETTE, LA 70598

Phone: 504-464-6755

## RENTAL CONTRACT

Contract #.. 105372  
Contract dt. 1/12/17  
Date out.... 1/13/17 7:00 AM

Job Loc..... 6000 AIR LINE DR, BEAUMONT  
Job No..... 1 - Jefferson County  
P.O. #..... P097375  
Ordered By.. DONNIE: 409-860-4459  
Term..... Net 30 Days

Written by.. JONATHAN NELSON

## SERVICE CENTER

11331 I-10 EAST #3  
BAYTOWN, TX 77523  
Phone: 281-751-2000  
Fax: 281-751-2007

info@bottomlineequipment.com  
www.bottomlineequipment.com

Qty	Equipment #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

1	EXCAVATOR, 20-23MT W/AUX HYD 6658 Make: KOMATSU Model: PC210LC-10 Ser #: 450377	882.00	882.00	2196.00	5490.00	5490.00
---	--	--------	--------	---------	---------	---------

HR OUT1 809.80  
Replacement Value: 289,534.00  
CPU fm BLE Baytown  
POC is Donnie: 409-860-4459

1	HYD HAMMER ATTACHMENT 5000# 2 6625 Make: OKADA Model: OKB316 Ser #: 1213R	1386.00	1386.00	3456.00	8640.00	8640.00
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Replacement Value: 75,000.00  
1 WEEK MINIMUM ON ATTACHMENT AND CARRIER

### SALES ITEMS:

Qty	Item number	Unit	Price	
1	INVENTORY TAX	EA	26.847	26.85

TEXAS DEALERS, SPECIAL INVENTORY TAX  
A discount of \$1570.00 has been applied.

Sub-total: 14156.85  
Tax: 1165.73  
Total: 15322.58

*Start HPT  
Oct 1-13M*

IF THE EQUIPMENT DOES NOT WORK  
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR  
OVERTIME RATES APPLY

CUSTOMER IS RESPONSIBLE FOR  
REFUELING, OILCHANGES OR REPAIRS

1. The rental rate is for one day. The weekly rate applies if equipment is used for a minimum of 5 days, less 7 days, not to exceed 40 days whichever comes first. The monthly rate applies if equipment is used for a minimum of 17 days, not to exceed 30 days, whichever comes first. Charge for each hour in excess of allowed limits is one-eighth (1/8) of the daily rental rate for the equipment.  
2. Equipment will arrive on rent with any and all damages to the equipment associated with the rental are repaired.  
3. CUSTOMER RESPONSIBILITY: DAILY MAINTENANCE PER OPERATIONS MANUAL, LUBRICATION, INSURANCE, FLAT TIRE, TIRE DAMAGE, REFUELING, DAMAGE TO EQUIPMENT, BATTERY, ALL OILS, FLUIDS, TILERS, CLEANING.  
4. I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. I understand that this is NOT a lease-to-own agreement. I verify that the address given is my current and correct address.

LOSS  
PROTECTION  
COVERAGE

BLE provides LPC to insure against SOME risks. Read the terms & conditions on the back of this contract to determine whether LPC is right for you. You are required to insure against ALL risks in accordance with the terms & conditions. LPC can be added to your order based upon a percentage of the rental cost.

ADD  
LPC  
**DECLINED**  
(initial)

**Brandon Harrison**

---

**To:** 'Ronny Sprinkle'  
**Subject:** RE: Jack Brooks Airport Change Order

**From:** Ronny Sprinkle [mailto:ronnysprinkle@gmail.com]  
**Sent:** Monday, January 16, 2017 10:49 AM  
**To:** Brandon Harrison  
**Subject:** Jack Brooks Airport Change Order

Brandon,

As you are aware we have found 15 plus inches of concrete on just under 6000 SY of the 17,050 SY on this project. The area in question was shown on the plans to be approximately 10-12 inches thick and was bid accordingly. Due to the additional 4-5 inches of concrete, our breaker was unable to fully break up the concrete and will require additional equipment and labor to fully demo. We have estimated it will take an extra 10-12 days of labor and a breaker to remove the 6000 SY in question.

The added coast will be \$1.00 per SY to compensate for the labor and equipment needed to remove the extra material.

Please don't hesitate to call or email with any questions or concerns you might have regarding this matter.

Thanks,

Ronny Sprinkle  
Mid County Land  
409-651-7323

5,927 sy @ 1" = \$5,927.00 ✓



**Lexis Advance® Subscription Agreement for State/Local  
Government  
(New Subscriber Version)**

**"Subscriber" Name:** Judge Justin Sanderson, 60<sup>th</sup> Civil District Court, Texas

**Account Number:**

**"LN":** LexisNexis, a division of RELX Inc.

### 1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/LACommercial2>.

### 2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

**Number of Government Professional Users:**

1

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's may be issued to support staff for each Government Professional User accounted for above.

**Number of Support Staff Users:**

1

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
TX Enhanced	1011586	1
USCS	1011069	1
TX Jury Instructions	1011497	1
News	1010610	1
National Primary Enhanced	1011511	1
All Law Reviews	1010857	1
TX Transaction Guide: Legal Forms	1010483	1
Dorsaneo, TX Litigation Guide	1010135	1
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
Activation - 1/31/2017	\$0.00
2/1/2017 - 1/31/2018	\$67.00

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.


**Subscriber elects access to the Alternate Materials**  
 (Initial)

3.4 Use of Lexis Advance under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

#### 4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 1/26/2017.

#### 5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.



## 6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

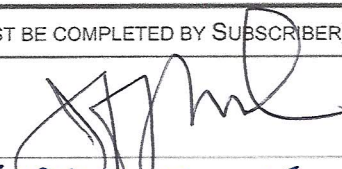
## 7. Miscellaneous

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

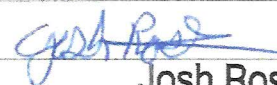
7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

AGREED TO AND ACCEPTED BY:

<b>Subscriber: Judge Justin Sanderson, 60th Civil District Court, Texas</b>	
[MUST BE COMPLETED BY SUBSCRIBER]	
<b>Authorized Subscriber Signature:</b>	
<b>Printed Name:</b>	Jeff R. Branick
<b>Job Title:</b>	Jefferson County Judge
<b>Date:</b>	JANUARY 30, 2017

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
<b>Authorized Signature:</b>	
<b>Name:</b>	Josh Roslan
<b>Job Title:</b>	Pricing Analyst
<b>Date:</b>	1-27-17

ATTEST  
DATE

ATTEST  
DATE



**CUSTOMER INFORMATION (Please type or print):**

<b>Organization Name: (Full Legal Name)</b>	Judge Justin Sanderson, 60th Civil District Court, Texas	
<b>Billing Frequency:</b>	<input checked="" type="checkbox"/> <b>Monthly</b>	<input type="checkbox"/> <b>Annually</b>
<b>Physical Address</b>		<b>Invoice Address</b>
<b>Street Address:</b>	1149 Pearl St.	
<b>City:</b>	Beaumont	
<b>State:</b>	TX	
<b>Zip:</b>	77701	
<b>County:</b>	Jefferson	
<b>Telephone:</b>		
<b>Fax:</b>		
<b>Parent Company: (if applicable)</b>		

**Type of Organization:**☐ Legislative☒ Judicial☐ Executive

Professional User: \_\_\_\_\_

Practicing Area of Law: \_\_\_\_\_

Support Staff: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Bar No: \_\_\_\_\_

Issuing State: \_\_\_\_\_

Date Issued/Expiration Date: \_\_\_\_\_

Organization Web Address: \_\_\_\_\_

Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate)MSA: ☐ Yes ☒ No☐ No

Tax ID No: \_\_\_\_\_

State Contract No:  
(If applicable)PO No:  
(If applicable)**Contacts:**

	<b>Name</b>	<b>Telephone</b>	<b>Email</b>
<b>Installation:</b>	Justin Sanderson		60thdc@co.jefferson.tx.us
<b>Billing:</b>	Justin Sanderson		60thdc@co.jefferson.tx.us
<b>Policy/Legal Notification:</b>	Justin Sanderson		60thdc@co.jefferson.tx.us
<b>Scheduling/Training:</b>	Justin Sanderson		60thdc@co.jefferson.tx.us
	<b>Name</b>	<b>Telephone</b>	
<b>Super Admin:</b>	Justin Sanderson		
	<b>Email</b>	<b>IP Address</b>	
	60thdc@co.jefferson.tx.us		

<b>CUSTOMER ID INFORMATION (Please type or print)</b>			
<b>ID HOLDERS' NAMES</b> (additional sheet attached <input type="checkbox"/> )	<b>ID HOLDERS' TITLES/POSITIONS</b>	<b>ID HOLDERS' EMAIL ADDRESSES</b>	<b>LOCATION/ADDRESS</b>
Justin Sanderson	District Court Judge	60thdc@co.jefferson.tx.us	



# ADDITIONAL CONTENT RIDER

SLG

Subscriber Name: Judge Justin Sanderson, 60th Civil District Court, Texas

Subscriber Participating Billgroup(s)

or Account Number:

Date of Agreement/Amendment:

PRODUCT/PREFERRED PRICING MATERIALS	SKU/MENU NUMBER	NUMBER OF USERS
(11) TX Civil Practice Analytica	1011328	1
(12) Moore's Federal Practice - Civil	1010336	1
(13) Moore's Federal Practice - Crimi	1010337	1
(14)		0
(15)		0
(16)		0
(17)		0
(18)		0
(19)		0
(20)		0
(21)		0
(22)		0
(23)		0
(24)		0
(25)		0



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature, likely of Deborah Clark, is written in dark ink. It consists of a stylized, cursive 'D' followed by a series of loops and a final flourish.

Date: January 25, 2017

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY  
January 30, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CORRECTIONAL FACILITY	12- BOOKSHELVES		
CORRECTIONAL FACILITY	5-WOODEN DESKS		
CORRECTIONAL FACILITY	WOODEN DESK		22232
CORRECTIONAL FACILITY	WOODEN DESK		
CORRECTIONAL FACILITY	WOODEN DESK		
CORRECTIONAL FACILITY	3-METAL FILE CABINETS		
CORRECTIONAL FACILITY	FILE CABINET		
CORRECTIONAL FACILITY	METAL DESK		
CORRECTIONAL FACILITY	WOODEN TABLE		18025
CORRECTIONAL FACILITY	WOODEN TABLE		19504
CORRECTIONAL FACILITY	4-WOODEN TABLES		
CORRECTIONAL FACILITY	OFFICE CHAIR		10230
CORRECTIONAL FACILITY	OFFICE CHAIR		18479
CORRECTIONAL FACILITY	OFFICE CHAIR		18487
CORRECTIONAL FACILITY	6-OFFICE CHAIRS		
CORRECTIONAL FACILITY	10-PLASTIC CHAIRS		
<i>contact person: Mistey Reeves</i>			
COURT AT LAW NO. 3	MAROON JUROR CHAIR		
<i>contact person: Cynthia Jackson</i>			
DISTRICT ATTORNEY	BROWN WOODEN BOOKSHELF		12037
DISTRICT ATTORNEY	TAN FILE CABINET		12077
DISTRICT ATTORNEY	BROWN DESK		
<i>contact person: Dan'na Vincent</i>			
DISTRICT CLERK	SAFE		12697
<i>contact person: Tina Clubb</i>			

Approved by Commissioners' Court: \_\_\_\_\_

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY  
January 30, 2017

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
EMPLOYEE HEALTH	TAN TWEED WOODEN ARM CHAIR		31239
EMPLOYEE HEALTH	TAN TWEED WOODEN ARM CHAIR		31240
EMPLOYEE HEALTH	TAN TWEED WOODEN ARM CHAIR		31241
EMPLOYEE HEALTH	TAN TWEED WOODEN ARM CHAIR		31242
EMPLOYEE HEALTH	BURNT ORANGE VINYL WOODEN ARM CHAIR		31227
<i>contact person: Rachael Stevens</i>			
MIS	TRIPP PORTABLE COOLING A/C		33987
SHERIFF	SONY HANDYCAM		29633
<i>contact person: Dana Aguilard</i>			

Approved by Commissioners' Court: \_\_\_\_\_



COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



PGM: GMCOMMV2	DATE 01-30-2017	AMOUNT	CHECK NO.	PAGE: 1 43 TOTAL
JURY FUND				
TRI-CITY COFFEE SERVICE		78.55	429639	
DAWN DONUTS		85.00	429775	
				163.55**
ROAD & BRIDGE PCT.#1				
CARQUEST AUTO PARTS # 96		116.94	429569	
KINSEL FORD, INC.		155.82	429602	
AT&T		64.42	429629	
ROLLINS TRUCK & TRAILER REPAIR		80.00	429646	
UNITED STATES POSTAL SERVICE		.47	429666	
BELT SOURCE		41.79	429705	
DOGETT HEAVY MACHINERY LLC		396.73	429736	
				856.17**
ROAD & BRIDGE PCT.#2				
CERTIFIED LABORATORIES		495.30	429570	
MUNRO'S		20.00	429609	
RITTER @ HOME		86.22	429619	
SETZER HARDWARE, INC.		114.96	429624	
SMART'S TRUCK & TRAILER, INC.		203.61	429627	
NEW WAVE WELDING TECHNOLOGY		6.82	429719	
ASCO		37.52	429755	
				964.43**
ROAD & BRIDGE PCT. # 3				
ENTERGY		190.57	429589	
DEPARTMENT OF INFORMATION RESOURCES		.08	429657	
				190.65**
ROAD & BRIDGE PCT.#4				
A&A EQUIPMENT		219.45	429547	
M&D SUPPLY		92.77	429605	
MUNRO'S		68.79	429609	
OFFICE DEPOT		268.33	429612	
SMART'S TRUCK & TRAILER, INC.		217.90	429627	
DEPARTMENT OF INFORMATION RESOURCES		.10	429657	
EVERETT D ALFRED		30.16	429686	
MARTIN PRODUCT SALES LLC		129.06	429707	
SOUTHEAST TEXAS PARTS AND EQUIPMENT		254.02	429763	
MARTIN MARIEETA MATERIALS		201.76	429774	
CINTAS CORPORATION		81.39	429784	
TRINITY VALLEY TRACTORS INC		187.80	429791	
				1,751.53**
ENGINEERING FUND				
TRI-CITY COFFEE SERVICE		39.45	429639	
WESTERN DATA		4,308.65	429643	
				4,348.10**
PARKS & RECREATION				
JIFFY TROPHIES		97.26	429599	
M&D SUPPLY		142.99	429605	
SANITARY SUPPLY, INC.		596.66	429622	
				836.91**
GENERAL FUND				
TAX OFFICE				
OFFICE DEPOT		2,949.67	429612	
PITNEY BOWES, INC.		562.06	429616	
ACE IMAGEWEAR		21.70	429625	
DEPARTMENT OF INFORMATION RESOURCES		.11	429657	
UNITED STATES POSTAL SERVICE		1,528.75	429666	
ROCHESTER ARMORED CAR CO INC		352.00	429737	
				5,414.29*
COUNTY HUMAN RESOURCES				
UNITED STATES POSTAL SERVICE		12.05	429666	
				12.05*
AUDITOR'S OFFICE				

PGM: GMCOMMV2	DATE 01-30-2017	AMOUNT	CHECK NO.	PAGE: 2 44 TOTAL
OFFICE DEPOT		89.76	429612	
UNITED STATES POSTAL SERVICE		862.13	429666	951.89*
COUNTY CLERK				
FED EX		7.18	429583	
OFFICE DEPOT		50.22	429612	
UNITED STATES POSTAL SERVICE		218.32	429666	275.72*
COUNTY JUDGE				
CHEROKEE COUNTY CLERK		597.00	429576	
GREATER PORT ARTHUR		125.00	429587	
CATHERINE BRUNEY		500.00	429592	
OFFICE DEPOT		297.86	429612	
KEVIN PAULA SEKALY PC		500.00	429623	
UNITED STATES POSTAL SERVICE		8.80	429666	
ROCKY LAWDERMILK	2,000.00	429682		
THE YOE'S LAW FIRM, LLP	500.00	429700		
THE BYRD LAW FIRM PC	500.00	429701		
THOMAS O. MOSES	500.00	429703		
KIMBERLY PHELAN, P.C.	500.00	429704		
KATY LEIGH DELAHOUSSE	500.00	429724		
HARVEY L WARREN III	500.00	429730		
HARVEY L WARREN III	1,600.00	429731		
THOMSON REUTERS-WEST	116.58	429757		
TARA SHELANDER	500.00	429765		
THE MAYO LAW FIRM PLLC	500.00	429779		
JAN GIROUARD & ASSOCIATES LLC	600.00	429782		10,345.24*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE	21.74	429666		21.74*
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE	206.32	429666		206.32*
PRINTING DEPARTMENT				
OLMSTED-KIRK PAPER	513.38	429613		513.38*
PURCHASING DEPARTMENT				
UNITED STATES POSTAL SERVICE	7.88	429666		7.88*
GENERAL SERVICES				
CASH ADVANCE ACCOUNT	70.00	429598		
SPINDLETOP MHMR	32,990.75	429604		
OLMSTED-KIRK PAPER	2,856.00	429613		
TAC - TEXAS ASSN. OF COUNTIES	2,440.00	429633		
TIME WARNER COMMUNICATIONS	606.89	429634		
TEXAS WORKFORCE COMMISSION	1,650.99	429637		
TEXAS COFFEE COMPANY	53.39	429651		
LAMAR UNIVERSITY - DEPT. OF COMM.	12,135.00	429654		
CROWN CASTLE INTERNATIONAL	1,456.22	429692		
SAM'S CLUB DIRECT	41.92	429752		
DYNAMEX INC	161.48	429761		51,160.66*
DATA PROCESSING				
CDW COMPUTER CENTERS, INC.	535.71	429653		
VERIZON WIRELESS	75.98	429663		
SHI GOVERNMENT SOLUTIONS, INC.	1,286.40	429671		1,898.09*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE	207.56	429666		207.56*
ELECTIONS DEPARTMENT				
CASH ADVANCE ACCOUNT	553.00	429598		

PGM: GMCOMMV2	DATE 01-30-2017	PAGE: 3 45 TOTAL
NAME	AMOUNT	CHECK NO.
TALLY LLC	594.00	429788
DISTRICT ATTORNEY		1,147.00*
CAMEO / SABINE NECHES TRAVEL	935.60	429568
FED EX	6.60	429583
KIRKSEY'S SPRINT PRINTING	49.90	429603
OFFICE DEPOT	594.68	429612
TEXAS DISTRICT & COUNTY ATTY ASSN.	2,165.00	429636
UNITED STATES POSTAL SERVICE	243.07	429666
MCM ELEGANTE HOTEL	523.25	429702
REALTIME REPORTING SERVICES INC.	853.50	429739
THOMSON REUTERS-WEST	2,138.27	429758
ROBERT SCOTT	473.40	429778
DISTRICT CLERK		7,983.27*
OFFICE DEPOT	402.81	429612
UNITED STATES POSTAL SERVICE	225.63	429666
CRIMINAL DISTRICT COURT		628.44*
DAVID W BARLOW	750.00	429562
THOMAS J. BURBANK PC	800.00	429567
NATHAN REYNOLDS, JR.	600.00	429618
KEVIN S. LAINE	1,800.00	429649
CHARLES ROJAS	1,400.00	429655
60TH DISTRICT COURT		5,350.00*
UNITED STATES POSTAL SERVICE	14.36	429666
136TH DISTRICT COURT		14.36*
UNITED STATES POSTAL SERVICE	1.20	429666
172ND DISTRICT COURT		1.20*
UNITED STATES POSTAL SERVICE	6.47	429666
252ND DISTRICT COURT		6.47*
EDWARD B. GRIPON, M.D., P.A.	595.00	429588
WENDELL RADFORD	900.00	429617
CHARLES ROJAS	900.00	429655
JOHN D WEST	900.00	429659
UNITED STATES POSTAL SERVICE	79.93	429666
LANGSTON ADAMS	900.00	429683
SUMMER TANNER	553.30	429708
RYAN GERTZ	900.00	429729
ALEX BILL III	900.00	429741
279TH DISTRICT COURT		6,628.23*
GAYLYN COOPER	1,050.00	429552
LAIRON DOWDEN, JR.	500.00	429578
OFFICE DEPOT	33.93	429612
LEXIS-NEXIS	56.00	429667
LANGSTON ADAMS	1,050.00	429683
JOEL WEBB VAZQUEZ	75.00	429695
KIMBERLY PHELAN, P.C.	500.00	429704
ANGELA L MORMAN	270.00	429711
TONYA CONNELL TOUPS	150.00	429714
DANE DENNISON	150.00	429766
MELANIE AIREY	75.00	429769
317TH DISTRICT COURT		3,909.93*
JUDY PAASCH	2,323.90	429697
JUSTICE COURT-PCT 1 PL 1		2,323.90*
UNITED STATES POSTAL SERVICE	41.01	429666
JUSTICE COURT-PCT 1 PL 2		41.01*

PGM: GMCOMMV2	DATE 01-30-2017	AMOUNT	CHECK NO.	PAGE: 4 46 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	3.35	429666		3.35*
JUSTICE COURT-PCT 2				
TEXAS STATE UNIVERSITY SAN MARS	150.00	429628		150.00*
JUSTICE COURT-PCT 4				
MCNEILL INSURANCE AGENCY	71.00	429607		
DEPARTMENT OF INFORMATION RESOURCES	.14	429657		71.14*
JUSTICE COURT-PCT 6				
UNITED STATES POSTAL SERVICE	37.66	429666		37.66*
JUSTICE COURT-PCT 7				
OFFICE DEPOT	400.21	429612		
AT&T	31.09	429629		
TEXAS MUNICIPAL COURT - JUSTICE	36.00	429638		
DEPARTMENT OF INFORMATION RESOURCES	.26	429657		467.56*
COUNTY COURT AT LAW NO.1				
UNITED STATES POSTAL SERVICE	2.00	429666		
SIERRA SPRING WATER CO. - BT	76.99	429669		78.99*
COUNTY COURT AT LAW NO. 2				
BRUCE W. COBB	250.00	429574		
DONALD W. DUESLER & ASSOC.	250.00	429579		
OFFICE DEPOT	41.94	429612		
UNITED STATES POSTAL SERVICE	1.20	429666		
C. HADEN CRIBBS JR., PC	250.00	429748		
JANSON ELLIOTT BAILEY	250.00	429783		1,043.14*
COUNTY COURT AT LAW NO. 3				
DONALD BOUDREAUX	250.00	429564		
TRAVIS EVANS	450.00	429581		
EDWARD B. GRIPON, M.D., P.A.	595.00	429588		
HERNANDEZ OFFICE SUPPLY, INC.	1,297.44	429591		
UNITED STATES POSTAL SERVICE	6.45	429666		
LEXIS-NEXIS	55.00	429668		2,653.89*
COURT MASTER				
VERIZON WIRELESS	142.65	429663		
UNITED STATES POSTAL SERVICE	.47	429666		143.12*
MEDIATION CENTER				
TEXAS DRC DIRECTOR'S COUNCIL	200.00	429550		
OFFICE DEPOT	74.93	429612		
UNITED STATES POSTAL SERVICE	7.18	429666		
TEXAS MEDIATION TRAINERS ROUNDTABLE	150.00	429678		
KARA HAWTHORN	89.43	429742		
TAMMY BOOKER	7.56	429753		
JEFFERSON COUNTY BAR ASSOCIATION	500.00	429754		
AMANDA TRIM	10.80	429787		1,039.90*
SHERIFF'S DEPARTMENT				
FAST SIGNS, INC.	6.09	429582		
FED EX	563.38	429583		
HERNANDEZ OFFICE SUPPLY, INC.	55.20	429591		
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,286.00	429597		
OFFICE DEPOT	156.72	429612		
CDW COMPUTER CENTERS, INC.	314.45	429653		
DEPARTMENT OF INFORMATION RESOURCES	.11	429657		
UNITED STATES POSTAL SERVICE	2,769.59	429666		
BEAUMONT OCCUPATIONAL SERVICE, INC.	65.90	429676		
CHILD ABUSE & FORENSIC SERVICES	860.00	429677		

PGM: GMCOMMV2	DATE 01-30-2017	PAGE: 5
NAME	AMOUNT	CHECK NO. 47 TOTAL
CHRISTUS HOSPITAL	611.00	429679
GLEN PERMENTER	200.00	429685
RITA HURT	1,275.00	429745
GALLS LLC	718.78	429772
WHITAKER BROTHERS BUSINESS MACHINES	173.98	429789
		10,056.20*
CRIME LABORATORY		
GUARDIAN FORCE	156.00	429549
W.W. GRAINGER, INC.	279.59	429585
IACT	50.00	429593
SWAFS	210.00	429620
LOWE'S HOME CENTERS, INC.	53.28	429680
AIRGAS SOUTHWEST	71.43	429717
RDB SERVICES	500.00	429746
ASSOC OF FIREARMS&TOOLMARK EXAMINER	100.00	429749
JULIE HANNON	600.00	429759
		2,020.30*
JAIL - NO. 2		
AAA LOCK & SAFE	235.00	429546
SOUTHERN COMPUTER WAREHOUSE	225.46	429559
AVIALL	5,101.96	429560
BOB BARKER CO., INC.	10,757.50	429561
BEAUMONT TRACTOR COMPANY	627.58	429563
CITY OF BEAUMONT - WATER DEPT.	13,762.50	429572
ECOLAB	399.90	429580
HERNANDEZ OFFICE SUPPLY, INC.	414.98	429591
KAY ELECTRONICS, INC.	70.00	429601
M&D SUPPLY	139.20	429605
MOORE SUPPLY, INC.	144.39	429608
OFFICE DEPOT	399.90	429612
PETTY CASH - SHERIFF'S OFFICE	112.00	429614
SANITARY SUPPLY, INC.	2,853.36	429622
SHERWIN-WILLIAMS	61.65	429626
WHOLESALE ELECTRIC SUPPLY CO.	12.29	429644
WORTH HYDROCHEM	327.00	429645
SERVICE GRAPHICS	1,596.60	429647
DEPARTMENT OF INFORMATION RESOURCES	4.89	429657
UNITED COMMUNICATIONS, INC.	270.00	429658
CORRECTIONS PRODUCTS CO.	120.00	429675
LOWE'S HOME CENTERS, INC.	441.50	429680
INTERCONTINENTAL JET CORP	1,081.38	429698
BELT SOURCE	70.71	429705
AIRGAS SOUTHWEST	726.34	429717
WORLD FUEL SERVICES	484.26	429728
FIVE STAR CORRECTIONAL SERVICE	27,101.88	429734
INDEPENDENT STATIONERS	3,692.18	429740
MATERA PAPER COMPANY INC	8,144.51	429756
THOMSON REUTERS-WEST	5,516.68	429757
ENTERPRISE RENT A CAR COMPANY	42.12	429767
TEXAS PRISONER TRANSPORTATION SERVI	1,459.50	429785
IMPACT WASTE LLC	1,440.00	429790
TURBINE AIRCRAFT COMPONENTS LLC	350.00	429793
		88,187.22*
JUVENILE PROBATION DEPT.		
FED EX	36.75	429583
EDWARD B. GRIPON, M.D., P.A.	450.00	429588
VERIZON WIRELESS	66.70	429663
UNITED STATES POSTAL SERVICE	28.06	429666
LATONYA DOUCET	31.32	429720
		612.83*
JUVENILE DETENTION HOME		
ALL STAR PLUMBING	195.00	429557
CITY OF BEAUMONT - WATER DEPT.	2,531.00	429572
OFFICE DEPOT	181.41	429612
SANITARY SUPPLY, INC.	1,729.90	429622
OAK FARM DAIRY	132.00	429648
BEN E KEITH FOODS	216.43	429693
ATTABOY TERMITE & PEST CONTROL	80.00	429726
KELLILYN WORLEY	150.00	429770
		5,215.74*
CONSTABLE PCT 1		

PGM: GMCOMMV2	DATE 01-30-2017		PAGE: 6 48 TOTAL
NAME	AMOUNT	CHECK NO.	
VERIZON WIRELESS	227.94	429663	
UNITED STATES POSTAL SERVICE	36.47	429666	
CONSTABLE-PCT 2			264.41*
JEFFERSON CTY. PEACE OFFICERS ASSOC	105.00	429551	
VERIZON WIRELESS	106.77	429663	
HIGGINBOTHAM INSURANCE AGENCY INC	142.00	429768	
CONSTABLE-PCT 4			353.77*
KIRKSEY'S SPRINT PRINTING	64.05	429603	
VERIZON WIRELESS	113.97	429663	
CONSTABLE-PCT 6			178.02*
VERIZON WIRELESS	113.97	429663	
UNITED STATES POSTAL SERVICE	13.87	429666	
CONSTABLE PCT. 7			127.84*
AT&T	31.10	429629	
DEPARTMENT OF INFORMATION RESOURCES	.21	429657	
VERIZON WIRELESS	113.97	429663	
CONSTABLE PCT. 8			145.28*
VERIZON WIRELESS	113.97	429663	
AGRICULTURE EXTENSION SVC			113.97*
M&D SUPPLY	39.69	429605	
UNITED STATES POSTAL SERVICE	7.35	429666	
HEALTH AND WELFARE NO. 1			47.04*
CITY OF BEAUMONT	40.00	429558	
BROUSSARD'S MORTUARY	1,750.00	429565	
CLAYBAR FUNERAL HOME, INC.	7,494.00	429573	
COMMUNITY FUNERAL CHAPEL, INC.	1,500.00	429575	
ENTERGY	64.36	429590	
AUSTIN CECIL WALKES MD PA	3,245.08	429641	
UNITED STATES POSTAL SERVICE	63.74	429666	
PROCTOR'S MORTUARY INC	4,500.00	429732	
HEALTH AND WELFARE NO. 2			18,657.18*
BROUSSARD'S MORTUARY	1,500.00	429566	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	429586	
HERNANDEZ OFFICE SUPPLY, INC.	41.90	429591	
AT&T	31.09	429629	
AUSTIN CECIL WALKES MD PA	3,245.08	429641	
MORBIDITY & MORTALITY WEEKLY REPORT	219.00	429713	
EXCEL MEDICAL WASTE LLC	70.00	429773	
EQUIFAX WORKFORCE SOLUTIONS	42.18	429792	
NURSE PRACTITIONER			6,649.25*
GEORGE V. ZUZUKIN, M.D.	1,000.00	429554	
ENVIRONMENTAL CONTROL			1,000.00*
DEPARTMENT OF INFORMATION RESOURCES	.16	429657	
US POSTAL SERVICE	282.00	429673	
INDIGENT MEDICAL SERVICES			282.16*
KING'S PHARMACY	189.77	429555	
MAINTENANCE-BEAUMONT			189.77*
AAA LOCK & SAFE	77.00	429546	
CITY OF BEAUMONT - WATER DEPT.	11,343.18	429572	

PGM: GMCOMMV2	DATE 01-30-2017	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	44,283.76	429589
M&D SUPPLY	98.49	429605
ACE IMAGEWEAR	241.84	429625
AT&T	5,328.41	429629
WARREN EQUIPMENT CO.	2,496.00	429642
DEPARTMENT OF INFORMATION RESOURCES	5,002.97	429657
BAKER DISTRIBUTING COMPANY	555.42	429690
OTIS ELEVATOR COMPANY	2,756.00	429691
DESIGN ACCESS INC	515.00	429706
AI FILTER SERVICE COMPANY	732.70	429744
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	429760
MAINTENANCE-PORT ARTHUR		96,118.53*
AT&T	55.30	429629
HOWARD'S AUTO SUPPLY	59.76	429650
DEPARTMENT OF INFORMATION RESOURCES	.16	429657
SOLAR	28.22	429672
LOWE'S HOME CENTERS, INC.	252.79	429680
TEXAS GAS SERVICE	669.11	429687
DRAGO SUPPLY	153.60	429733
PARKER LUMBER	454.16	429735
MEMBER'S BUILDING MAINTENANCE LLC	2,749.28	429760
MAINTENANCE-MID COUNTY		4,422.38*
RITTER @ HOME	135.64	429619
ACE IMAGEWEAR	30.76	429625
HIGHTECH SIGNS	30.00	429709
SERVICE CENTER		196.40*
ACTION AUTO GLASS	211.50	429553
INTERSTATE BATTERIES OF BEAUMONT/PA	338.85	429594
J.K. CHEVROLET CO.	99.62	429596
MUNRO'S	39.45	429609
PHILPOTT MOTORS, INC.	739.72	429615
JEFFERSON CTY. TAX OFFICE	7.50	429660
JEFFERSON CTY. TAX OFFICE	7.50	429661
JEFFERSON CTY. TAX OFFICE	7.50	429662
BUMPER TO BUMPER	779.27	429696
AMERICAN TIRE DISTRIBUTORS	3,874.62	429721
MIGHTY OF SOUTHEAST TEXAS	103.20	429743
SOUTHEAST TEXAS PARTS AND EQUIPMENT	635.80	429763
BOUDREAUX'S TRUCK & TRAILER REPAIR	191.47	429780
DENNIS LOWE	419.67	429786
VETERANS SERVICE		7,455.67*
CASH ADVANCE ACCOUNT	1,208.63	429598
UNITED STATES POSTAL SERVICE	12.80	429666
HILARY GUEST	113.33	429684
MOSQUITO CONTROL FUND		1,334.76*
		348,366.10**
HILO / O'REILLY AUTO PARTS	231.58	429548
SUPERIOR TIRE & SERVICE	128.20	429556
MUNRO'S	82.20	429609
OFFICE DEPOT	84.13	429612
TIME WARNER COMMUNICATIONS	75.81	429635
TEXAS WORKFORCE COMMISSION	50.28	429637
FASTENAL	421.57	429652
DEPARTMENT OF INFORMATION RESOURCES	.07	429657
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	429689
PARKER LUMBER	48.42	429735
LJA ENGINEERING INC	2,384.91	429751
AERO PERFORMANCE	200.00	429764
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	429795
BREATH ALCOHOL TESTING		3,907.17**
IACCT	100.00	429593
J.C. FAMILY TREATMENT		100.00**

PGM: GMCOMMV2	DATE 01-30-2017		PAGE: 8
NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	280.65	429676	
JUDY PAASCH	50.00	429697	
PATRICIA VELASCO	178.00	429776	
PATRICIA VELASCO	20.00	429777	
			528.65**
SECURITY FEE FUND			
GALLS LLC	367.76	429772	
			367.76**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	3,549.38	429757	
JUVENILE PROB & DET. FUND			3,549.38**
VERIZON WIRELESS	65.56	429663	
			65.56**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	471.40	429598	
SAM HOUSTON STATE UNIVERSITY	460.00	429621	
BI INCORPORATED	963.00	429656	
YOUTH ADVOCATE PROGRAM	5,296.00	429712	
			7,190.40**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	1,980.13	429612	
PAMELA G. STEWART	1.15	429630	
DEPARTMENT OF INFORMATION RESOURCES	.81	429657	
VERIZON WIRELESS	120.90	429663	
UNITED STATES POSTAL SERVICE	114.06	429666	
US POSTAL SERVICE	56.40	429674	
CLASSIC FORMS AND PRODUCTS	831.57	429688	
TEXAS CODE BLUE LLC	1,156.00	429694	
REDWOOD TOXICOLOGY LABORATORY	171.50	429710	
JCCSC	296.00	429738	
EXCEL MEDICAL WASTE LLC	140.00	429773	
			4,868.52**
JEFF. CO. WOMEN'S CENTER			
GOLD CREST ELECTRIC CO., INC.	122.50	429584	
ENTERGY	1,421.82	429589	
INTOXIMETERS, INC.	516.50	429595	
KAY ELECTRONICS, INC.	70.00	429601	
M&D SUPPLY	147.42	429605	
SUPREME SALES CO., INC.	1,690.00	429631	
SYSCO FOOD SERVICES, INC.	1,225.92	429632	
TEXAS WORKFORCE COMMISSION	2,134.17	429637	
BURT WALKER PARTNERS, LTD	4,500.00	429640	
DEPARTMENT OF INFORMATION RESOURCES	.18	429657	
VERIZON WIRELESS	32.10	429663	
BEN E KEITH FOODS	1,044.62	429693	
MATERA PAPER COMPANY INC	210.12	429756	
			13,115.35**
DRUG DIVERSION PROGRAM			
MARKET BASKET	78.38	429606	
			78.38**
LAW OFFICER TRAINING GRT			
LEXISNEXIS MATTHEW BENDER	1,161.57	429681	
PRINT JUNKIES INK	1,200.00	429771	
			2,361.57**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	533.28	429657	
			533.28**
COUNTY RECORDS MANAGEMENT			
TEXAS ARCHEOLOGICAL SOCIETY	55.00	429718	
			55.00**
J.P. COURTROOM TECH. FUND			



PGM: GMCOMMV2	DATE 01-30-2017		PAGE: 9
NAME	AMOUNT	CHECK NO.	51 TOTAL
CDW COMPUTER CENTERS, INC.	738.10	429653	
VERIZON WIRELESS	227.94	429663	
			966.04**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,834.93	429589	
MUNRO'S	169.70	429609	
TRI-CITY COFFEE SERVICE	47.50	429639	
DEPARTMENT OF INFORMATION RESOURCES	.94	429657	
UNITED STATES POSTAL SERVICE	5.03	429666	
TEXAS HOTEL & LODGING ASSOCIATION	400.00	429723	
ATTABOY TERMITE & PEST CONTROL	55.00	429726	
CINTAS CORPORATION	114.95	429784	
			2,628.05**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	491.66	429751	
			491.66**
AIRPORT FUND			
HILO / O'REILLY AUTO PARTS	397.63	429548	
JOHNSON CONTROLS, INC.	965.73	429600	
PHILPOTT MOTORS, INC.	3,384.32	429615	
SANITARY SUPPLY, INC.	521.40	429622	
DEPARTMENT OF INFORMATION RESOURCES	.69	429657	
VERIZON WIRELESS	75.98	429663	
UNITED STATES POSTAL SERVICE	5.99	429666	
TEXAS COMMISSION ON ENVIRONMENTAL	200.00	429689	
PATRIOT SECURITY EOC	80.00	429722	
INTERSTATE ALL BATTERY CENTER - BMT	825.65	429725	
UNIFIRST HOLDINGS INC	126.26	429727	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	249.99	429763	
TEXAS COMMISSION ON ENVIRONMENTAL	200.00	429794	
			7,033.64**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO FREEMAN & LIGHTY LLP	1,202.50	429747	
			1,202.50**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	19,782.04	429699	
			19,782.04**
SHERIFF'S FORFEITURE FUND			
CASH ADVANCE ACCOUNT	209.52	429598	
SILSBEE FORD INC	5,940.20	429762	
			6,149.72**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,604.25	429516	
CLEAT	324.00	429517	
JEFFERSON CTY. TREASURER	17,558.41	429518	
RON STADTMUELLER - CHAPTER 13	530.00	429519	
INTERNAL REVENUE SERVICE	475.00	429520	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,640.00	429521	
JEFFERSON CTY. COMMUNITY SUP.	9,455.55	429522	
JEFFERSON CTY. TREASURER - HEALTH	466,382.23	429523	
JEFFERSON CTY. TREASURER - GENERAL	10.00	429524	
JEFFERSON CTY. TREASURER - PAYROLL	1,631,243.65	429525	
JEFFERSON CTY. TREASURER - PAYROLL	651,464.72	429526	
MONY/MLOA	126.84	429527	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,975.40	429528	
TGSLC	579.37	429529	
UNITED WAY OF BEAUMONT& N JEFFERSON	18.00	429530	
JEFFERSON CTY. TREASURER - TCDRS	608,958.04	429531	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	1,661.65	429532	
JEFFERSON COUNTY TREASURER	2,389.15	429533	
JEFFERSON COUNTY - TREASURER -	6,883.15	429534	
NECHES FEDERAL CREDIT UNION	53,958.27	429535	
JEFFERSON COUNTY - NATIONWIDE	52,194.73	429536	
TENNESSEE CHILD SUPPORT	115.38	429537	
SBA - U S DEPARTMENT OF TREASURY	168.49	429538	
CALIFORNIA STATE DISBURSEMENT UNIT	155.53	429539	

NAME	AMOUNT	CHECK NO.	TOTAL
U S DEPARTMENT OF TREASURY	216.00	429540	
WILLIAM E HEITKAMP	755.01	429541	
JOHN TALTON	1,720.00	429542	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	429543	
BELINDA M ZURITA	230.77	429544	
UNITED STATES TREASURY	2,446.30	429545	
			3,531,289.74**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,985.00	429715	
9TH COURT OF APPEALS	1,900.00	429716	
			3,885.00**
CNTY & DIST COURT TECH FD			
DELL MARKETING L.P.	832.51	429577	
VERIZON WIRELESS	289.27	429663	
SHI GOVERNMENT SOLUTIONS, INC.	328.20	429671	
			1,449.98**
DISTRICT CRT RECORDS TECH			
WESTERN MICROGRAPHICS & IMAGING	7,575.00	429750	
DATA BANK IMX LLC	6,925.00	429781	
			14,500.00**
MARINE DIVISION			
DEPARTMENT OF INFORMATION RESOURCES	202.24	429657	
VERIZON WIRELESS	341.91	429664	
SIERRA SPRING WATER CO. - BT	163.91	429670	
			708.06**
2015 PORT SECURITY GRANT			
LJA ENGINEERING INC	12,537.80	429751	
			12,537.80**
			3,996,822.69***

1225 Pearl Street, Suite 118  
Beaumont, Texas 77701



Deidra F. Brooks  
Associate Court Administrator

Takeisha Relford  
Senior Court Clerk

LaVerne Jones  
Senior Court Clerk

Office: (409) 839-2333  
Fax: (409) 839-2303

RANSOM "DUCE" JONES  
Justice of the Peace  
Precinct 6

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MEMORANDUM

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TO: FRAN LEE, BUDGET MANAGER  
FROM: DEIDRA F. BROOKS, ASSOC. COURT ADMINISTRATOR  
SUBJECT: TRANSFER LINE ITEM(S)  
DATE: 01/26/2017

Fran,

Please move \$60.00 from Acct# 120-2047-412-3084 (Minor Equip.) into Acct # 120-2047-412-5021 (Dues/Subscriptions).

If you have any questions, please contact me at 839-2333.

# Dabney Garage Doors

## Estimate

54

PO Box 7  
Port Neches, TX 77651  
409-892-1543  
www.dabneygaragedoors.com

Date	Estimate #
1/26/2017	2233

Billing Name / Address	Ship To
Jefferson County Fleet 7789 Viterbo Road (near Jefferson County Airport) 409-719-5937 409-960-1380 Joe	

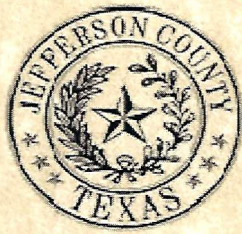
Model	_____
Color	_____
Opening Width	_____
Opening Height/Track Radius	_____
Left Side Room	_____
Right Side Room	_____
Head Room	_____

Description	Qty	Rate	Total
16x16 Rolling Steel Door *Wind Rating of Negative 30 *Remount existing operator. *Haul and depose of existing door.  120-8095-417-3037 120-8095-417-6014		8,041.00	8,041.00

We appreciate the opportunity to work with you.

<b>Subtotal</b>	\$8,041.00
<b>Sales Tax (8.25%)</b>	\$0.00
<b>Total</b>	\$8,041.00





RESOLUTION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

A RESOLUTION APPROVING SUBMISSION OF THE GRANT APPLICATION FOR THE JEFFERSON COUNTY DRUG INTERVENTION COURT

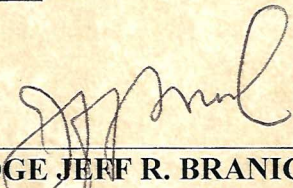
BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 30<sup>th</sup> day of January, 2017, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

- WHEREAS**, illicit drug related crimes consume an excessive amount of criminal justice resources and is responsible for a backlog in our criminal courts dockets, prison overcrowding, and is a major contributor to social and economic problems in our communities; and,
- WHEREAS**, the mission of the Jefferson County Drug Intervention Court is to reduce the number of felony offenders who are recycled through the criminal justice system by breaking the cycle of drugs and crime in Jefferson County, Texas; and,
- WHEREAS**, the Jefferson County Drug Intervention Court has been operational since April 1993 and has provided judicially supervised substance abuse treatment to over 4,000 offenders; and,
- WHEREAS**, the Commissioners Court of Jefferson County, Texas, finds it in the best interest of the citizens of Jefferson County, Texas, that the Jefferson County Drug Intervention Court be operated for the period September 1, 2017 through August 31, 2018; and,
- WHEREAS**, the Commissioners Court of Jefferson County, Texas, agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and,
- WHEREAS**, the Commissioners Court of Jefferson County, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Commissioners Court of Jefferson County, Texas, assures that the funds will be returned to the Criminal Justice Division in full.
- WHEREAS**, the Commissioners Court of Jefferson County, Texas, designates Jeff R. Branick, County Judge, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.
- WHEREAS**, the Commissioners Court of Jefferson County, Texas, recognizes that the Supervisor of the Jefferson County Drug Intervention Court will now be Alcenia Gilmore.

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County, Texas, approves submission of the grant application for the Jefferson County Drug Intervention Court to the Office of the Governor, Criminal Justice Division.




SIGNED this 30<sup>th</sup> day of January, 2017.

  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

  
\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4





**AGENDA ITEM****January 30, 2017**

Consider, possibly approve, authorize the County Judge to execute and receive and file the annual Loan Agreement, SDA0415, between Jefferson County, Texas and the National Museum of the United States Air Force Static Loan Program for the plane on display at Veterans Memorial Park.

## NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) STATIC DISPLAY LOAN PROGRAM

### 2017 LOAN AGREEMENT, SDA0415

**1.0. Parties.** The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the JEFFERSON COUNTY hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of TEXAS and located at BEAUMONT, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2017 and ending 31 March 2018. This Agreement is not transferable.

**2.0. Borrower Obligations/Costs.** The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

**3.0. Loaned Property.** The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

#### **4.0 Loan Conditions.**

**4.1.** The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

**4.2.** The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

**4.3.** The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.



**4.4.** The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

**4.5.** The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

**4.6.** Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

**5.0. Use as Security, Sale or Lease.** The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

**6.0. Professional Photography.** The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

**7.0. Incident Reporting.** The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

**8.0. Title.** The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

**9.0. Receipt, Custody & Liability.**

**9.1.** This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2016.

**9.2.** The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

**9.3.** The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

**9.4.** The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

**9.5.** The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement



equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

**9.6.** The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

#### **10.0. Borrowers Responsibilities.**

**10.1.** The Borrower agrees to the greatest extent permitted by TEXAS Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

**10.2.** The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

**10.3.** The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

#### **11.0. Initial Loan Agreement Requirements.**

**11.1.** The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

PER PRIOR  
AGREEMENT  
COUNT 4 IS  
SECURE  
INSURED  
JY

~~**11.2.** The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).~~



## **12.0. Annual Loan Renewal Requirements.**

**12.1.** The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

**12.2.** The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

**12.3.** The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

**12.4.** The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

## **13.0. Display/Maintenance Requirements.**

**13.1.** No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

**13.2.** The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. \_\_\_\_\_, but painted and marked to depict (nomenclature), Serial No. \_\_\_\_\_, assigned to the (Unit and/or person) in (location or theater) during (year)."

**13.3.** The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

**13.4.** For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

**13.5.** All record keeping will reflect the true serial number.

## **14.0. Radioactive Components.**



**14.1.** Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

**14.2.** In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

**15.0. Loan Termination.**

**15.1.** The Borrower agrees to return said property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the property is no longer required, at no expense to the NMUSAF.

**15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

**15.3.** In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

**15.4.** Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

**15.5.** The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

**16.0. Dispute Resolution.** In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this 22nd Day of January, 2017 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

OCHS.PATRICIA.A.1230366671

Digitally signed by OCHS.PATRICIA.A.1230366671  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USAF,  
cn=OCHS.PATRICIA.A.1230366671  
Date: 2017.01.22 20:26:22 -05'00'

By: PATRICIA OCHS  
Title: Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC  
1100 Spaatz St  
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-4770

Fax Number: (937) 656-4081

Email: patricia.ochs@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this 30<sup>th</sup> day of January 2017, at 1:40 PM.

JEFFERSON COUNTY  
(Name of Borrower/Organization)

By: [Signature]  
(Signature)

JEFF R. BRANICK, COUNTY JUDGE  
(Typed or Printed Name & Title)

Address: P.O. Box 4025  
BEAUMONT, TX 77704

Telephone: 409-835-8466 Fax Number: \_\_\_\_\_

Email: fjackson@co.jefferson.tx.us

NATIONAL MUSEUM of the U.S. AIR FORCE  
 RCS: HAF-HO(A) 8801 INVENTORY REPORT  
 Loan Account Number SDA0415

04-Jan-17

ACCESSION #	NOMENCLATURE	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	\$22,000

I certify that the above listed items shown on Pages 1 through 1  
 have been accounted for with any discrepancies so noted.

Signature: \_\_\_\_\_

(Historical Property Custodian)

(Date)

JEFF R. DRANICK,

Typed or Printed Name

COUNTY JUDGE

Typed or Printed Title



# RETURN CHECKLIST

- ☒ Provide signed and dated 2017 Loan Agreement. Return entire document not just the signature page. Do not return Attachment 1 & 2. Loan Agreement must be signed by the individual authorized to obligate the organization/municipality/county.
- ☒ Provide signed and dated 2017 Inventory Report.
- ☒ 2017 Point of Contact Information Sheet that has been updated to reflect any changes in ink, **do not retype.**
- ☒ Provide a CD containing digitals of each item. Digital images of aircraft/missiles will provide general views with the entire aircraft/missile (left and right side) showing in the photo. Additional photos should be close enough to show sufficient detail to show the overall condition and tail number for the airframe these can be taken in sections. Photos for all other artifacts to include the armament and munitions attached to your aircraft will be close enough to show sufficient detail to insure positive identification of each object. Note: Do not send hard copies of the photos, flash drives, movies, etc. **Check your CD to make sure the images have burned the photos to the CD.**
- ☐ Provide proof of insurance to include name of carrier, limits of liability and period of coverage, **must include expiration date of policy.** (copy of binder).  
For self-insured organizations, proof shall constitute a written signed and dated statement on official letterhead, attesting to ability to reimburse for full replacement value will be provided each year.  
**SELF-INSURED**

DUE TO EMAIL RESTRAINTS THE 2017 LOAN RENEWAL PACKAGE MUST BE SENT BACK THROUGH REGULAR MAIL CHANNELS TO THE FOLLOWING ADDRESS:

NATIONAL MUSEUM OF THE USAF/MUC  
ATTN: PATRICIA OCHS  
1100 SPAATZ ST  
WRIGHT-PATTERSON AFB OH 45433-7102

**SUSPENSE DATE: 31 MARCH 2017**

## 2017 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0415
CITY/ORGANIZATION NAME	JEFFERSON COUNTY
MAILING ADDRESS	PO BOX 4025
CITY	BEAUMONT
STATE/COUNTRY	TX
ZIP CODE	77704
PHYSICAL LOCATION OF ITEM	Golden Triangle Veterans Memorial Park
HISTORICAL PROPERTY CUSTODIAN	HONORABLE JEFF R. BRANICK
TITLE, HISTORICAL PROPERTY CUSTODIAN	JUDGE, JEFFERSON COUNTY
PRIMARY POINT OF CONTACT	HONORABLE JEFF R. BRANICK
TITLE PRIMARY POINT OF CONTACT	COUNTY JUDGE
PRIMARY PHONE NUMBER	409-835-8466
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	409-839-2311
EMAIL ADDRESS	fjackson@co.jefferson.tx.us



**AGENDA ITEM****January 30, 2017**

Receive and file executed Amendment to Property Tax Abatement Agreement between Jefferson County, Texas and Seahawk Landing, LLC.

**AGENDA ITEM****January 17, 2017**

Consider and possibly approve an Amendment to the Property Tax Abatement between Jefferson County, Texas and Seahawk Landing LLC, pursuant to Section 312.401, Texas Tax Code.



STATE OF TEXAS

§

COUNTY OF JEFFERSON

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**AMENDED ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE  
PORT ARTHUR TAX ABATEMENT REINVESTMENT ZONE #1 FOR THE  
LAMAR STATE COLLEGE AREA**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") was executed on JANUARY 17, 2018 and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Seahawk Landing LLC. (hereinafter sometimes referred to as "Seahawk" OR "OWNER").

**1. RECITALS**

WHEREAS, OWNER possesses a lease interest in taxable real property located within the Port Arthur Tax Reinvestment Zone #1 for the Lamar State College Area, the designation of which was implemented by the City of Port Arthur by Ordinance 15-56 dated December 2, 2015 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new on-campus housing facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the Port Arthur Tax Reinvestment Zone # 1 for the Lamar State College Area, which has been designated by Ordinance of the City of Port Arthur, Texas, the legal description for which is attached hereto as Exhibit "C." It is



understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project.

WHEREAS, the Owner has requested that the County revise the obligations of Owner with respect to paragraph 5 regarding the required number of full-time employees to reduce that number from 4 to 2

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ABATEMENT AGREEMENT WILL REMAIN IN FORCE AND EFFECT AS IF COPIED HEREIN.

## 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

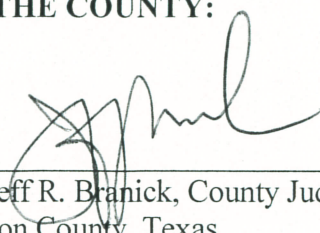
a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2016     ), maintain a level of not less than 2 new full-time jobs, using headcount as of January 1, 2016      as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 2 full-time jobs for total on site employment by owner during said term.. In the event that such employment falls below 2 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$\$  
 A2 = revised Abatement \$\$  
 E1 = 2 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;

c. Construct the PROJECT with an estimated investment in excess of \$3,900,000;

**FOR THE COUNTY:**

  
\_\_\_\_\_  
Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

By: \_\_\_\_\_

\_\_\_\_\_  
Title: manager

Company Seahawk Landing, LLC

\_\_\_\_\_  
Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

COUNTY: Hon. Jeff R. Branick, County Judge  
Jefferson County Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
First Assistant: Staff Attorney  
Jefferson County Courthouse  
P. O. Box 4025,  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

Executed in duplicate this the 20 day of January, 2017.



**AGENDA ITEM****January 30, 2017**

Consider, approve and authorize the County Judge to execute an Agreement between Jefferson County and Linebarger Law Firm for tax lien transfer foreclosure work.

## AGREEMENT

WHEREAS, the Linebarger Law Firm ("Law Firm") has been retained by Jefferson County ("The County") to collect taxes on behalf of the taxing entities in Jefferson County; and

WHEREAS, the Law Firm's existing duties include the handling of tax sales; and

WHEREAS, The Jefferson County Constables Offices ("The Constables") are now being required to handle foreclosures of properties by tax lien transfers and The Constables are not presently set up to handle such foreclosures; and

WHEREAS, The County and the Law Firm agree as to the following:

1. The Law Firm agrees to assist The Constables in handling the clerical and administrative detail of preparing documents for a foreclosure sale; and
2. The Law Firm will retain an additional part-time clerical/administrative support person to handle the preparation of all documents necessary for The Constables to effectuate a foreclosure sale; and
3. The County will provide funding for the additional part-time clerical/administrative support person retained by the Law Firm; and



4. The clerical/administrative person will be trained by the Law Firm, work under the direction of the law firm's staff, and will work with The Constables to process all necessary paperwork to effectuate foreclosure of the designated properties; and
5. The clerical/administrative person will work as needed up to approximately thirty-two hours per week at an estimated hourly wage of \$20.00 per hour, for a period from January 30, 2017 to September 30, 2017;
6. The Law Firm will invoice The County on a monthly basis or on request and the invoices will identify the work performed or such other information as The County may require; and
7. This Agreement can be terminated by either party with Thirty (30) days written notice.

SIGNED AND AGREED TO on this \_\_\_\_\_ day of January, 2017.

LINEBARGER

By: \_\_\_\_\_  
Clayton E. Mayfield, Partner

SIGNED AND AGREED TO on this \_\_\_\_\_ day of January, 2017.

Jefferson County, Texas

BY: \_\_\_\_\_  
Jeff Branick, County Judge  
Jefferson County, Texas





# Resolution

STATE OF TEXAS

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§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 30<sup>th</sup> day of January, 2017, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

**WHEREAS, Ron Westphal** has devoted over 36 years serving the people of Jefferson County with pride and professionalism, in the Engineering Department and has greatly contributed to the mission of the Engineering Department by providing many essential duties and outstanding service to the citizens of Jefferson County, and

**WHEREAS, Ron Westphal** has provided development, oversight and management of the Subdivision Regulations and Platting Regulations required by Jefferson County through hard work and commitment to excellence, and

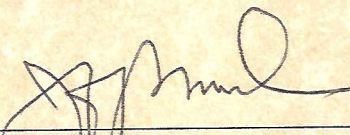
**WHEREAS, Ron Westphal** is recognized for his development of the Road Inventory and Building Inventory Programs for Jefferson County, and

**WHEREAS, Ron Westphal** is recognized for his GIS expertise and oversight in the development, editing and printing of the many various maps required by Jefferson County in its day to day operations, and


**WHEREAS, Ron Westphal** will definitely be missed by the Engineering Department for his leadership, courtesy and genuine concern for achieving the goals and mission of the Department, and


**NOW THEREFORE, BE IT RESOLVED** that Commissioners Court of Jefferson County, Texas, does hereby honor and commend **Ron Westphal**, for his many years of dedicated service to Jefferson County and wishes him well in his retirement.

SIGNED this 30<sup>th</sup> day of January, 2017.


  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge



  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

  
\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4



Permit No. 02-U-17Precinct No. 1

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/Common CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date JANUARY 4, 2017

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

CITY OF BEAUMONT (Company) does hereby made application to use  
lands belonging to Jefferson County, for the purpose of constructing, maintaining or  
repairing a utility or common carrier pipeline for the distribution of  
WATER, location of which is fully described as  
follows: Along Keith Road.

39 pages of drawings attached.

Construction will begin on or after FEBRUARY 15, 20 17.

It is understood that all work will comply with the requirements of the Utility and  
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on  
                                , and all subsequent revisions thereof to date.

Company CITY OF BEAUMONTBy JASON SHACKELFORDTitle ASSISTANT PUBLIC WORKS DIRECTORAddress 1350 LANGHAM ROADBEAUMONT, TEXAS 77707Telephone 409-785-3000Fax No. 409-861-4836

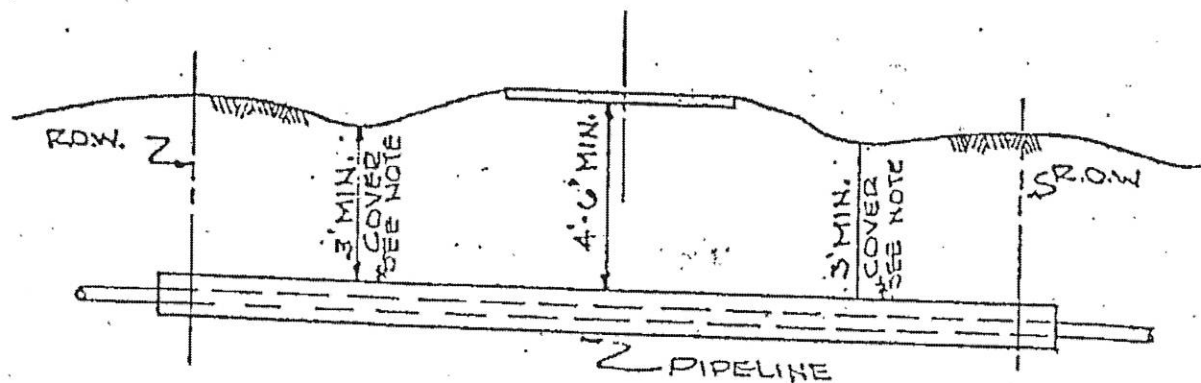
## FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

<u>N/A</u> road crossing @ \$100.00 _____	\$ <u>N/A</u> _____
<u>N/A</u> miles parallel @ \$150.00/mile or fraction _____	\$ <u>N/A</u> _____
TOTAL _____	\$ <u>N/A</u> _____

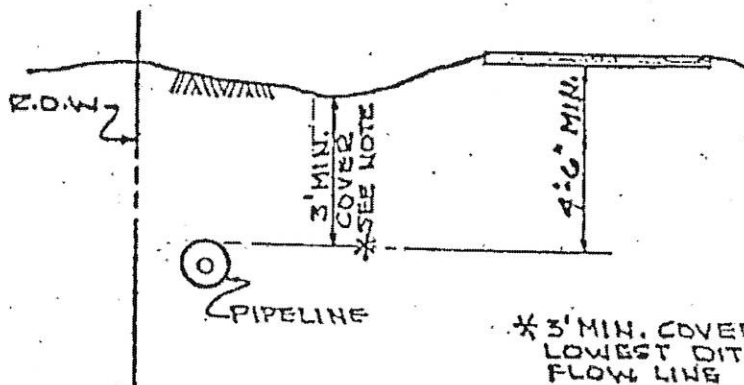
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
10' OUTSIDE R.O.W. EACH  
SIDE OF ROAD.

## 1. STANDARD PIPELINE CROSSING



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY  
ENGINEERING DEPARTMENT  
PIPELINE DETAILS (STD.)

12-7-79 | NO SCALE | J. C. WELLS

**ENGINEERING ACTION FORM**

The minimum standard bond required is \$ N/A City of Beaumont

Ronald M. Per

Director of Engineering

01/30/17

Date

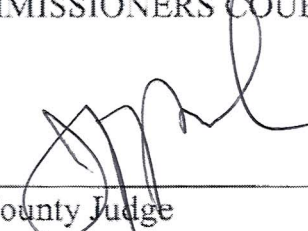
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**COMMISSIONERS COURT ORDER**

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By

  
County Judge

# CITY OF BEAUMONT, TEXAS

## KEITH ROAD 16-INCH WATERLINE

(FROM PHELAN BLVD. TO DISMAN RD.)

### CITY COUNCIL

BECKY AMES  
MAYOR

W.L. PATE, JR.  
COUNCILMEMBER AT-LARGE

GETHEL "GET" WILLIAMS-WRIGHT  
COUNCILMEMBER AT-LARGE

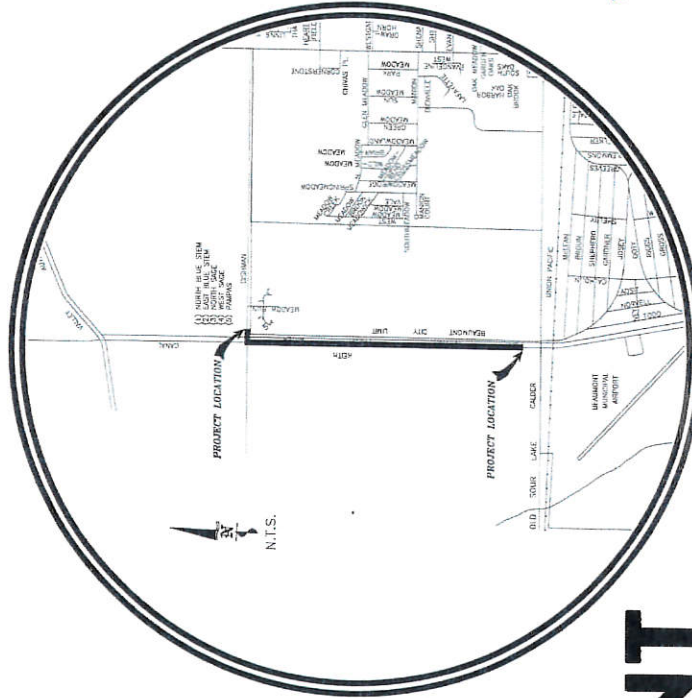
CLAUDE GUIDROZ  
COUNCILMEMBER WARD I

MIKE GETZ  
COUNCILMEMBER WARD II

AUDWIN M. SAMUEL  
COUNCILMEMBER WARD III

ROBIN MOUTON  
COUNCILMEMBER WARD IV - MAYOR PRO-TEM

KYLE HAYES  
CITY MANAGER



### INDEX TO DRAWINGS

TITLE	SHEET NO.
TITLE SHEET	1
GENERAL NOTES	2
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WATER MAIN & PROFILES	4-22
STANDARD DETAILS	23-25
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TADOT DETAILS - BC(1)-14 THRU BC(12)-14	28-39

PREPARED BY:



*Amalia Villarreal*  
AMALIA VILLARREAL, P.E. No. 90340  
12-30-2016

APPROVED BY:

PROJECT LOCATION  
N.T.S.

January 2017

JASON SHACKELFORD

# BEAUMONT

TEXAS

WATER UTILITIES  
1350 LANGHAM RD., BEAUMONT, TX 77707  
(409) 866-0026 - TEL.  
(409) 861-4836 - FAX



## General Notes:

1. CONTRACTOR may install proposed water lines by open cut or horizontal directional drilling methods per the contract documents. Payment shall be as per unit price as shown in bid items. All bored or drilled water lines shall be Class 200 restrained joint PVC or DR-11 High Density Polyethylene per Item 813. All open cut water lines may be bell and spigot per Item 810.
2. CONTRACTOR is made aware that the Owner may not have the ability to isolate existing water lines for tie-in or abandonment purposes. CONTRACTOR is to coordinate with the OWNER at least 48 hours prior to making any connections to existing water lines to allow for OWNER to determine procedure to isolate the necessary water lines. Representatives of the CITY are to be on site while all connections are made.
3. CONTRACTOR shall schedule tie-ins that will disturb water service to residents with the CITY. CONTRACTOR shall be required to hand out notices to the residents 24 hours prior to scheduled disturbances.
4. CONTRACTOR shall be responsible for transferring water service lines from lines to be abandoned to proposed water lines.
5. Water service lines are not shown. CONTRACTOR is to locate them in the field prior to construction.
6. Asphaltting of street cuts for water line crossings or bore pits will be paid for in appropriate bid items.
7. CONTRACTOR shall contact CITY Inspector 5 days prior to beginning construction.
8. CONTRACTOR shall contact the pipeline companies 10 days prior to beginning construction.
9. CONTRACTOR shall provide 7-sack concrete for all street crossings as required to maintain traffic flow as directed by the Engineer.
10. CONTRACTOR shall be responsible for exact location of right-of-way and property corner markers. A property survey was not prepared.
11. CONTRACTOR shall avoid disturbing all fences. Any fences disturbed shall be restored at the CONTRACTOR'S expense.
12. CONTRACTOR to expose and verify location, size, and depth of all existing water lines at proposed connection locations prior to any connection.
13. CONTRACTOR shall provide a pressure test on each segment of water line in accordance with City of Beaumont specifications. The CONTRACTOR shall perform all necessary equipment for testing and the cost for testing shall be considered subsidiary to the various bid items in the contract. All testing shall be witnessed by the Inspector. Any segments of line not passing the required tests shall be promptly corrected.
14. CONTRACTOR shall provide an asbestos abatement plan outlining the construction procedures planned for this project, including the required testing and the EPA's National Emissions Standards for hazardous air pollutants standard (40 CFR Part 61, Subpart G) and the OSHA Construction standard 1926.1101 along with any other national, state or local standards for exposing, removal, disposal, and monitoring the Class II work.
15. CONTRACTOR is made aware that fiber optic lines do exist within the project area. CONTRACTOR must exercise all means to avoid interruption of these lines.
16. Existing utilities are shown for informational purposes only. CONTRACTOR is to verify location and depth of all utilities prior to any construction. CONTRACTOR shall be responsible for coordination for utility locates / One-Call. The CONTRACTOR is fully responsible for any damages caused by his failure to exactly locate and preserve these underground utilities.
17. Proposed water line to be installed with 12 gauge tracer wire and identification tape. Proposed water line will have a maximum of four feet of cover unless otherwise noted.
18. All water line fittings to be ductile iron with mechanical joints (Megafix type).
19. CONTRACTOR shall be responsible for restoration of all property corners and/or Right-Of-Way markers disturbed during construction.
20. Trust blocking to be used at all fittings per details.
21. All proposed fire hydrants measured right (rt) or left (lt) of proposed water line. Existing fire hydrants to be removed and replaced by CITY. CONTRACTOR is to hand removed the hydrants to CITY warehouse. Cost shall be incorporated into payment for proposed water line items.
22. Where fittings, casings, and connections are indicated crossing existing driveways, CONTRACTOR may install by open cut or bore methods. CONTRACTOR is to restore surface to existing or better conditions.
23. CONTRACTOR shall maintain a minimum clearance from sanitary sewer lines per TCEQ requirements at all times.
24. CONTRACTOR will be responsible to remove/abandon existing water line as required to install proposed water line. Coordinate locations with OWNER in field during construction.

## CONSTRUCTION GUIDELINES AT/NEAR PIPELINES

1. State Law requires contractor and excavation companies contact the State One-Call Center, prior to any excavation activity. The nationwide telephone number for the Texas One-Call Center is "811".
2. Encroaching Party shall conduct their activities in compliance with the Pipeline's Construction/Design Guidelines as well as any applicable agreement in place with the Encroaching Party.
3. The continued integrity of the pipelines and the safety of all individuals in the area of proposed work are of the utmost importance. Therefore, Encroaching Party shall meet with the Pipeline's operations and emergency representatives prior to construction. The Pipeline's on-site representative shall require discontinuation of any work that, in their opinion, endangers the operation or safety of personnel, pipelines, or facilities.
4. Notification shall be given to the Pipeline at least 10 days before the start of construction. A schedule of activities for the duration of the project shall be made available at that time to facilitate the scheduling of the Pipeline's work site representative. Any Encroaching Party schedule changes shall be provided to the Pipeline immediately.
5. Encroaching Party shall not commence work within the Pipeline's right of way or within twenty-five feet of a Pipeline or appurtenance(s) without a Pipeline representative being present.
6. No construction equipment will be allowed on the right of way unless approval to do so has been obtained from the Pipeline and the appropriate protection has been put in place to protect the Pipeline and its right of way.
7. During installation of underground utilities or facilities that will utilize drilling, boring, or HDD the following must be adhered to:
  - 7.1. Pot hole and expose the Pipeline(s) to verify depth with hydro-vacuum machine (with the Pipeline representative on site).
  - 7.2. Excavation of the boring and receiving pits shall be outside of the right of way.
  - 7.3. Each bore to be a minimum of three (3') feet from the bottom of the pipeline to top of the proposed utility. For HDD installation the completed drilled bore shall be a minimum of five (5') feet below the bottom of the pipeline(s).
  - 7.4. Each bore shall cross existing pipeline as close to perpendicular (90 degrees) as possible.
  - 7.5. During pilot hole boring procedures, boring (bore) contractor is to be aware of the depth of the boring bit head as it passes under the pipeline with metal detector type device.
  - 7.6. Bore shall extend the entire width of the Pipeline right of way.
  - 7.7. Backfill and compact pot hole and bore pits.
  - 7.8. Install above ground cable markers at each side of the ROW/easement.
  - 7.9. Boring profile is to be available to Pipeline upon request.
8. No "Non-Explosive" seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of a Pipeline without the Pipeline's approval.
9. No blasting shall be allowed within 300 feet of pipeline facilities without a blast plan review by the Pipeline and that Pipeline's written approval. Notification of blasting shall be given to the Pipelines including a complete blasting plan. At a minimum the blasting plan shall include a drawing with blast pattern, distance from orientation with respect to the Pipeline. It must include spacing between holes, rows, amount of explosive in each hole, manufacturer, and associated energy release ratio. A pre-blast meeting shall be conducted by the organization responsible for blasting. The Pipelines require a signed and executed blasting indemnification agreement before authorized permission to blast can be given. A written emergency plan shall be provided by the organization responsible for blasting.
10. No materials or equipment are to be stored within the existing pipeline right of way without the Pipeline's prior written approval.
11. No leach beds, wells, cesspools, or sewer systems will be permitted within the pipeline right of way.
12. A Pipeline Inspector must be onsite during any work within the pipeline right of way.
13. Contacting the pipeline representatives directly does not exonerate the Contractor of the legal obligation of notifying Texas 811. Call 811 before digging.

No.	Revision/Issue	Date
1	Permit	12/30

CITY OF BEAUMONT, TEXAS  
KEITH ROAD 16" - WATERLINE  
(FROM PHELAN BLVD. TO DISHMAN ROAD)

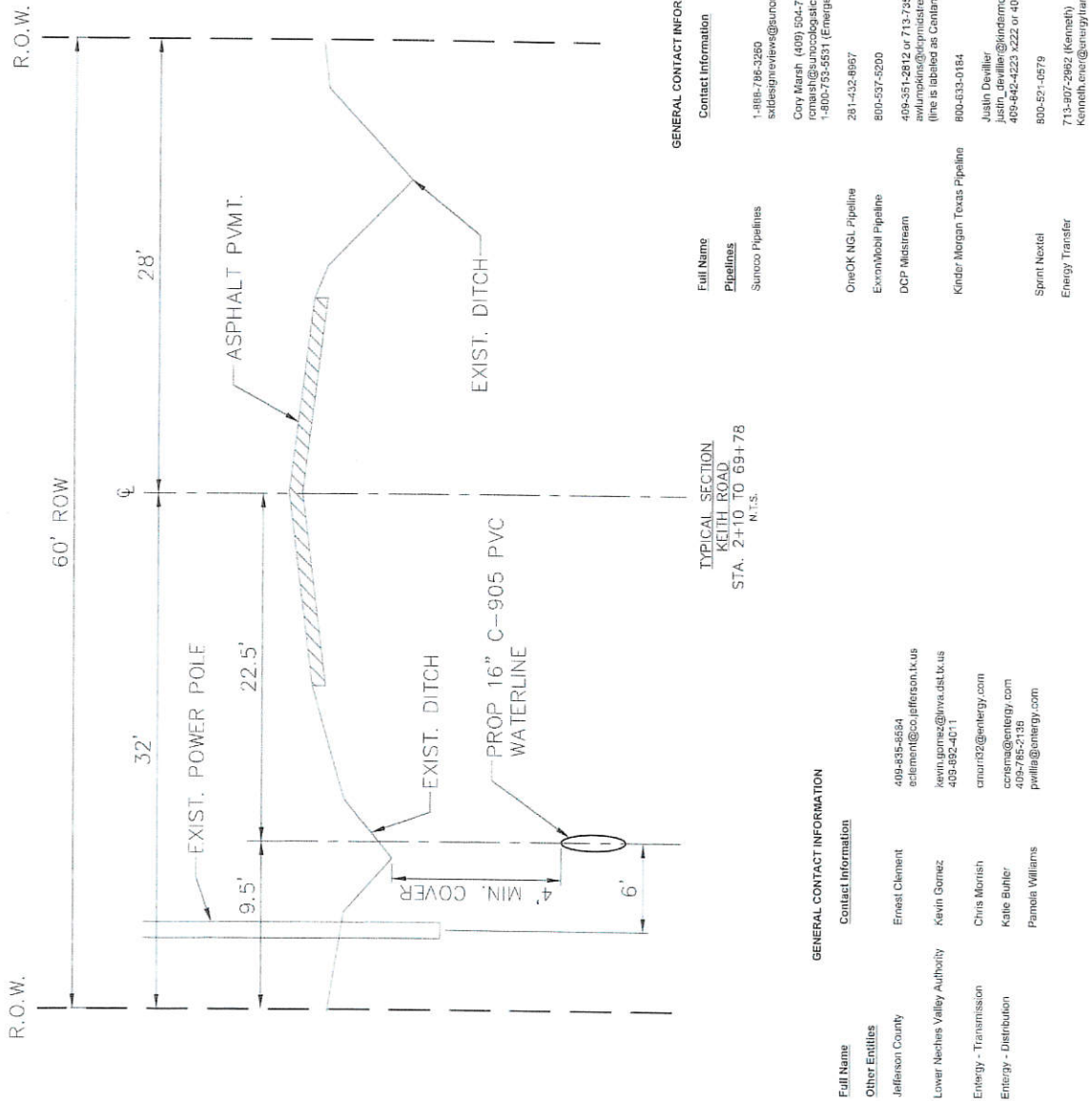


*Chris Howard*  
12-30-2016

**BEAUMONT**  
City of Beaumont

**GENERAL NOTES**  
**KEITH ROAD**

DATE: 12/27/2016	SHEET NO. 2	INVT.
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Rev.	Permit	Date
1	12/30	

CITY OF BEAUMONT, TEXAS  
KEITH ROAD 16" - WATERLINE  
(FROM PHELAN BLVD. TO DISHMAN ROAD)



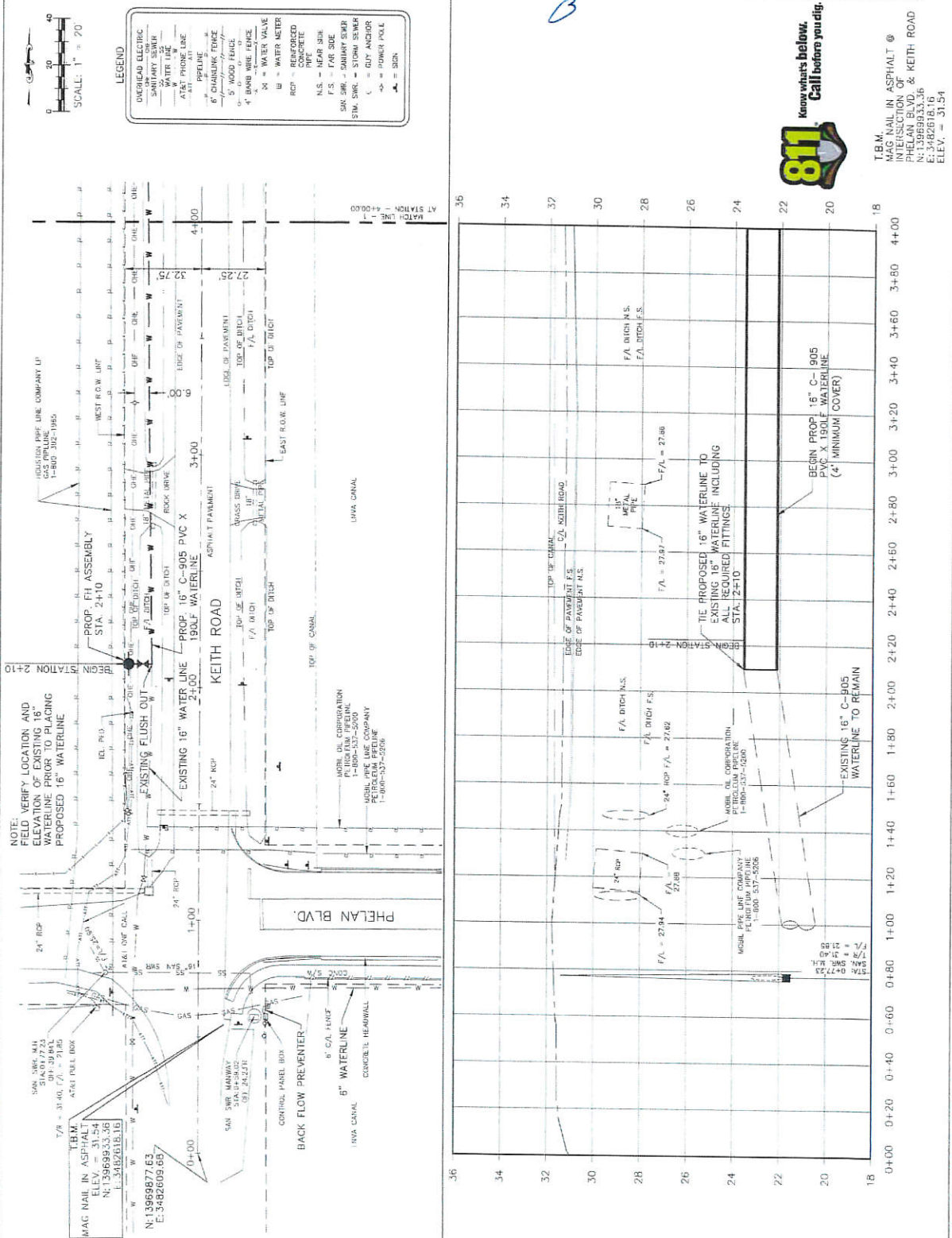
**BEAUMONT**  
City of Beaumont

**TYPICAL SECTION  
KEITH ROAD**

SCALE:	SHEET NO.
NTS	3
DATE:	REV.
12/28/2016	

*Overlaid*  
12-30-2016







Permit	12/30
Revision/Issue	
Date	

CITY OF BEAUMONT, TEXAS  
KEITH ROAD 16" - WATERLINE  
(FROM PHELAN BLVD. TO DISHMAN ROAD)



*Quintanilla*  
12-30-2016

**BEAUMONT**  
City of Beaumont

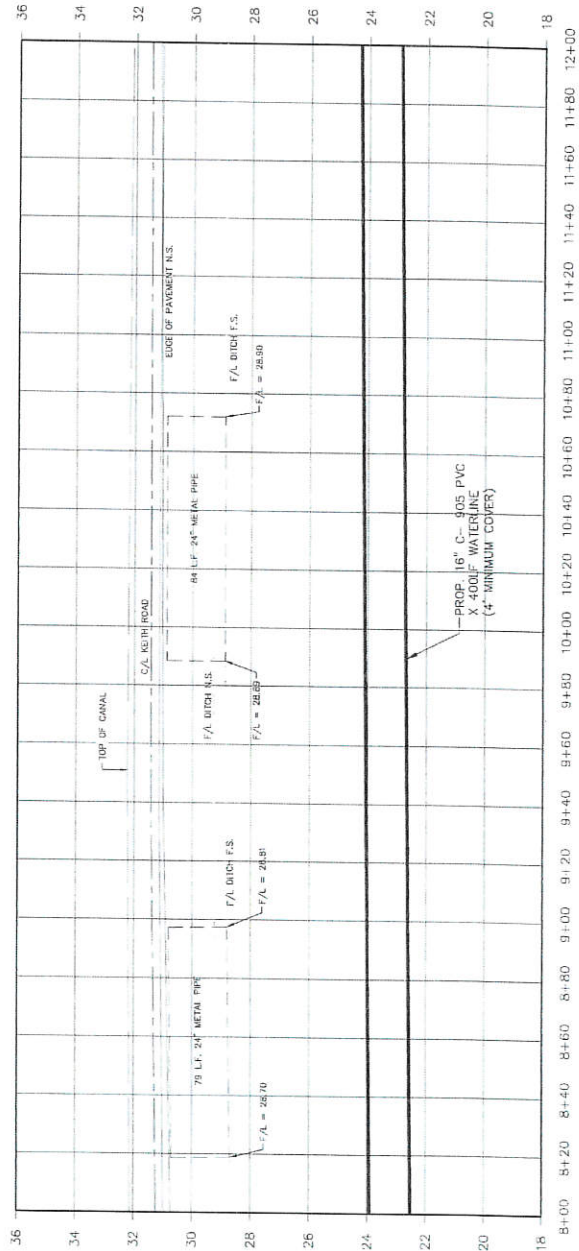
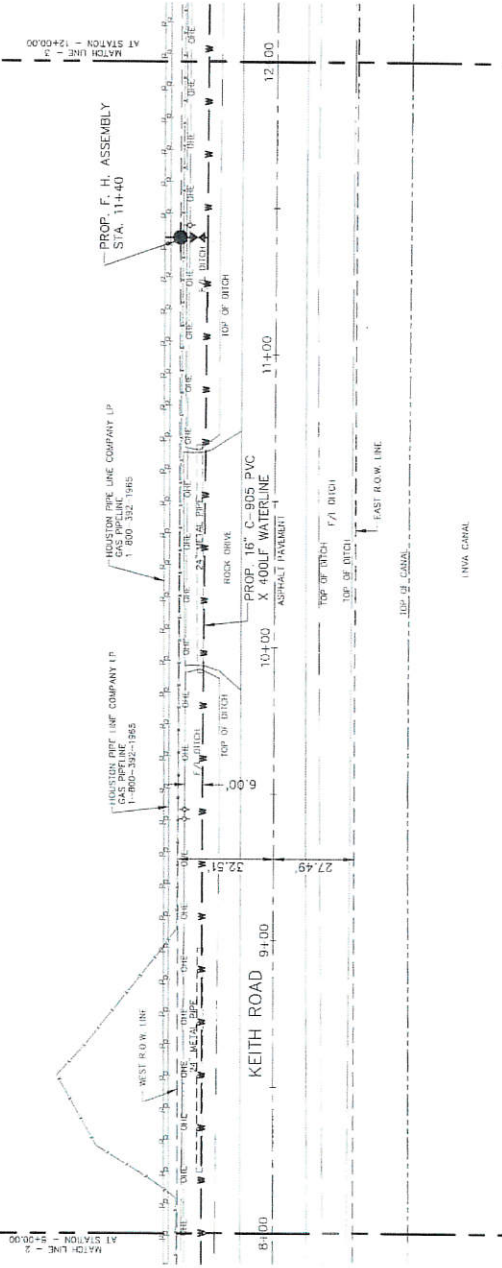
WATER  
PLAN  
**KEITH ROAD**  
STA. 8+00 TO 12+00  
SHEET 3 OF 19

DATE	10/4/2016
SCALE	1" = 20'
SHEET NO.	3 OF 19
REV.	



**LEGEND**

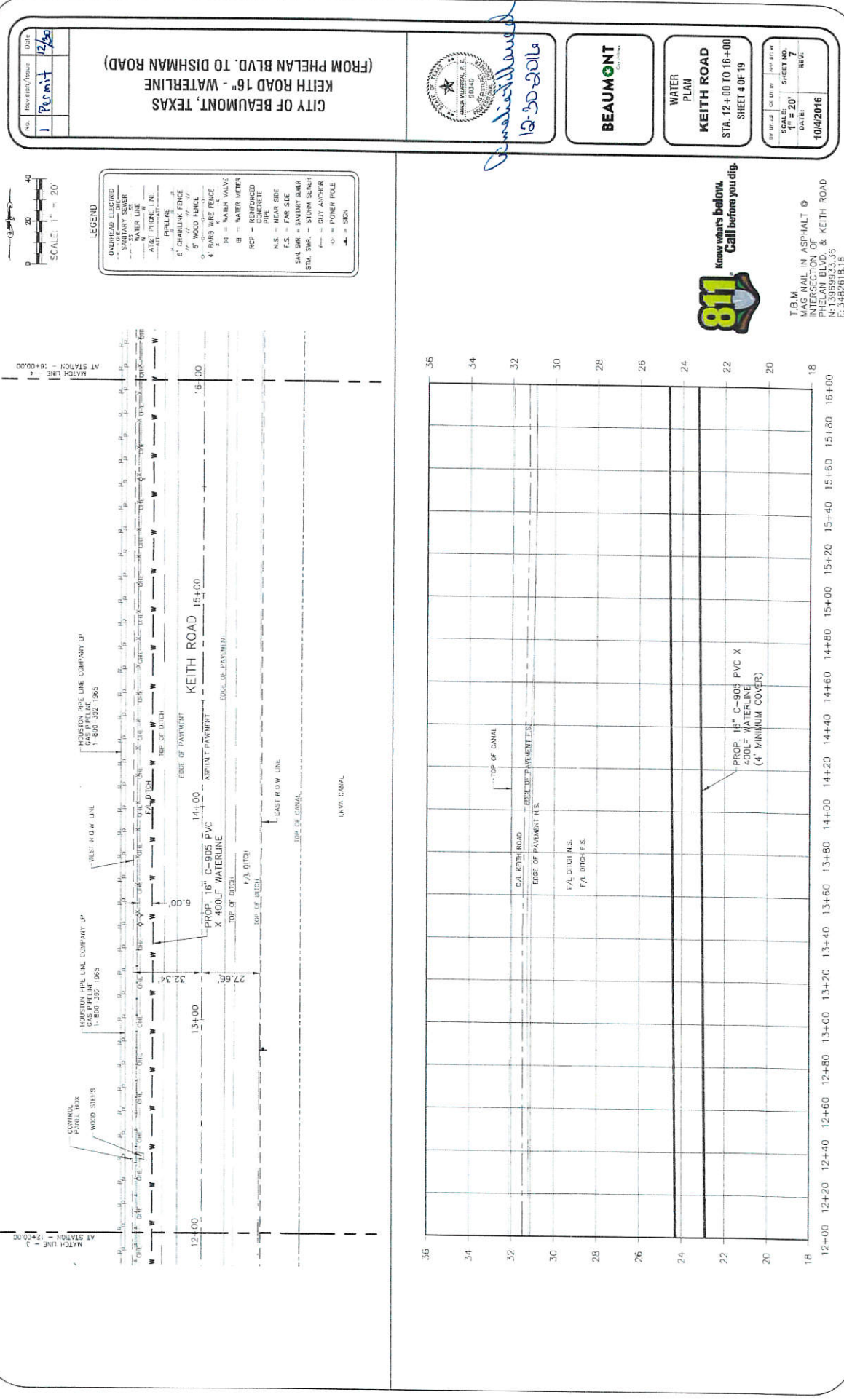
- OVERHEAD ELECTRIC
- SANITARY SEWER
- WATER LINE
- PIPELINE
- 4" CHASELINE FENCE
- 5" WOOD FENCE
- 4" BARS WIRE FENCE
- W = WATER VALVE
- M = WATER METER
- RCF = REINFORCED CONCRETE
- N.S. = NEAR SIDE
- F.S. = FAR SIDE
- SAN. SWR. = SANITARY SINKER
- STM. SWR. = STORM SINKER
- Q = GUY ANCHOR
- P = POWER POLE
- S = SIGN



**811**  
Know what's below.  
Call before you dig.

T.B.M.  
INTERSECTION OF  
PHELAN BLVD. & KEITH ROAD  
N: 13969533.36  
E: 3462618.16  
ELEV. = 31.54

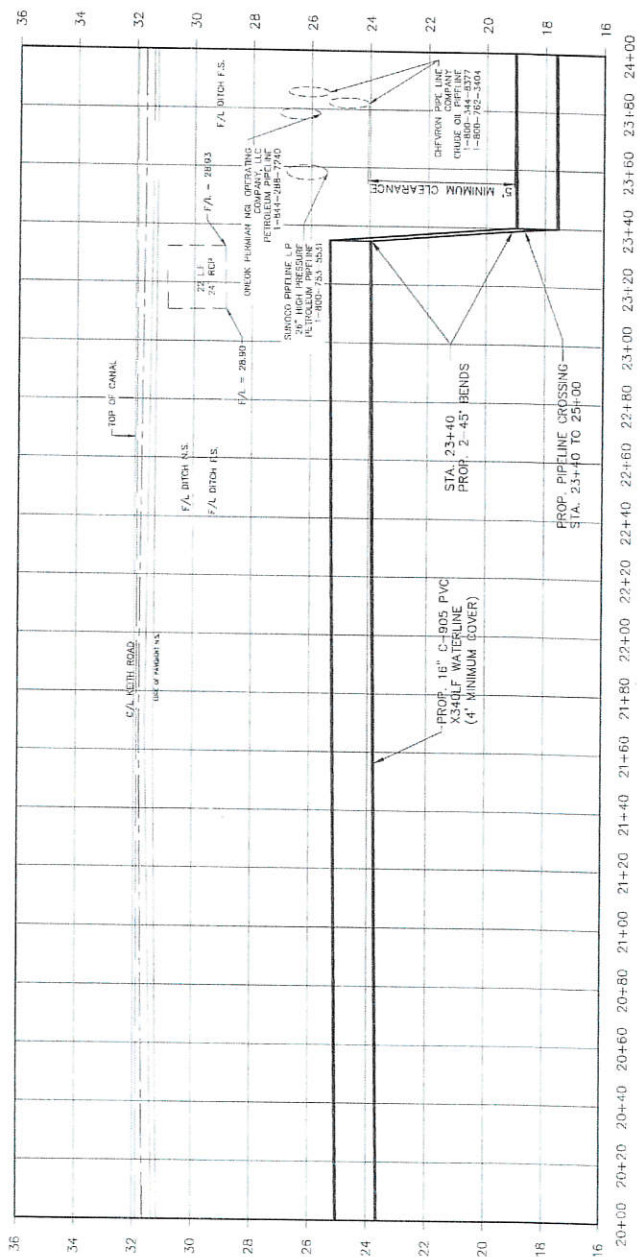
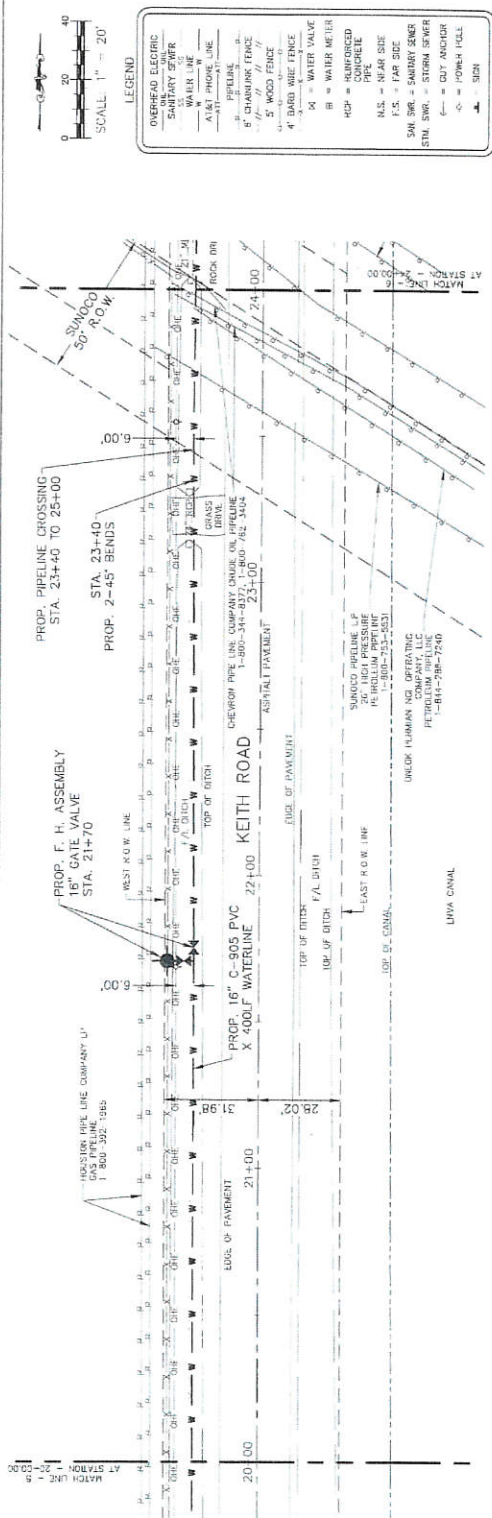




T.B.M.  
MAG NAIL IN ASPHALT @  
INTERSECTION OF  
PHELAN BLVD. & KEITH ROAD  
N: 13969933.36  
E: 3482618.16  
LEV. = 31.54







CITY OF BEAUMONT, TEXAS  
KEITH ROAD 16" - WATERLINE  
(FROM PHELAN BLVD. TO DISHMAN ROAD)



12-30-2016

BEAUMONT

WATER  
PLAN

KEITH ROAD  
STA. 20+00 TO 24+00


SHEET 6 OF 19

SCALE: 1" = 20'  
DATE: 12/22/2016  
SHEET NO. 9  
REV.



T.B.M.  
MAG NAIL IN ASPHALT @  
INTERSECTION OF  
PHELAN BLVD. & KEITH ROAD  
N: 13969933.36  
E: 3482618.16  
ELEV. = 31.54

**CITY OF BEAUMONT, TEXAS**  
**KEITH ROAD 16" - WATERLINE**  
 (FROM PHELAN BLVD. TO DISHMAN ROAD)



*Beaumont*  
 12-30-2016

**BEAUMONT**  
 Engineering

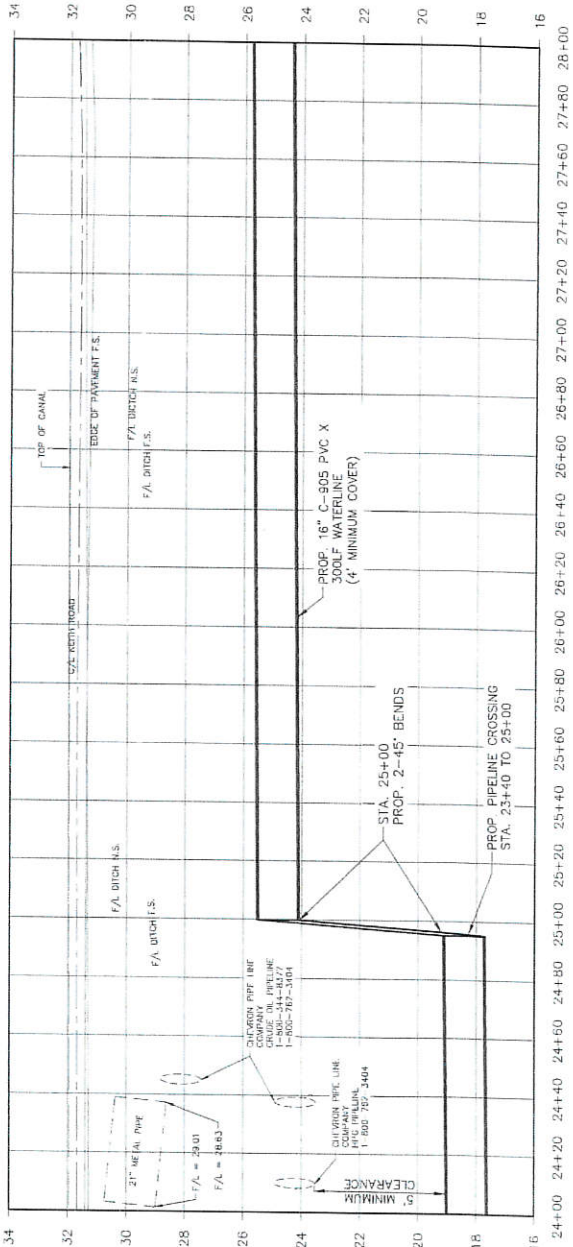
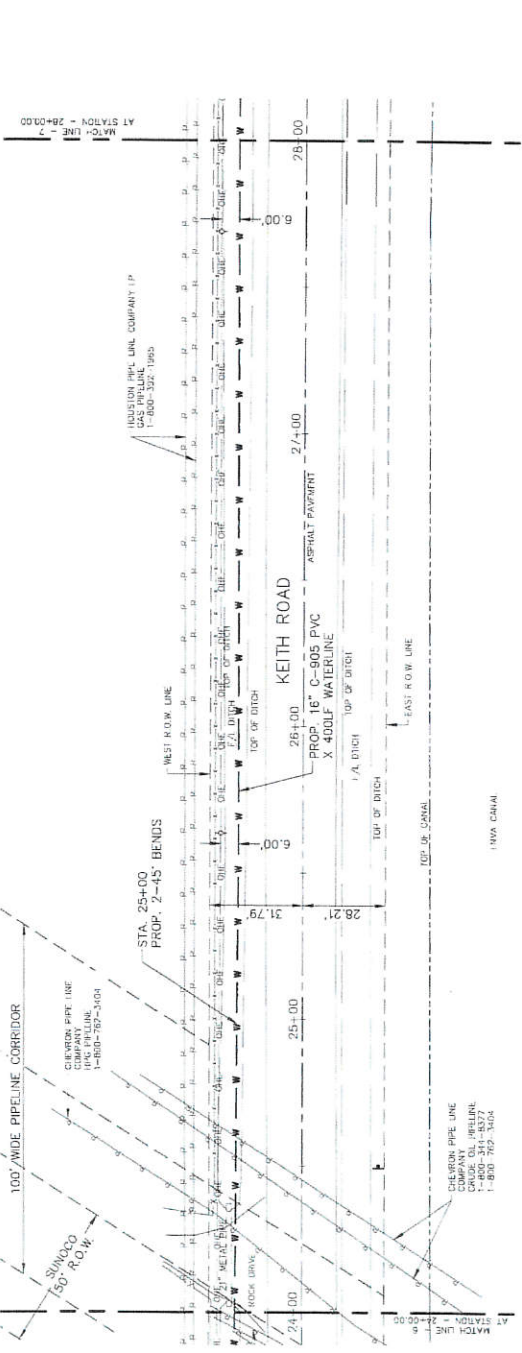
**WATER PLAN**  
**KEITH ROAD**  
 STA. 24+00 TO 28+00  
 SHEET 7 OF 19

DATE: 12/30/16  
 REVISION: 1  
 PERMIT: 12/30/16

SCALE: 1" = 20'  
 SHEET NO. 7  
 DATE: 12/22/2016

**LEGEND**

- OVERHEAD ELECTRIC
- SANITARY SEWER
- WATER LINE
- AT&T PHONE LINE
- AT&T
- PIPELINE
- 6" CHAINLINK FENCE
- 5' WOOD FENCE
- 4' DASH WIRE FENCE
- 16" WATER VALVE
- 16" WATER METER
- 16" REINFORCED CONCRETE
- R.C.P.
- N.S. - NEAR SIDE
- F.S. - FAR SIDE
- SAN. S.W. - SANITARY SEWER
- SIM. S.W. - STORM SEWER
- QTY ANCHOR
- POW. POLE
- SUN



**811**  
 Know what's below.  
 Call before you dig.

T.B.M. 1/4 MI. IN ASPHALT @  
 INTERSECTION OF PHELAN BLVD. &  
 KEITH ROAD  
 N: 13569933.36  
 E: 3462616.16  
 ELEV. = 31.54






Permit 12/30

12/30/2016

**CITY OF BEAUMONT, TEXAS**

**KEITH ROAD 16" - WATERLINE**

**(FROM PHELAN BLVD. TO DISHMAN ROAD)**



*Amelia*

12-30-2016

**BEAUMONT**

City of Beaumont

**WATER PLAN**

**KEITH ROAD**

STA. 32+00 TO 36+00


SHEET 9 OF 19

DATE: 12/30/2016

SHEET NO. 12

DATE: 12/30/2016

SCALE: 1" = 20'



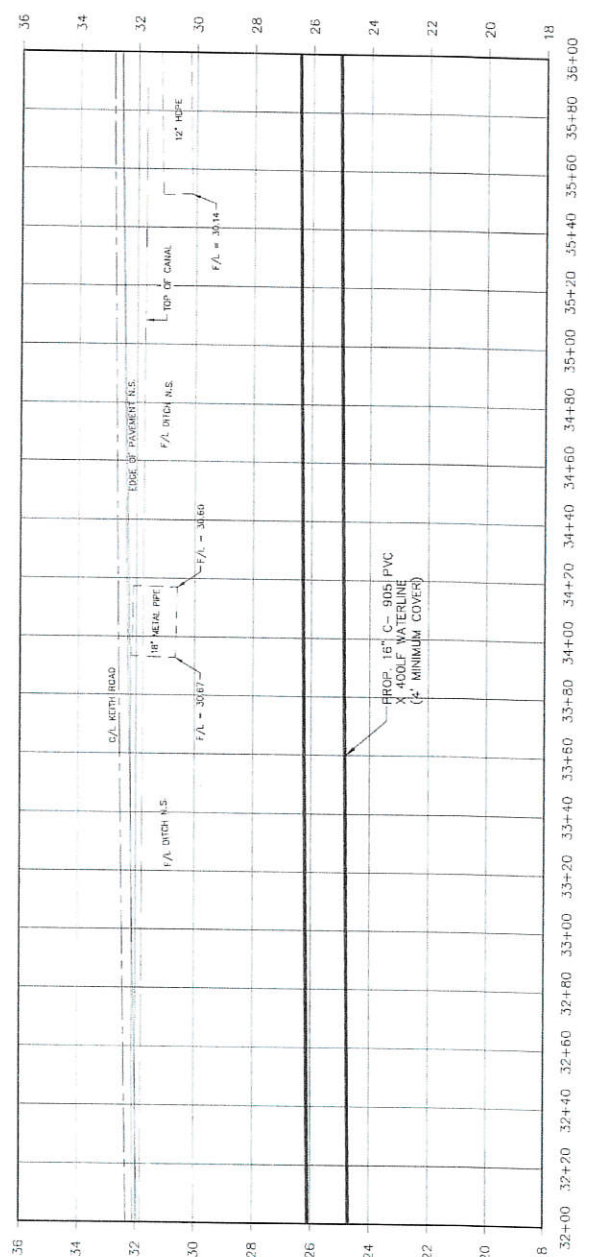
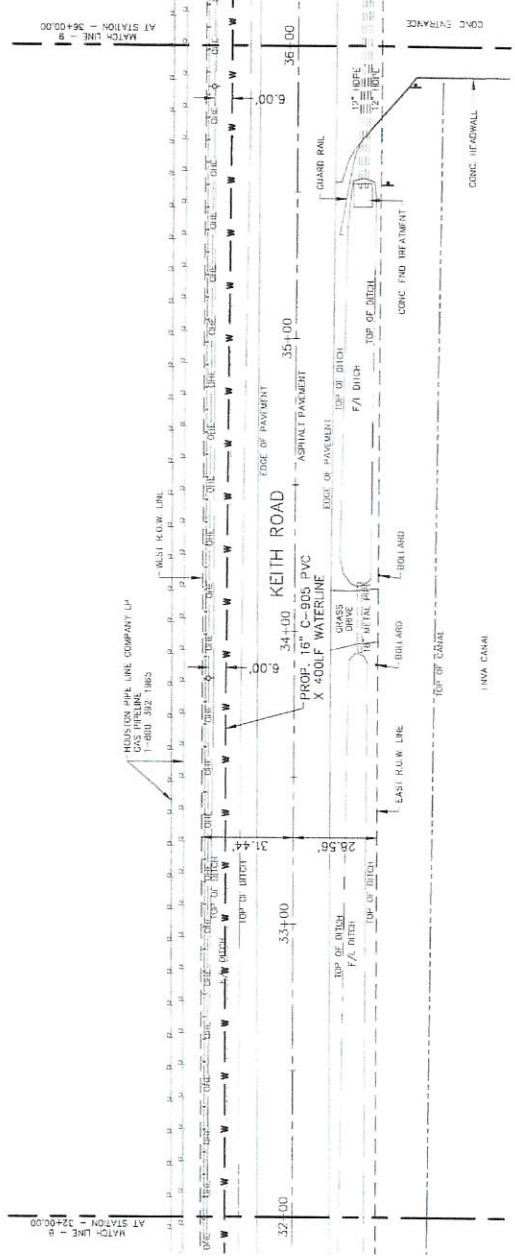
**LEGEND**

- OVERHEAD ELECTRIC
- SANITARY SEWER
- WATER LINE
- AT&T PHONE LINE
- 6" CHANGING FENCE
- 5' WOOD FENCE
- 4" MASH WIRE FENCE
- W = WATER VALVE
- W = WATER METER
- REP = REINFORCED CONCRETE
- N.S. = NEAR SIDE
- F.S. = FAR SIDE
- SPM. S.W. = SHAMUT SIMP
- STM. S.W. = STORM SEWER
- Q = OUT ANCHOR
- Q = P.O.W. F. POL
- S = SIGN

**811**

Know what's below.  
Call before you dig.


T.B.M. MAG NAIL IN ASPHALT @ INTERSECTION OF PHELAN BLVD. & KEITH ROAD ELEV. = 31.54





No.	Receipts/Issues	Date
1	Permit	12/30

**CITY OF BEAUMONT, TEXAS**  
**KEITH ROAD 16" - WATERLINE**  
**(FROM PHELAN BLVD. TO DISHMAN ROAD)**



*Amelia Wilbur*  
12-30-2016

**BEAUMONT**  
TX, TEXAS

**WATER**  
**PLAN**

**KEITH ROAD**

STA. 35+00 TO 40+00

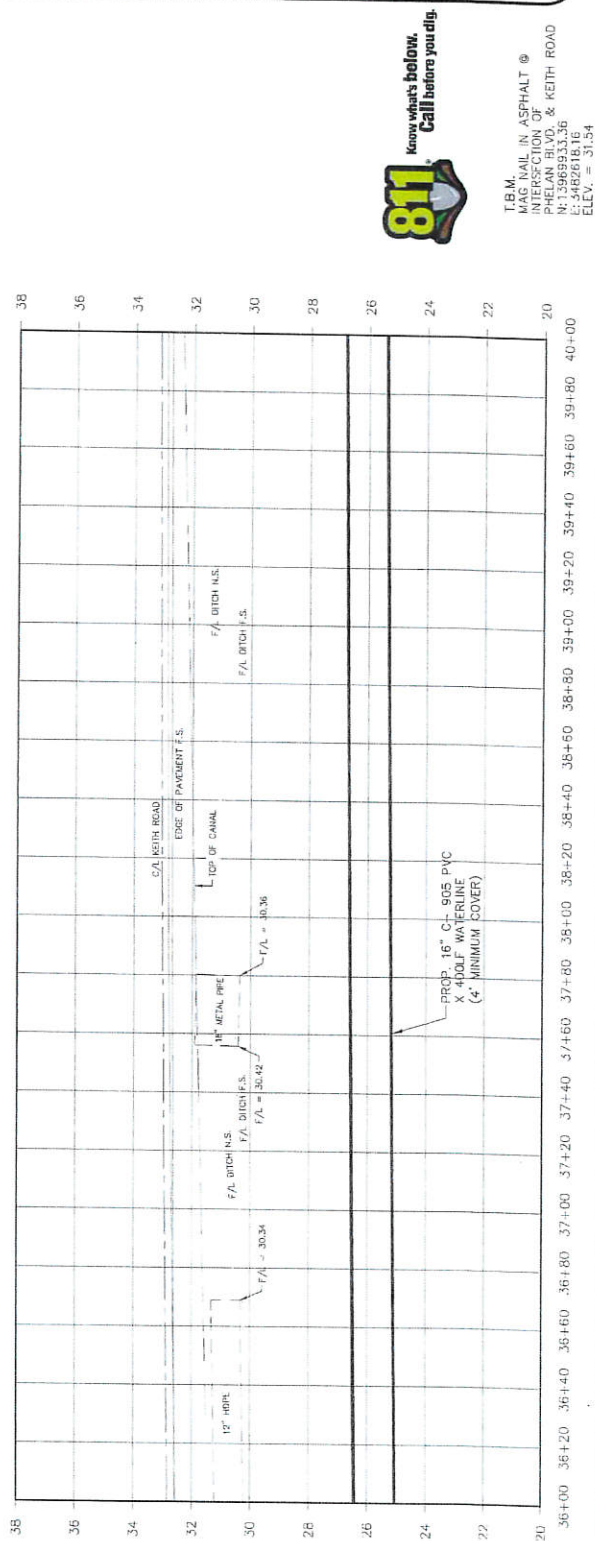
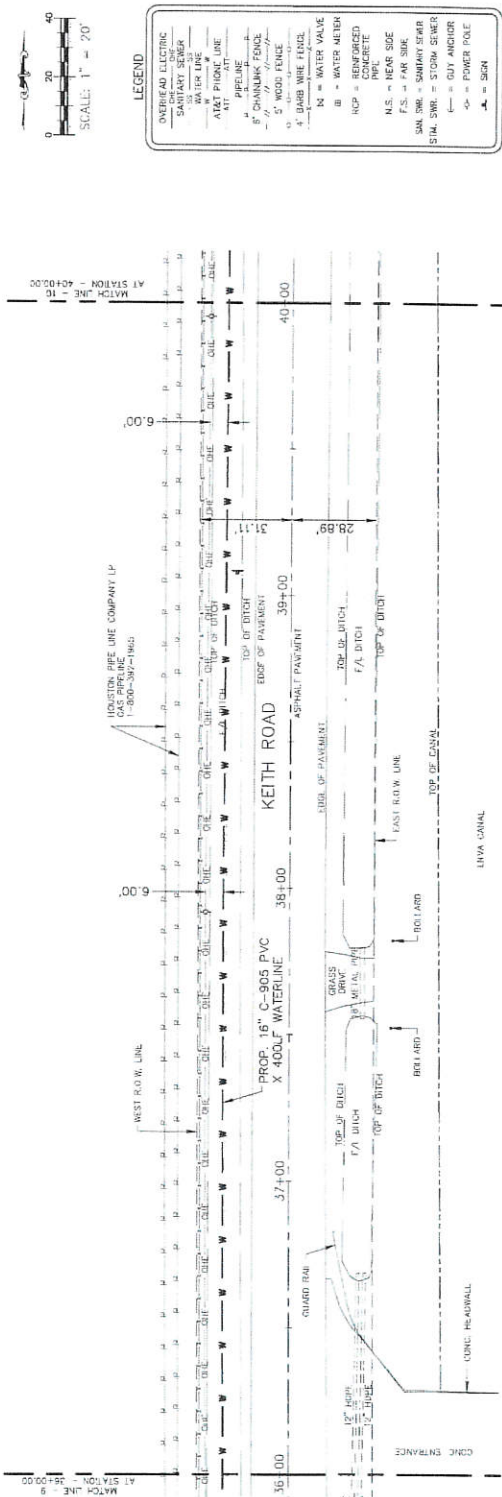
SHEET 10 OF 19

SCALE:  
1" = 20'

DATE:  
10/4/2016

SHEET NO.  
13

REV:  
10/4/2016




Rev. 1 Permit 4/30

City of Beaumont, Texas

Keith Road 16" - Waterline

(FROM PHELAN BLVD. TO DISHMAN ROAD)



*Indira Hillman*  
12-30-2016

**BEAUMONT**  
City Engineer

WATER PLAN

**KEITH ROAD**

STA. 40+00 TO 44+00

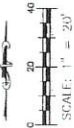
SHEET 11 OF 19

SCALE: 1" = 20'

DATE: 9/30/2016

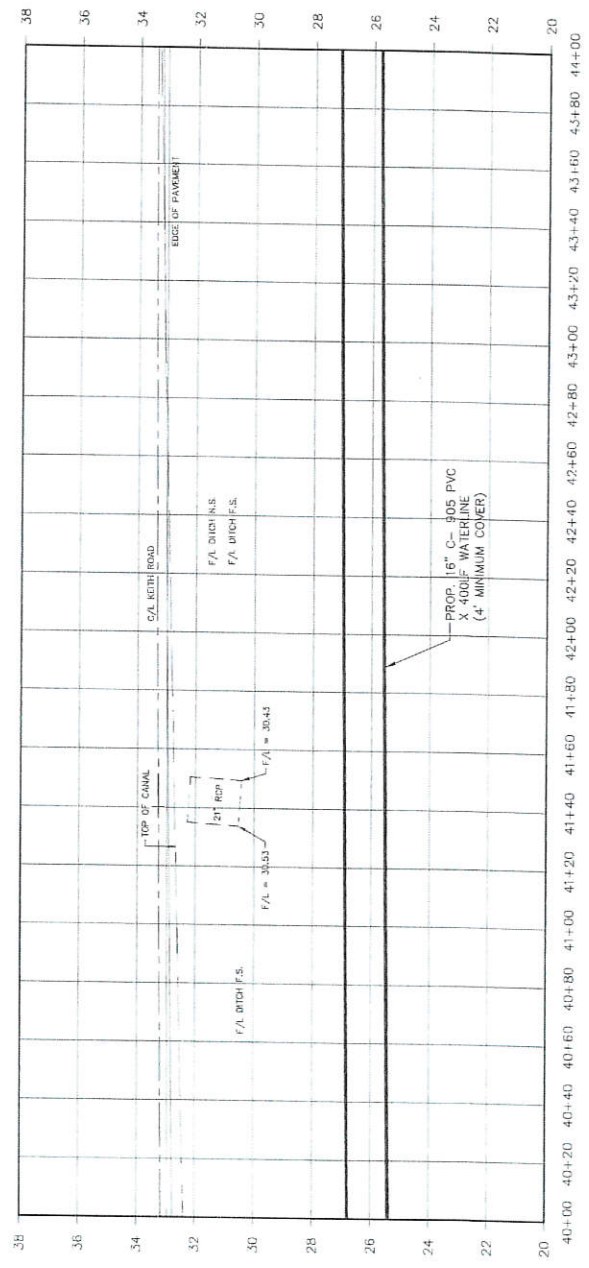
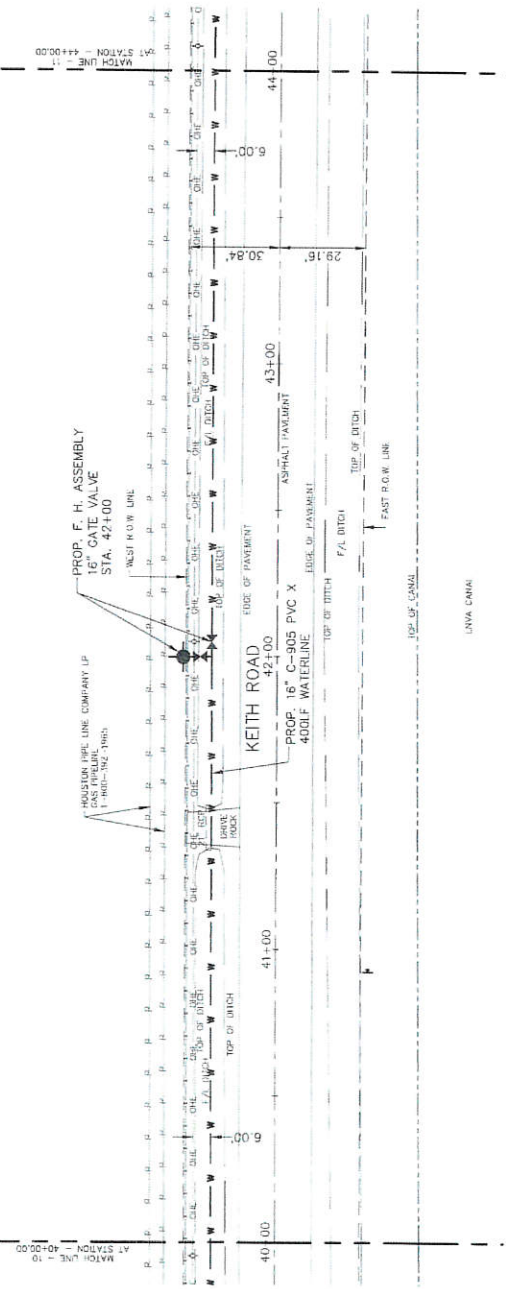
SHEET NO. 14

PROJECT NO. 14



**LEGEND**

- OVERHEAD ELECTRIC
- SANITARY SEWER
- WATER LINE
- AT&T PHONE LINE
- 5" CHALKLINE FENCE
- 5' WOOD FENCE
- 4" BAMB WIRE FENCE
- W = WATER VALVE
- W = WATER METER
- ROP = REINFORCED CONCRETE PIPE
- N.S. = NEAR SIDE
- F.S. = FAR SIDE
- SAN. S.W. = SANITARY SEWER
- STIM. S.W. = STIMULATED SEWER
- CL = CLAY ANCHOR
- PO = POWER POLE
- SH = SIGN






**811** Know what's below.  
Call before you dig.

T.B.M.  
MAG NAIL IN ASPHALT @  
INTERSECTION OF  
PHELAN BLVD. & KEITH ROAD  
C-342821336  
ELEV = 31.54

Rev	Revision/Date	Sheet
1	Permit	12/30

**CITY OF BEAUMONT, TEXAS**  
**KEITH ROAD 16" - WATERLINE**  
**(FROM PHELAN BLVD. TO DISHMAN ROAD)**



*Beaumont*  
 12-30-2016

**BEAUMONT**  
 City of Beaumont

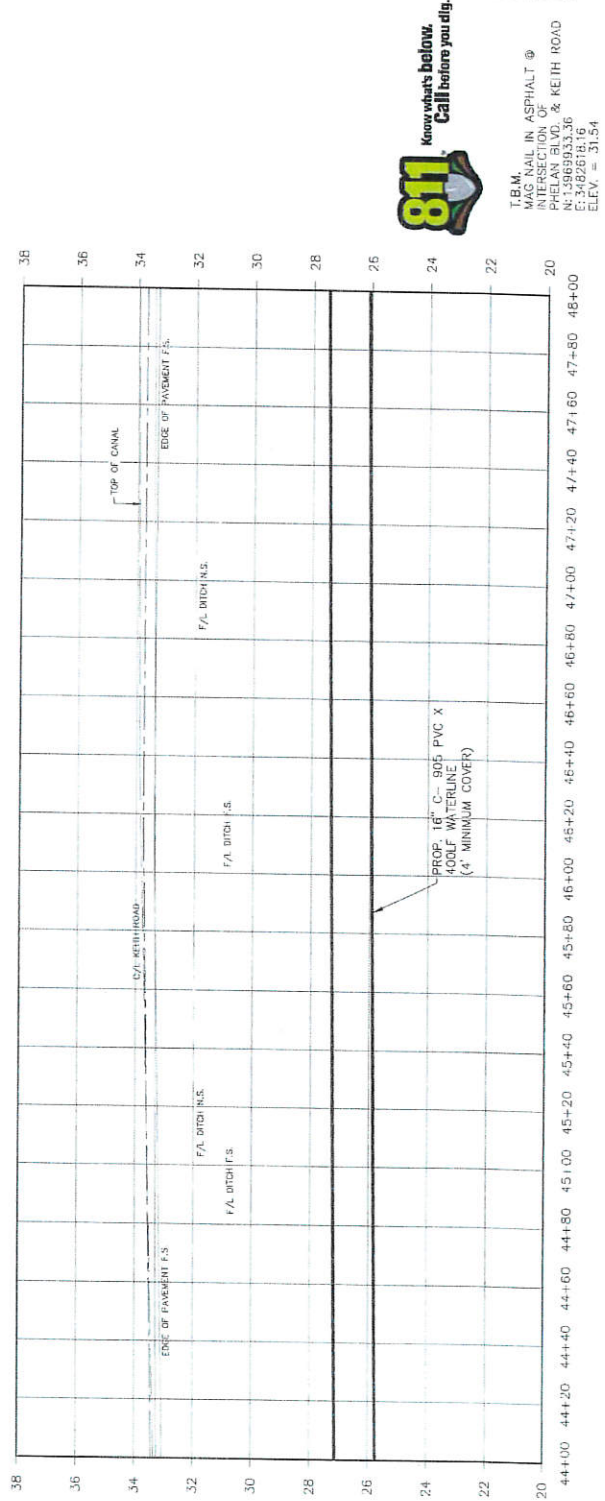
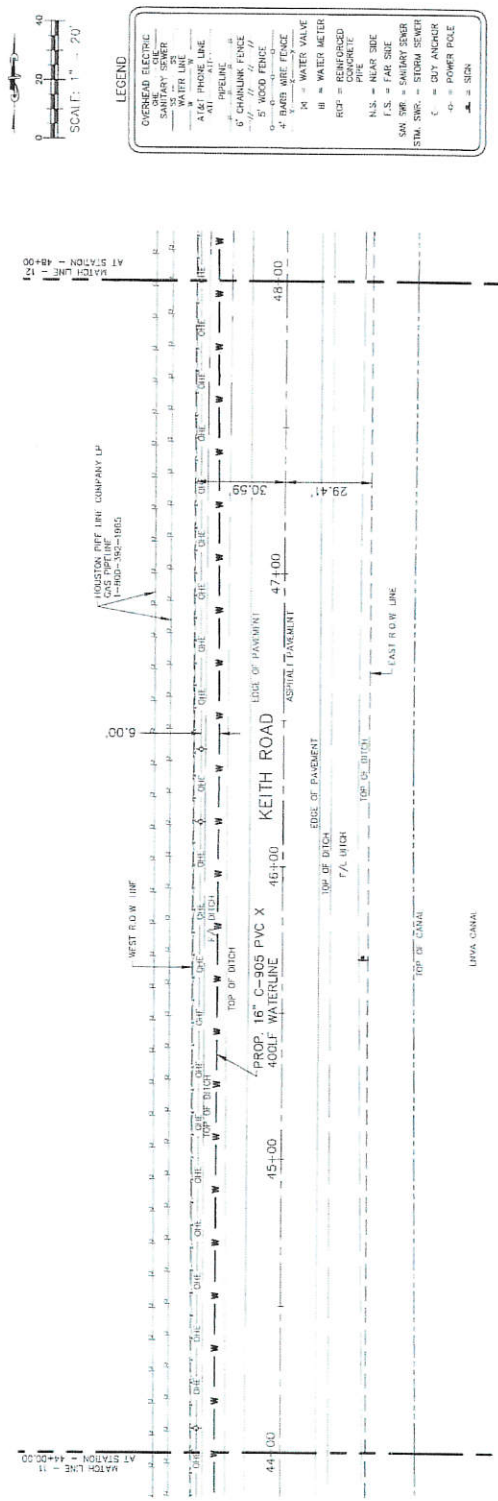
**WATER PLAN**

**KEITH ROAD**

STA. 44+00 TO 48+00

SHEET 12 OF 19

DATE	SCALE	DATE	SCALE	DATE	SCALE
10/4/2016	1" = 20'	10/4/2016	1" = 20'	10/4/2016	1" = 20'





T.B.M.  
MAG NAIL IN ASPHALT @  
INTERSECTION OF  
PHELAN BLVD. & KEITH ROAD  
N: 13969933.36  
E: 3482618.16  
ELEV. = 31.54



CITY OF BEAUMONT, TEXAS  
KEITH ROAD 16" - WATERLINE  
(FROM PHELAN BLVD. TO DISHMAN ROAD)



Amelia Villanueva  
12-30-2014

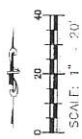
**BEAUMONT**  
City of Beaumont

WATER  
PLAN

KEITH ROAD

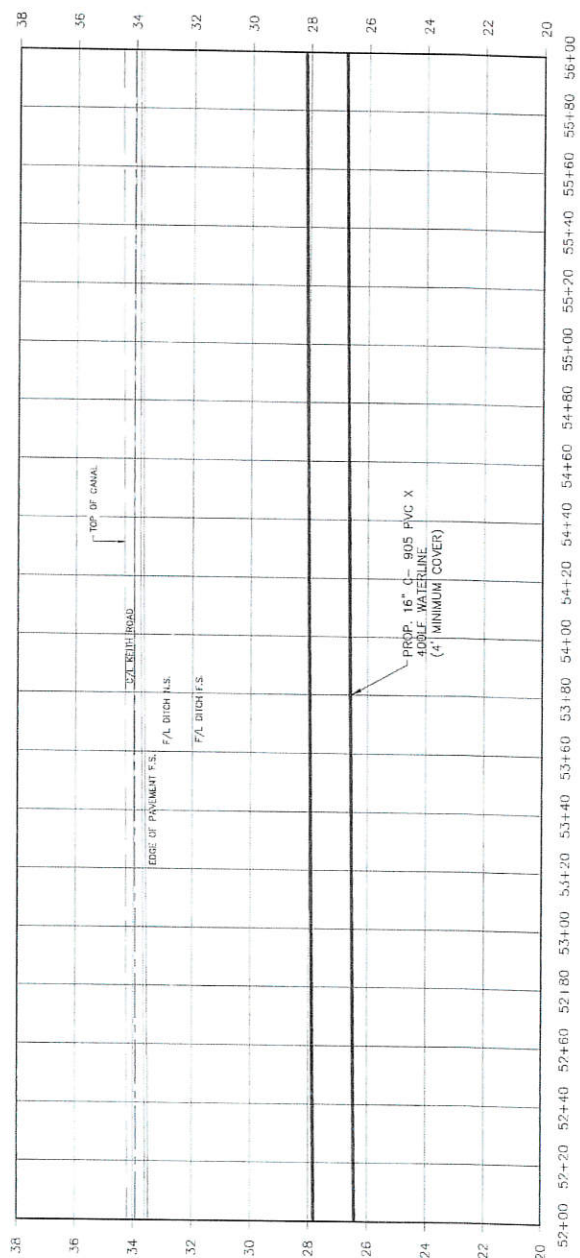
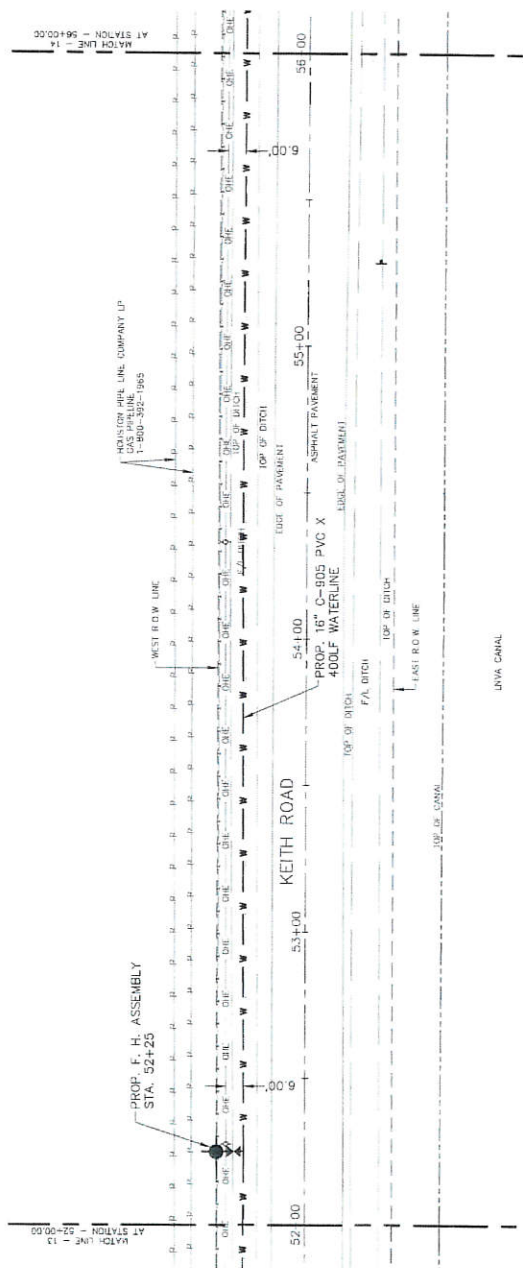
STA. 52+00 TO 56+00  
SHEET 14 OF 19

EST. DESIGNED	CHK. BY	DATE	SCALE	SHEET NO.
10/4/2016	10/4/2016	10/4/2016	1" = 20'	17



LEGEND

- OVERHEAD TAPPING  
 WIRE ON  
 SANITARY SEWER  
 WATER LINE  
 A&T PHONE LINE  
 PIPELINE  
 6" CHARLARK FENCE  
 4" WOOD FENCE  
 4" B&B WIRE FENCE  
 5" = WATER VALVE  
 5" = WATER METER  
 R24" = REINFORCED  
 CONCRETE  
 A.S. = NEAR SIDE  
 F.S. = F&H SIDE  
 SAN SEW. = SANITARY SEWER  
 STD. SING. = STORM SEWER  
 GUY ANCHOR  
 POWER POLE  
 SIGN



**Know what's below.  
Call before you dig.**

T.B.M.  
MAG NAIL IN ASPHALT @  
INTERSECTION OF PHELAN BLVD.  
& KEITH ROAD  
N: 13989933.36  
E: 3482618.16  
ELEV. = 31.54

Cynthia  
 Villanueva  
 12-30-2011

**BEAUMONT**  
City of Beaumont

WATER  
PLAN

KEITH ROAD

TA. 56+00 TO 60+00

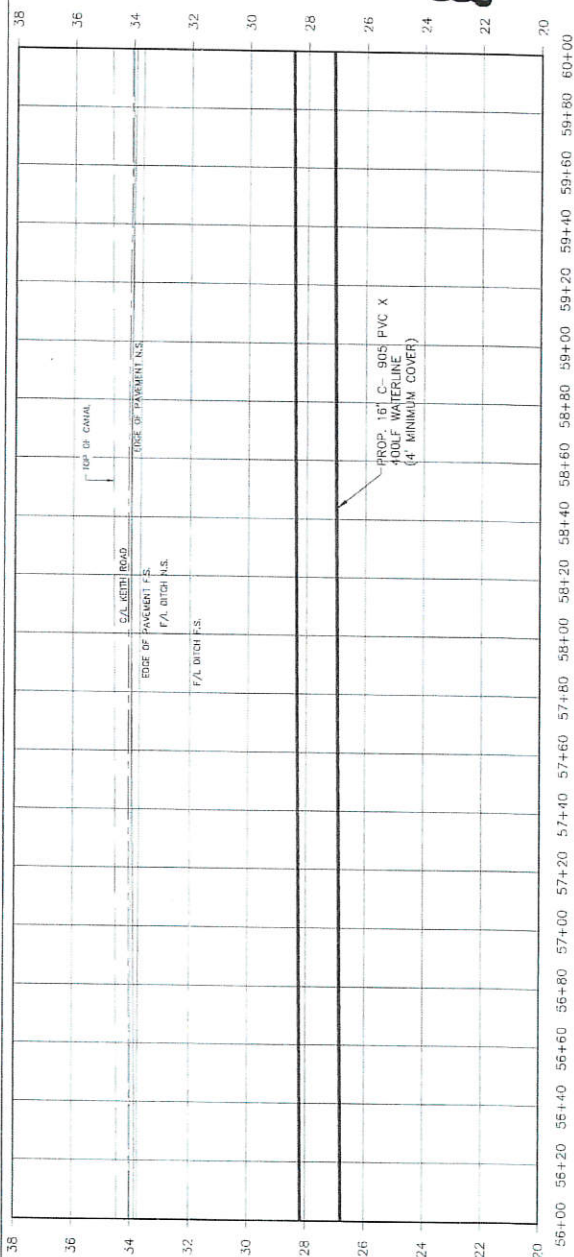
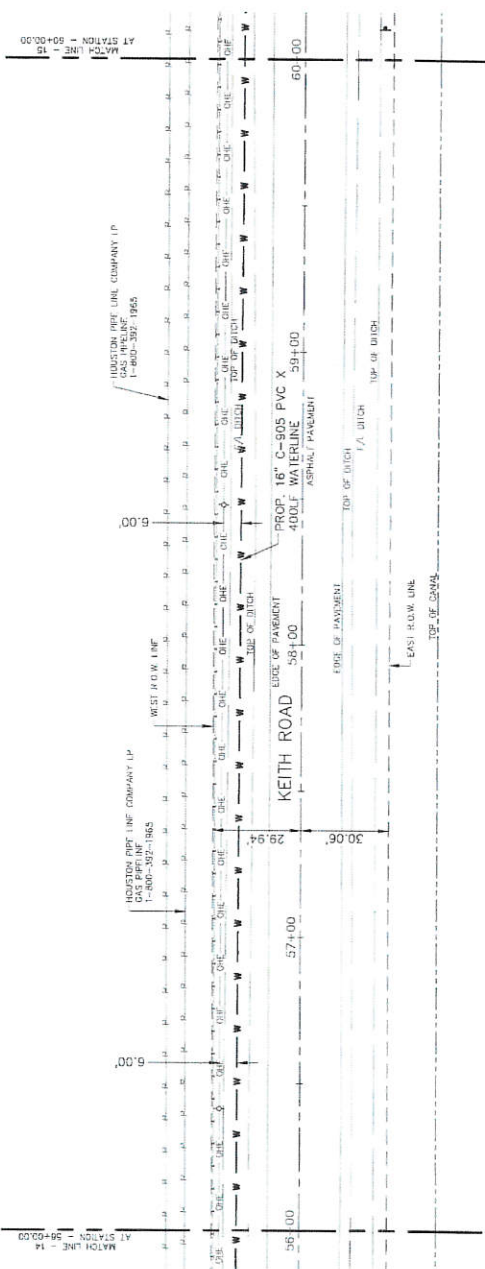
SHEET 15 OF 19

DATE: 10/4/2016	SCALE: 1" = 20'	SHEET NO. 18	REV:
DATE: 10/4/2016	SCALE: 1" = 20'	SHEET NO. 18	REV:

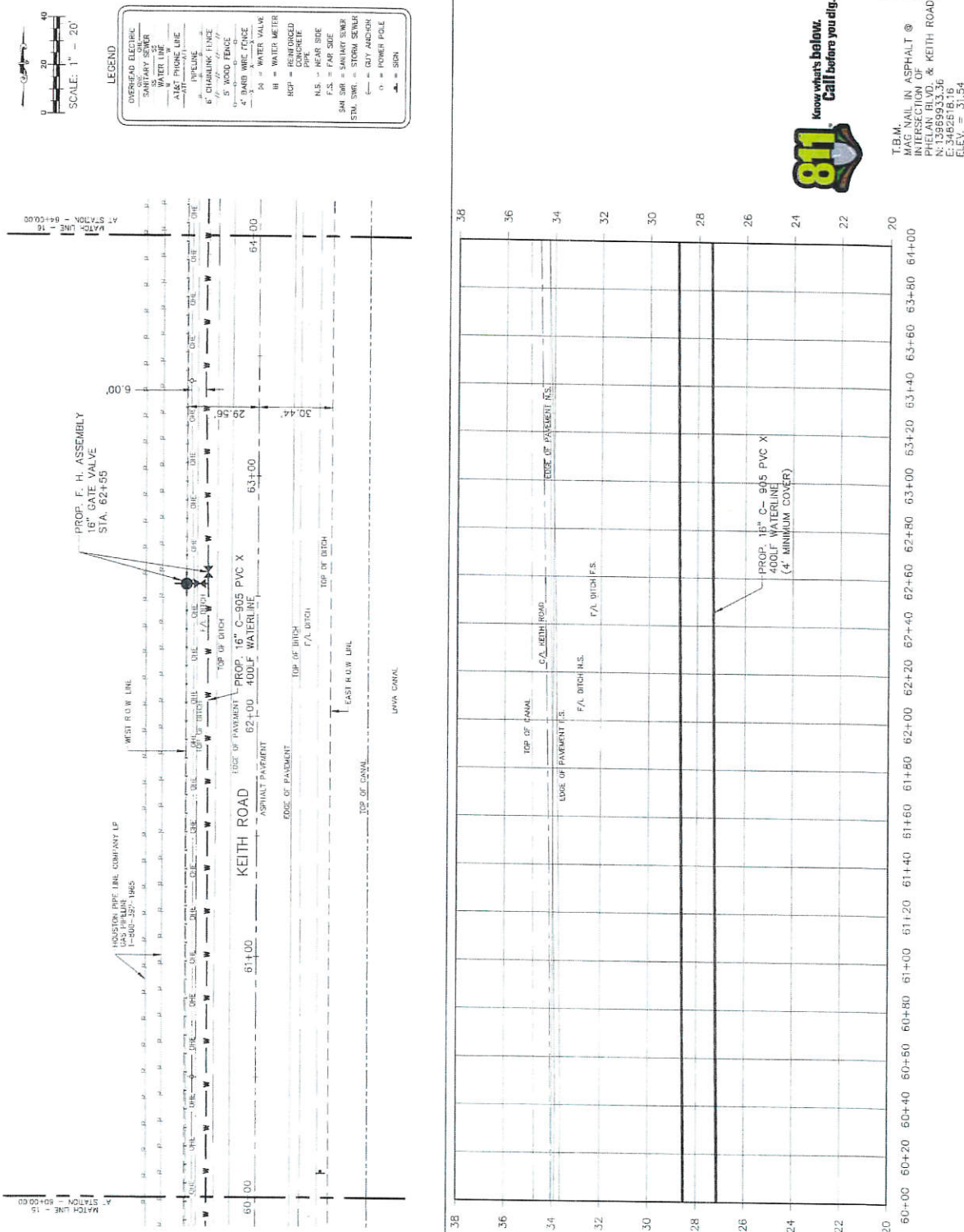


LEGEND

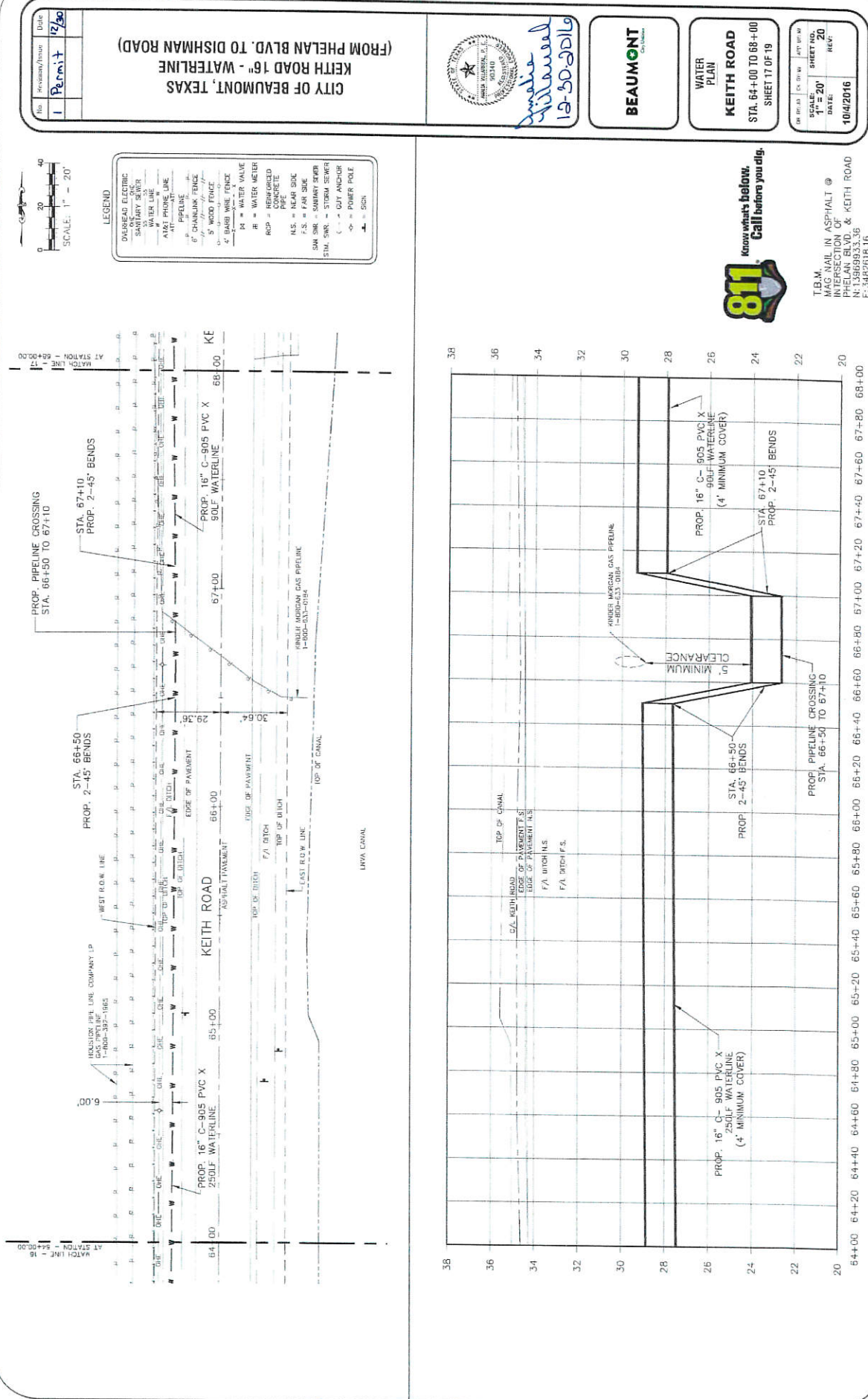
OVERHEAD ELECTRIC	30
WATER LINE	35
SAINTARY SINKER	40
AT&T PHONE LINE	45
PIPELINE	50
6" CHAINLINK FENCE	55
5" WOOD FENCE	60
4" DASH WOOD FENCE	65
WATER VALVE	70
WATER METER	75
REINFORCED CONCRETE PIPE	80
N.S. = NEAR SIDE	85
F.S. = FAR SIDE	90
SINK SINK	95
SAINTARY SINKER	100
STORM SINKER	105
OUT ANCHOR	110
POWER POLE	115



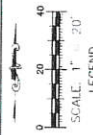
T.B.M.  
MAG NAIL IN ASPHALT @  
INTERSECTION OF  
PHELAN BLVD. & KEITH ROAD  
N: 13969933.36  
E: 3482618.16  
ELEV. = 31.54





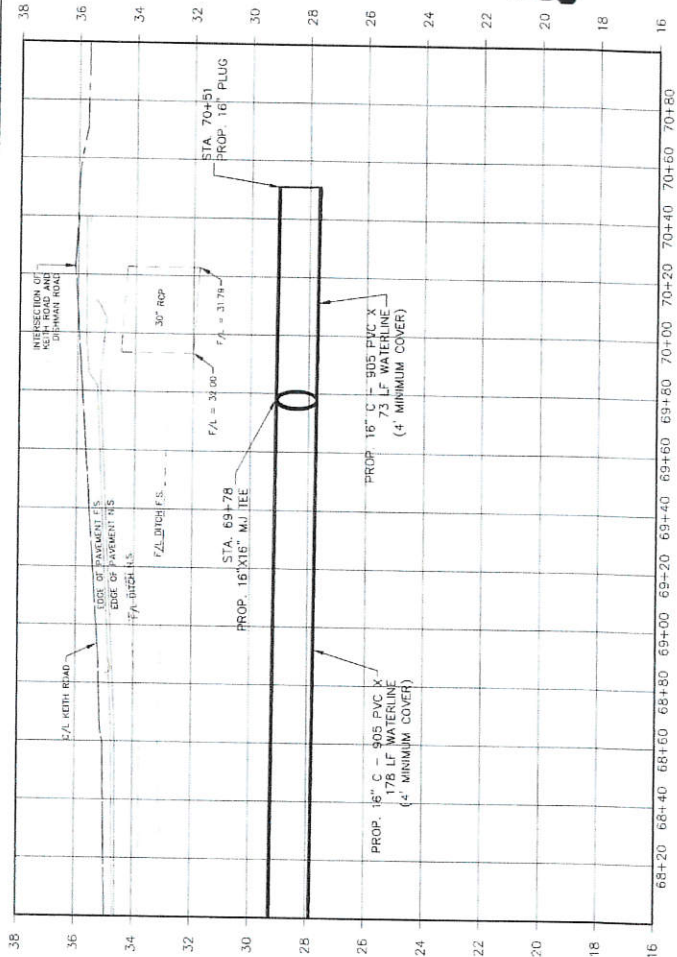
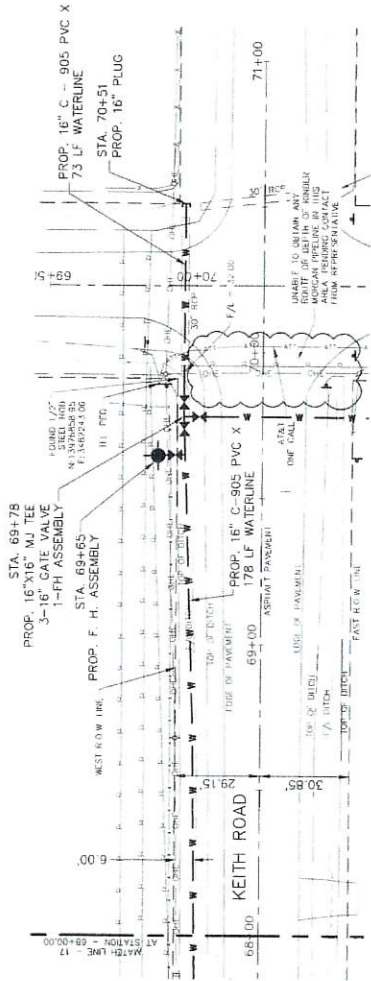






**LEGEND**

OVERHEAD ELECTRIC	—
SANITARY SEWER	—
WATER LINE	—
AT&T PHONE LINE	—
PIPELINE	—
5' CHANNEL FENCE	—
5' WOOD FENCE	—
4' BARS WIRE FENCE	—
RI = WATER VALVE	—
RI = WATER METER	—
RCI = REINFORCED CONCRETE	—
N.S. = NEAR SIDE	—
F.S. = FAR SIDE	—
SAN. SM. = SANITARY SINK	—
STW. SM. = STORM SINK	—
— = DUTY ANCHOR	—
— = POWER POLE	—
— = SIGN	—



CITY OF BEAUMONT, TEXAS  
KEITH ROAD 16" - WATERLINE  
(FROM PHELAN BLVD. TO DISHMAN ROAD)



*William*  
12-30-16

**BEAUMONT**  
Engineering

**WATER PLAN**  
**KEITH ROAD**  
STA. 68+00 TO 70+40  
SHEET 18 OF 19

SCALE: HORIZ. 1" = 20' VERT. 1" = 20'  
DATE: 10/4/2016  
SHEET NO. 21  
INVT.



T.B.M.  
MAG NAIL IN ASPHALT @  
INTERSECTION OF  
N. DISHMAN BLVD. & KEITH ROAD  
N 1348268.16  
E 3482618.16  
ELEV. = 31.54

No.	Revision/Issue	Date
1	Permit	12/30

CITY OF BEAUMONT, TEXAS  
KEITH ROAD 16" - WATERLINE  
(FROM PHELAN BLVD. TO DISHMAN ROAD)



*Amelia Villanar*  
12-30-2016

BEAUMONT  
City of Beaumont

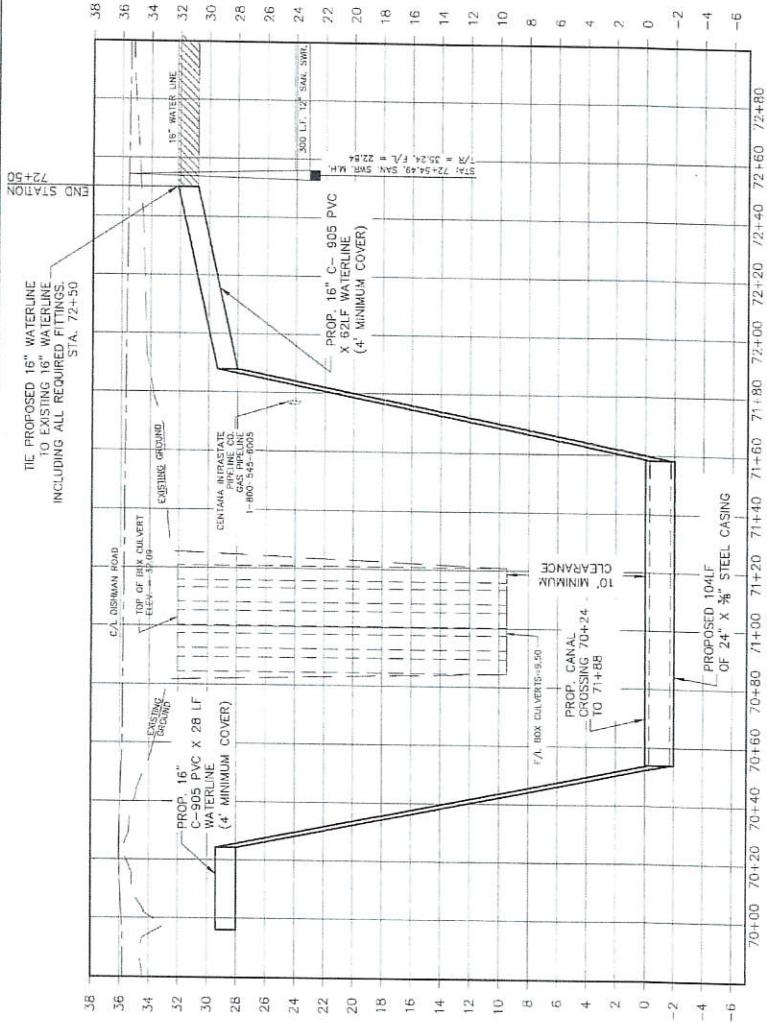
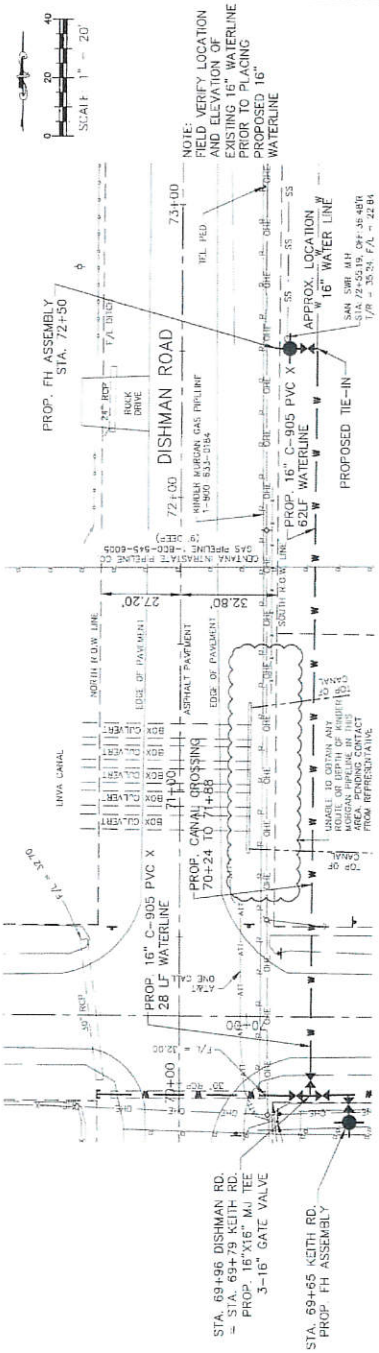
WATER  
PLAN

DISHMAN ROAD  
STA. 69+90 TO 73+00  
SHEET 19 OF 19

SCALE	SHEET NO.
1" = 20'	22
DATE	REV.
12/27/2016	

LEGEND


- OVERHEAD LIGHTING
- SANITARY SEWER
- WATER LINE
- AT&T PHONE LINE
- ALL
- PIPELINE
- CONCRETE FENCE
- 5' WOOD FENCE
- 4' SAND WIRE FENCE
- 3" = WATER VALVE
- W = WATER METER
- RP = CONCRETE
- N.S. = NEAR SUD
- F.S. = FAR SUD
- SAN. SWR. = SANITARY SEWER
- STW. SWR. = STORM SEWER
- C = DAY ANCHOR
- = POWER POLE
- ▲ = SIGN

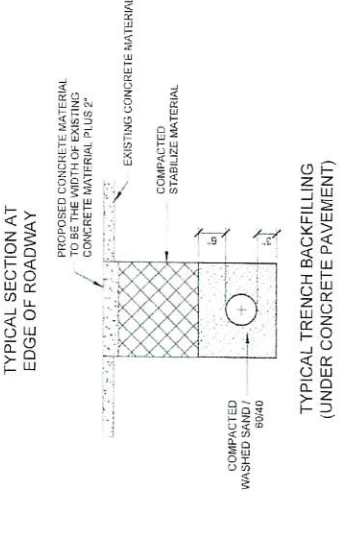
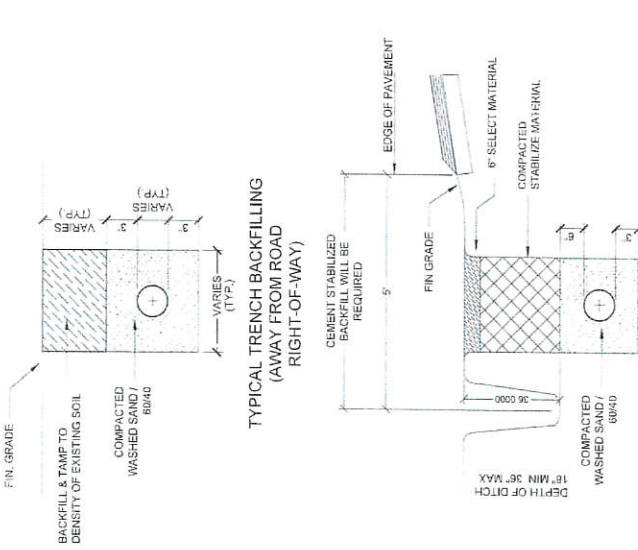
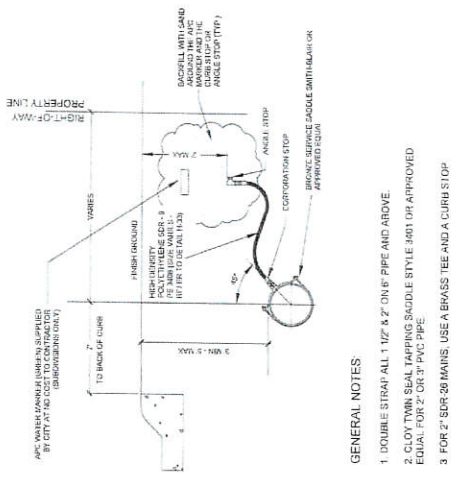
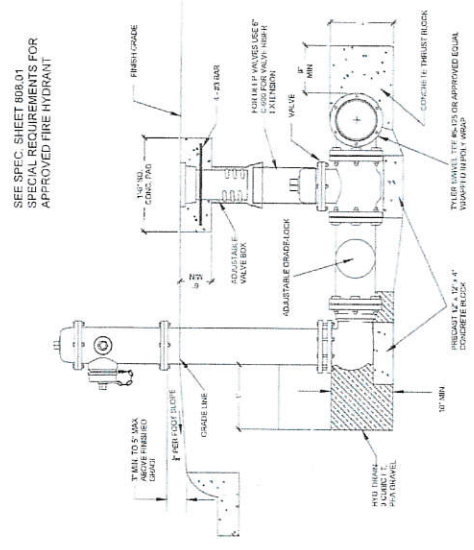
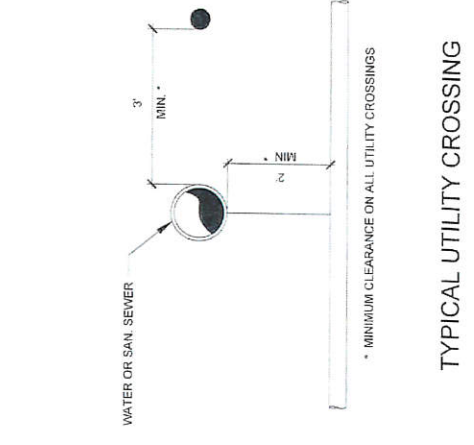
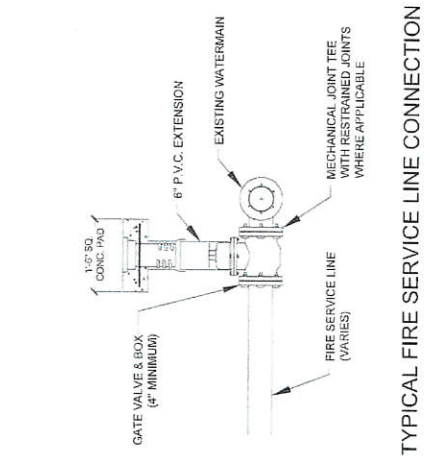


T.B.M.  
MARKER IN ASPHALT @  
INTERSECTION OF  
PHELAN BLVD. & KEITH ROAD  
N: 13969833.36  
E: 3482618.16  
ELEV. = 31.54





No. 1 Permit	Recd./Issued 12/15/16	Index 12/15/16	CITY OF BEAUMONT, TEXAS KEITH ROAD 16" - WATERLINE (FROM PHELAN BLVD. TO DISHMAN ROAD)	 12-30-2016	<b>BEAUMONT</b> <small>City of Beaumont</small>	<b>WATER DETAILS</b> <b>KEITH ROAD</b> SHEET 2 OF 3	SCALE: 1" = 10' DATE: 10/12/2016
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**TYPICAL ROAD & TRENCH BACKFILLING**

- GENERAL NOTES**
1. DOUBLE STRUT ALL 1 1/2" & 2" ON 6" PIPE AND ABOVE.
  2. CLOUTY TWIN SEAL TAPPING SADDLE STYLE 3001 OR APPROVED EQUAL FOR 2" OR 3" P.V.C. PIPE.
  3. FOR 2" SDR 35 MAINS, USE A BRASS TEE AND A CURB STOP.



No.	1	Revision/Issue	Permit	Date	12/30
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**CITY OF BEAUMONT, TEXAS**  
**KEITH ROAD 16" - WATERLINE**  
**(FROM PHELAN BLVD. TO DISHMAN ROAD)**

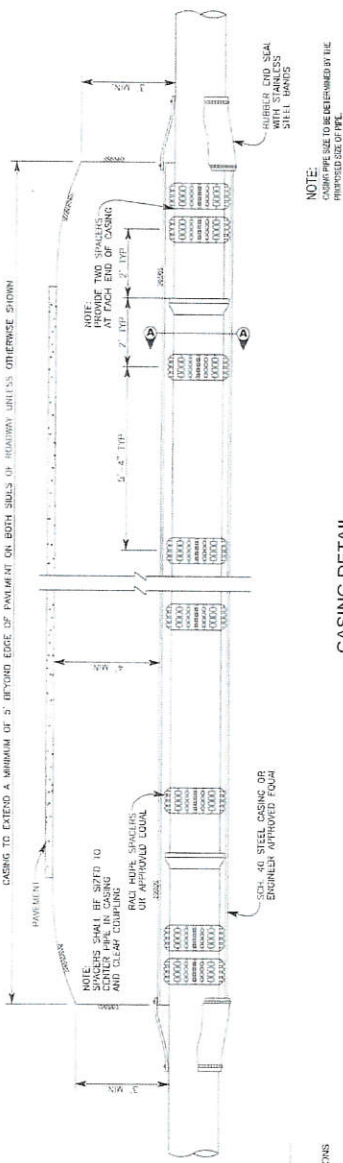


*Beaumont*  
12-30-2016

**BEAUMONT**  
City of Beaumont

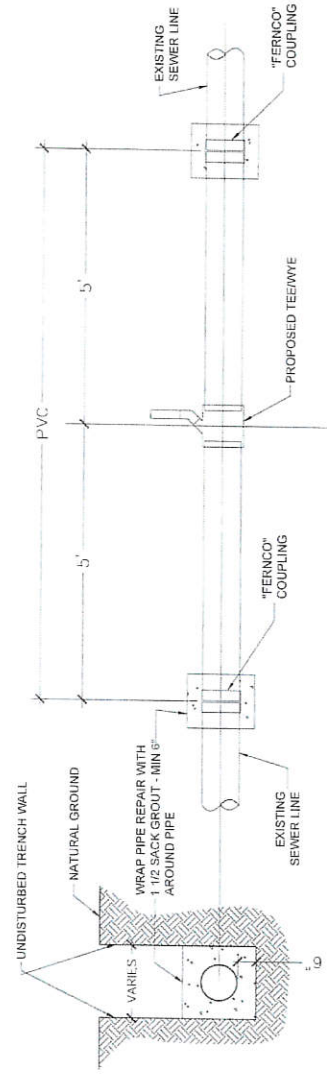
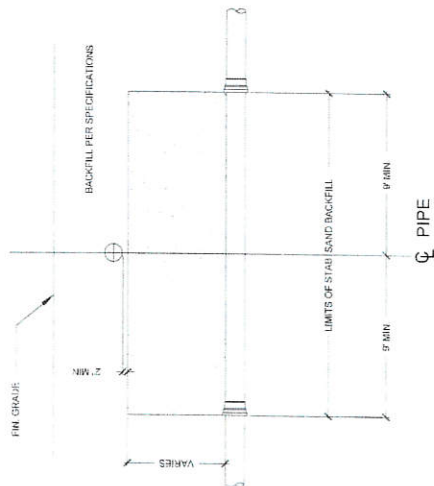
Scale:	NTS	Sheet No.	25
Date:	10/12/2016	Drawn By:	HW

SHEET 3 OF 3



**CASING DETAIL  
(TUNNEL CONSTRUCTION)**

**TYPICAL CASING DETAIL**



NOTE: WHEN CUTTING IN A WYE OR TEE ON THE MAIN SEWER LINE REPLACE 5 FT OF EXISTING MAIN LINE ON EACH SIDE OF THE WYE OR TEE AND WRAP WITH GROUT 6" AROUND PIPE

**END VIEW**

**MAIN LINE REPAIR DETAIL**

14a  
14b



**BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:**

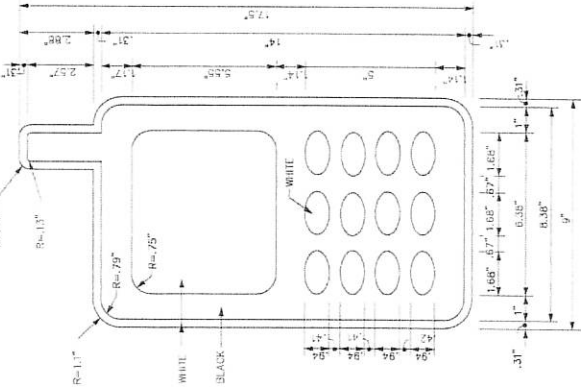
1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets must not exceed the requirements shown in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
2. The design and construction of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects about, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work area appears continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets. The TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the Standard Highway Sign Designs for Texas, latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT! TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edge-line rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

**WORKER SAFETY APPAREL NOTES:**

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISFA, "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



3.0" Radius, 1.25" Border, 0.75" Inset, Black on Yellow,  
[STAY ALERT] Vert. B  
3.0" Radius, 1.25" Border, 0.75" Inset, Black on Orange,  
[TALK OR TEXT LATER] Vert. C specified length.




**SIGN DETAIL (G20-10T)**

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCL) describes pre-qualified products and their sources and may be found on line at the web address given below or by contacting:

Texas Department of Transportation  
Traffic Operations Division -- TE  
Phone (512) 416-3115

SHEET 1 OF 12



Texas Department of Transportation

Traffic Operations Standard

**BARRICADE AND CONSTRUCTION  
GENERAL NOTES  
AND REQUIREMENTS**

**BC(1)-14**

REV	DATE	BY	CHKD	APP'D	DESCRIPTION
1	05/01/07	05/01/07	05/01/07	05/01/07	05/01/07
2	05/01/07	05/01/07	05/01/07	05/01/07	05/01/07
3	05/01/07	05/01/07	05/01/07	05/01/07	05/01/07
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18	05/01/07	05/01/07	05/01/07	05/01/07	05/01/07
19	05/01/07	05/01/07	05/01/07	05/01/07	05/01/07
20	05/01/07	05/01/07	05/01/07	05/01/07	05/01/07

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT <a href="http://www.txdot.gov">http://www.txdot.gov</a>	
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCL)	
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)	
MATERIAL PRODUCER LIST (MPL)	
ROADWAY DESIGN MANUAL -- SEE "MANUALS (ONLINE MANUALS)"	
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)	
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)	
TRAFFIC ENGINEERING STANDARD SHEETS	

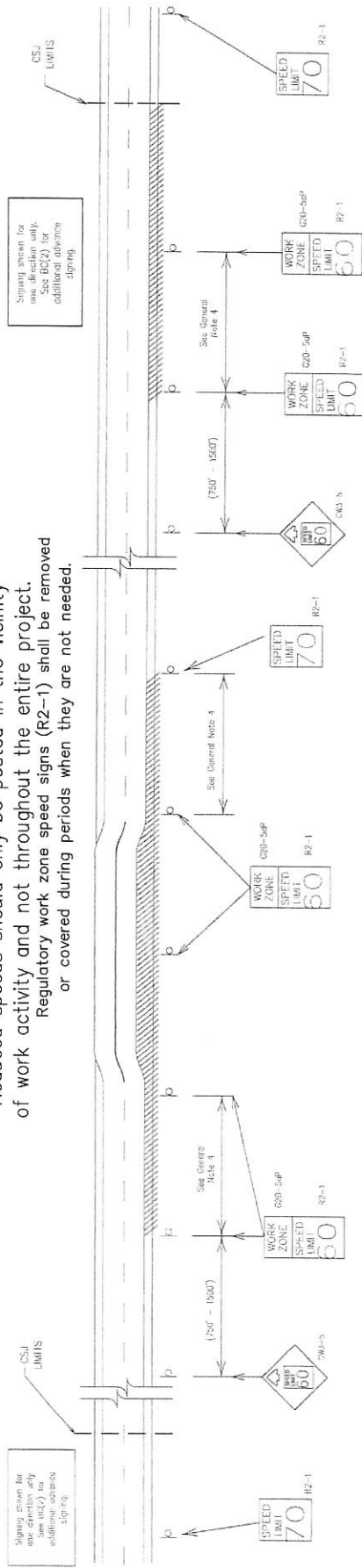




# TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within incorporated city limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



## GUIDANCE FOR USE:

### LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometries with a lower design speed are present in the work zone and modification of the geometries to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present.

Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- a) rough road or damaged pavement surface
- b) substantial alteration of roadway geometrics (diversions)
- c) construction activities
- d) grade
- e) earth

f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

### SHORT TERM WORK ZONE SPEED LIMITS

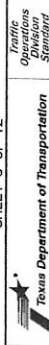
This type of work zone speed limit may be included on the design of the traffic control plans when work activity is present, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present, when work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

## GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
  2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
  3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
  4. Frequency of work zone speed limit signs should be:
    - A. 40 mph and greater 0.2 to 2 miles
    - B. 35 mph and less 0.2 to 1 mile
  5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheet" on BC(3)).
  6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (C20-54P), "WORK ZONE" (C20-54P) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to item 502.
  7. Turning signs from view, using signs over or down will not be allowed, unless an alternative noted under "ALLOWING FOR COVERTING" on BC(4).
  8. Techniques that may help reduce traffic speeds include but are not limited to:
    - A. Law enforcement.
    - B. Hogger stationed next to sign.
    - C. Portable changeable message sign (PCMS).
    - D. Low-power (dome) radar transmitter.
    - E. Speed monitor trailers or signs.
  9. Speeds shown on details above are for illustration only.
- Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work zone speed limit signs and factors impacting allowable regulatory construction speed zone reduction see 14001 item #204 in the 14001 e-team system.

SHEET 3 OF 12

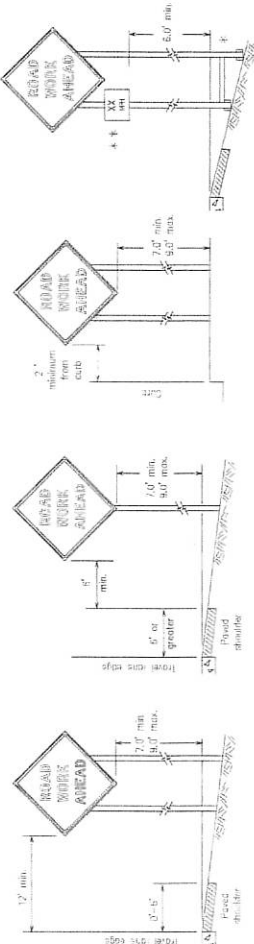


## BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

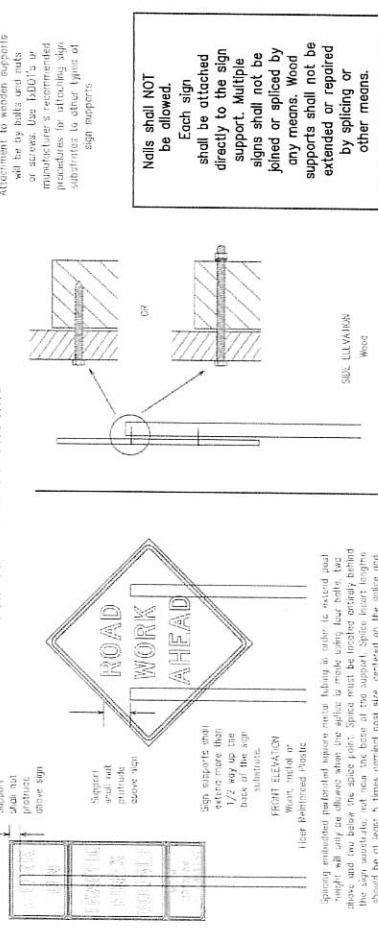
DATE	BY	CHKD	APP'D	REV	NO.
8/14/07	November 2002	CPN	BC(3)	ADP	14001
9/17	8-14	CPN	BC(3)	ADP	14001
7-13		CPN	BC(3)	ADP	14001

### TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



When peeing skis supports an uneven ground, the leg post lengths must be adjusted so the skis appears straight and parallel. Objects radii will be placed under skids as a means of leveling.

## ATTACHMENT FOR SIGN SUPPORTS



at to wooden supports by bolts and nuts. Use 1500's or manufacturer's recommended sizes for attaching sign boxes to other types of sign supports.

Nails shall NOT be allowed.

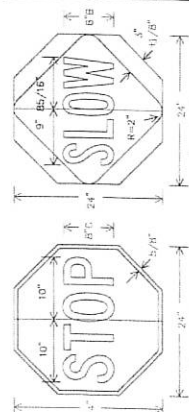
Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS

- personnel signs up and used to give access to traffic logs or recordings, and attention to conditions that are potentially hazardous to traffic operations, signs route deviations, shell-shocks, injuries, detours, services, ports of interest, and other geographical, intellectual, or cultural information. Those processing incoming e-mail notices find the same, if not better, role when permanent regulatory or warning signs conflict with new new conditions, reverse or confirm the permanent signs and the permanent sign message indicates the railway condition.
- When a permanent sign is not shown and indicated due to construction or other reasons, the sign should be visible immediately at the location. If a warning sign can be removed as their original supports, they and the resulting construction signs shown on the SAP Standard sheets. The signs should meet the required mounting height shown on the SAP Sheets or the SAP Standard sheets and be used to make the appropriate sign plan for the permanent signs.
- If permanent signs are to be removed and replaced using temporary supports, the Contractor shall use emergency supports as shown in the SAP sheets or the SAP Standard sheets. The signs should meet the required mounting height shown on the SAP Sheets or the SAP Standard sheets. The signs should be used to make the appropriate sign plan for the permanent signs.
- Any sign or traffic control device that is stolen or damaged by the Contractor or his/her subcontractor applicant shall be replaced as soon as possible by the Contractor. To ensure proper placement for the replacement, the sign should be replaced within 30 days.

## STOP /SI OW BARRIES

1. STOP/SLOW paddies are the primary method to control traffic. By keeping the STOP/SLOW paddies size around the 14" x 24" size and using them in the correct manner, you can control traffic.
2. When used at night, the STOP/SLOW paddle shall be illuminated.
3. STOP/SLOW paddies may be attached to a staff with a minimum length of 6' to the bottom of the STOP.
4. Any flags incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03.1000. Sample faces are in the Appendix.



## GENERAL NOTES FOR WORK ZONE SIGNS

- [illegible]

## SIGN MOUNTING HEIGHT

2. The letters of Short Term/Intermediate signs shall be a minimum of 1 inch above the pavement surface but no more than 2 feet above the ground.
  3. Any term/intermediate term signs may be used in a line of Short-term/Short duration signing.
  4. The letters of Long Term/Long duration signs shall be at least 7 feet, but not more than 12 feet, above the pavement surface and shall be removed at the end of the workday or raised to appropriate long term/intermediate sign height.
  5. Regulatory signs shall be mounted at least 7 feet, but not more than 3 feet, above the paved surface regardless of work duration.
- SIZE OF SIGNS**
1. The Contractor shall furnish the sign size shown on the (2) sheets otherwise shown in the plans or as directed by the Engineer.
- SIGN SUBSTITUTES**
1. When the signs, the sign substitute is installed in accordance with the manufacturer's recommendations for the type of sign.
2. The sign shall be replaced with the C-4022 sign.
3. "A" and "B" signs are not approved sign substitutes, regardless of the typeface of the message.
4. All warning triangular signs substituted for B or more, shall have one or more plywood cut, 1/2" thick, 6' wide.
5. In the case of the sign and reflecting unit across the sign, the sheet shall be attached to the rear of the sign using four corner bolts. The bolts shall be placed on both sides of the sign and spaced 6" apart.
6. The Engineer may approve other methods of installing the sign.

## REFLECTIVE SHI

- PERSON LETTERS**
- All signs shall be retroreflective and conform to the color and retro-reflectivity requirements of DMV-15020 (1995) and as published in the "Standard Highway Sign Design for Texas" (1995). Signs letters and numbers shall be of white sheeting, meeting the requirements of DMV-9300 Type A, and be used for signs with a red background.
- Orange sheeting, meeting the requirements of DMV-9300 Type B, or Type N, shall be used for right signs with orange backgrounds.
- All signs letters and numbers shall be clear, and open (without type) uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" (1995). Signs letters and numbers shall be of white sheeting, meeting the requirements of DMV-9300 Type A, and be used for signs with a red background.
- Orange sheeting, meeting the requirements of DMV-9300 Type B, or Type N, shall be used for right signs with orange backgrounds.

## REMOVING OR C

- When sign messages may be considered if do not apply, the signs will be removed or completely covered.
- Long-term stationary or intermediate stationary signs installed on separate rural main travelway may be turned away from traffic. 60 mph areas may be considered for removal.
- This section may not be used for signs installed in the median of divided highways or near any intersections, unless the signs are removed.
- Signs installed on entrance roads shall be turned at 90 degrees to the roadway. These signs should be removed or completely covered when not required.
- When signs are covered, the material used shall be opaque, such as heavy oil cloth plastic, or other materials which will cover the sign and NOT be used to cover signs.
- Turn and NOT be used to cover signs.
- Each type or other advance material shall NOT be placed in a sign box.

... Signs and symptoms

- These sign supports require the use of weights to keep them from falling over. The use of sandbags with 4 lb. connections must be used. The sandbags will be tied onto the sand from sealing and to maintain a constant weight. Steel, concrete, iron, steel or other solid objects will not be permitted.

Sandbags show  
how close we are to  
the water.

- [illegible]

sign supports  
AGS ON SIGNS

- Finger may be used to draw attention to warning signs. When used the finger shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Finger shall not be allowed to cover any portion of















TYPE 3 BARRICADES

1. Refer to the Compliance Work Zone Traffic Control Devices List (WC/CD) for details on the Type 3 barricades and a list of all materials used in the construction of Type 3 barricades.
2. Barricades shall be used at the entrance and exit of construction projects closed to all traffic.
3. Barricades shall be used in a roadway where traffic must stop and where no turns are permitted at the center of the barricade.
4. Barricades shall be used in a roadway where traffic must stop and where no turns are permitted at the center of the barricade.
5. Barricades shall be used in a roadway where traffic must stop and where no turns are permitted at the center of the barricade.
6. Barricades shall be used in a roadway where traffic must stop and where no turns are permitted at the center of the barricade.
7. Barricades shall be used in a roadway where traffic must stop and where no turns are permitted at the center of the barricade.
8. Barricades shall be used in a roadway where traffic must stop and where no turns are permitted at the center of the barricade.
9. Barricades shall be used in a roadway where traffic must stop and where no turns are permitted at the center of the barricade.
10. Barricades shall be used in a roadway where traffic must stop and where no turns are permitted at the center of the barricade.

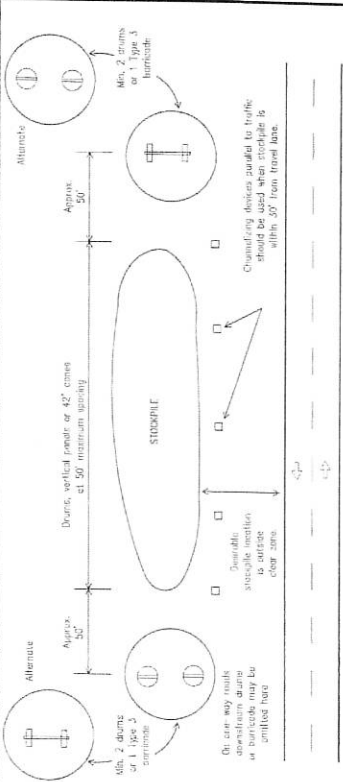
Barricades shall NOT be used as a sign support.



TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

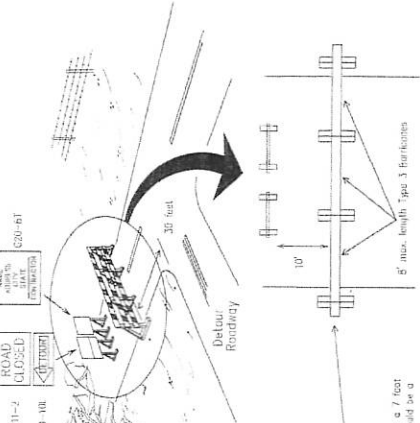
Signs may be placed on the back of the barricade, but no more than 12 inches from the back of the barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



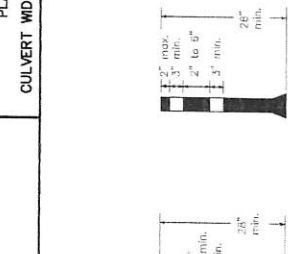
TRAFFIC CONTROL FOR MATERIAL STOCKPILES

PERSPECTIVE VIEW



TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION

PLAN VIEW



CONES

One-Piece cones

28" cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

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## REMOVAL OF PAVEMENT MARKINGS

1. Payment markings shall use no unique graphical, visual, tactile, or auditory (e.g., raised, embossed, textured, or tactile) design or other distinct portion of the marking, and shall be removed or obliterated before the marking is applied to the plate.
2. The above shall not apply to designs in place for less than three days, when shapers and/or other decorative devices are used in the marking to achieve the desired appearance.
3. Payment markings shall be removed to the fullest extent possible, so as not to leave a discernible marking. This shall be by any method that does not require more than 677 for "Eliminating Existing Payment Markings and Markings."
4. The removal of payment markings may require machining or sand blasting portions of the roadway to be marked in Item 677.
5. Subject to the approval of the engineer, any method that proves to be successful as a national type payment may be used.
6. When clearing may be used but will not be required unless specifically shown in the plans.
7. Over-planing of the markings SHALL NOT be permitted.
8. Removal of road payment markings shall be as directed by the Engineer.
9. Removal of existing payment markings and markers shall be paid for directly as accordance with Item 677, "ELIMINATING EXISTING PAYMENT MARKINGS AND MARKETS," unless otherwise noted in the plans.
10. Back cut marking may be used to cover conflicting existing markings for periods less than one week from approved by the Engineer.

## RAISED PAVEMENT MARKERS

- Based payment markets are to be placed according to the pattern in BG(2).

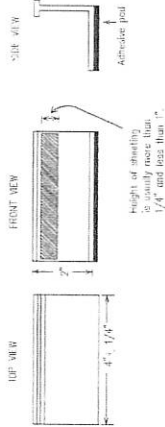
## PREFABRICATED PAVEMENT MARKINGS

- Remanufactured/retailed pavement\* markings shall meet the requirements of DMS-674).

## MAINTAINING WORK ZONE PAVEMENT MARKINGS

- The Committee will be responsible for "negotiating with zero payment" during the next month.
- Mr. Newsum's meeting deal is expected to be completed with the frequency and reporting requirements of some new traffic control device regulations as required by Item 39.
- The meeting should provide a viable evidence for a minimum duration of 30 days during normal daylight hours and will then when announced by the committee to the main highway at night, after night driving is reduced by highway agencies.
- Ministry's failure to meet this criteria will the first 30 days after placement will be required at the expense of the Committee as per Specification Item 662.

## Temporary Flexible—Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE  
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER  
TABS TO THE PAVEMENT SURFACE

- [illegible]

## RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Rolled pavement markers shall be from the approved product list, and meet the requirements of DMS-4788.
2. All temporary construction related pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material not applied or fully rubber pad to all surfaces, or thermoplastic for concrete surfaces.

Guidelines shall be designated as:  
YELLOW -- (two amber reflective surfaces with yellow body).  
WHITE -- (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS
FAVORITE MARKERS (DETACHED/LIGHT)
DMS-4200
DMS-4300
TRAFFIC BUILTINS
DMS-6100
EPOXY AND ADHESIVES
THERMOSE ADHESIVE FOR PAVEMENT MARKINGS
PURCHASER PREPARED/CURED PAVEMENT MARKINGS
DMS-9240
PAVEMENT REMOVABLE, PREPARED/CURED PAVEMENT MARKINGS
DMS-9241
TEMPERARY FLEXIBLE, REFLECTIVE
RAILWAY PAINTER AIDS
DMS-9242

A list of prequalified reflective current pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer list web address shown on BIC(1).



Department of Transportation

## BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

FILE	86-1470	DATE	10-14-88	TIME	1:00	DATE	10-14-88
CITY		STATE	ZIP	HOMER		HOMER	
2-08 9 42		021		021		021	
1-02 7-13		021		021		021	
10-02 7-14		021		021		021	





# JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF ZENA STEPHENS

To: Honorable Jeff R. Branick  
Commissioner – Eddie Arnold  
Commissioner – Brent A. Weaver  
Commissioner – Michael S. Sinegal  
Commissioner – Everette D. Alfred

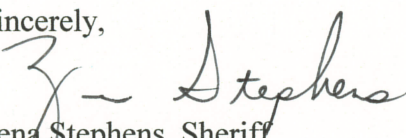
From: Jefferson County Sheriff's Office

Subject: Resolution for Retiring Deputy – Mark A. Beadle  
Agenda item for the week of January 30, 2017

Date: January 17, 2017

Consider and possibly approve a Resolution recognizing Mark A. Beadle for 29 years and 9 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and in wishing him well in his retirement.

Sincerely,

  
Zena Stephens, Sheriff  
Jefferson County, Texas





# Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 30 day of January, 2017, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, *Mark A. Beadle*, has devoted 29 years and 9 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Mark A. Beadle*, has dedicated his talents and pledged his services as a Peace Officer in the Transfer Division, taking into custody inmates ordered transferred with precautions to and from court hearings and from one facility within the prison system to another, for the Jefferson County Sheriff's Office; and

WHEREAS, *Mark A. Beadle*, has pledged his services as a Corrections Officer, a Sergeant and a Lieutenant in Book-In/Release Division at the Correctional Facility, performs manual and computer booking procedures for inmates admissions and released for the facility for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, *Mark A. Beadle*, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, *Mark A. Beadle*, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend *Mark A. Beadle*, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 30 day of January, 2017.

JUDGE JEFF R. BRANICK  
County Judge



COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



## LEASE AGREEMENT

THE STATE OF TEXAS	§	CASEY BONIN
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Casey Bonin**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **993 Hillebrandt Acres, Texas, being described as Hillebrandt Acres Lot 51, Block 1, Lot 52, Tract 2, Abstract 029250**

The Lease amount shall be **\$100.00 for five years** (\$20.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change

the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Casey Bonin, 971 Hillebrandt Acres, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

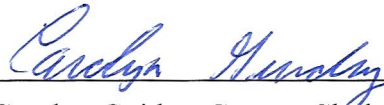
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on July 11, 2014

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **993 HILLEBRANDT ACRES, BEAUMONT, TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **993 HILLEBRANDT ACRES, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **CASEY BONIN.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

  
Signature

07/27/16  
Date

Casey Wayne Bonin  
Printed Name

991 Hillebrandt Acres  
Address Beaumont, TX 77705

409 656 8345  
Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS	§	MICHAEL BRELAND
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Michael Breland**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **10155 Baltimore, Beaumont, TX 77705**, being described as **Hillebrandt Acres North ½ Lot 1, Block 5 Abstract 029250**.
2. **10191 Baltimore, Beaumont, TX 77705**, being described as **Lot 2 Block 5 Abstract 029250 Hillebrandt Acres**.

The Lease amount shall be **\$55.00 for five years** (\$11.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

3. Permanently alter the Property without securing the prior written approval of the County;
4. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
5. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
6. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
7. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
8. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
9. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;



10. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Michael Breland, 10171 Baltimore Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

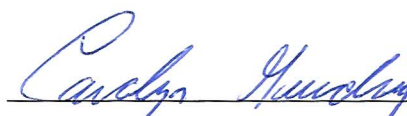
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 25, 2014.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **10155 BALTIMORE ROAD, BEAUMONT, TX, 77705, AND 10191 BALTIMORE ROAD, BEAUMONT, TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **10155 BALTIMORE ROAD, BEAUMONT, TX, 77705, AND 10191 BALTIMORE ROAD, BEAUMONT, TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **MICHAEL BRELAND.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Michael Breland  
Signature

7-29-16  
Date

Michael Breland  
Printed Name

10171 Baltimore Rd. Bmt, Tx. 77705  
Address

409-796-2009  
Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS	§	ERIC R. BRODE
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Eric R. Brode**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property."

1. **7818 FM 365, Beaumont TX, 77705, being described as Tract 3 .803 Acres 15 Orange Farms Abstract 048855 (\$1.00/year, \$5.00/5-years)**

The Lease amount shall be **\$5.00 for five years** (\$1.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Eric R. Brode, 7868 FM 365, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

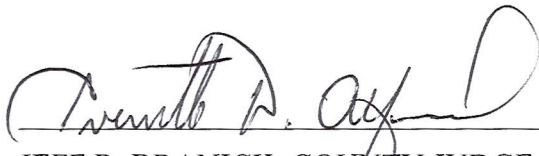
#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

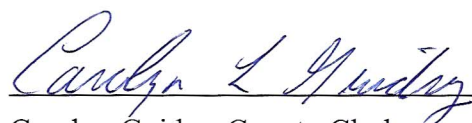
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on August 8, 2014.

  
 \_\_\_\_\_  
 - PRO TEM  
 JEFF R. BRANICK, COUNTY JUDGE

  
 \_\_\_\_\_  
 LESSEE

Attest:

  
 \_\_\_\_\_  
 Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **7818 HIGHWAY 365**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **7818 HIGHWAY 365, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **ERIC R. BRODE**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Rhonda Brode  
Signature

8/11/16  
Date

Rhonda Brode  
Printed Name

7868 Fm 365 Bmt TX 77705  
Address

409-656-8470  
Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS	§	ERIC R. BRODE
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Eric R. Brode**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property."

1. **7806 Highway 365, Beaumont, Texas, being described as Tract 4, Block 15, Orange Farms, Abstract 048855**

The Lease amount shall be **\$5.00 for five years** (\$1.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Eric R. Brode, 7868 FM 365, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

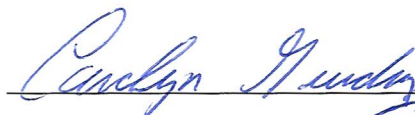
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on July 11, 2014

  
JEFF R. BRANICK, COUNTY JUDGE

  
LESSEE

Attest:

  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **7806 HIGHWAY 365**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **7806 HIGHWAY 365, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **ERIC R. BRODE**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Rhonda Brode

Signature

7/29/16

Date

Rhonda Brode

Printed Name

7868 Fm 356 Bmt TX 77705

Address

409-656-1697

Telephone Number

## LEASE AGREEMENT

<p><b>THE STATE OF TEXAS</b></p>  <p><b>COUNTY OF JEFFERSON</b></p>	<p>§</p> <p>§</p> <p>§</p>	<p><b>TERRELL BROUSSARD</b></p>
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THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Terrell Broussard**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property."

- 1. 2040 Hillebrandt Acres, Beaumont, Texas, being described as Part Tract 24 509 L Hamshire, 1.000 Section 198-B, Abstract 300509, & Part Tract 24 509L, Hamshire 10.110, Section 198, Abstract 300509**

The Lease amount shall be **\$60.00 for five years** (\$12.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;



8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."



Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Terrell Broussard, 10160 Barton Street, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

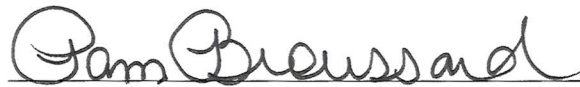
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on

July 7, 2010

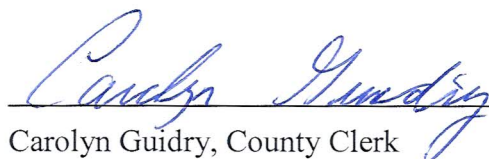


JEFF R. BRANICK, COUNTY JUDGE



LESSEE

Attest:

  
Carolyn Guidry, County Clerk



## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **2040 HILLEBRANDT ACRES**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **2040 HILLEBRANDT ACRES, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **TERRELL BROUSSARD**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Pam Broussard

Signature

7/27/16  
Date

Pam Broussard

Printed Name

10160 Barton St.  
Address Bmt, TX 77705

409-782-3991  
Telephone Number



## LEASE AGREEMENT

THE STATE OF TEXAS	§	BRUCE & JACQUELINE BUNDICK
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Bruce & Jacqueline Bundick**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property."

1. **21443 Englin Road, Beaumont, Texas, being described as Lot 31, Tract 1, and Lot 32, Tract 1, 162 Benson Abstract 004300**

The Lease amount shall be **\$1,250.00 for five years** (\$250.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### **NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Bruce & Jacqueline Bundick, 21195 Englin Road, Winnie, Texas, 77665.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

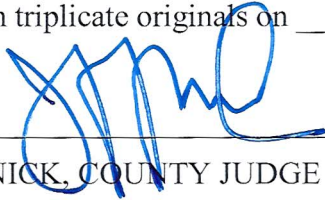
#### **SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### **MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

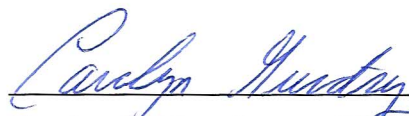
EXECUTED in triplicate originals on \_\_\_\_\_.



JEFF R. BRANICK, COUNTY JUDGE

  
LESSEE

Attest:

  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **21143 ENGLIN ROAD**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **21143 ENGLIN ROAD, BEAUMONT, TX, 77705**, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **BRUCE & JACQUELINE BUNDICK**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Jacqueline Bundick  
Signature

July 27, 2016  
Date

Jacqueline Bundick  
Printed Name

21195 Englin Rd  
Address

409-828-1128  
Telephone Number



7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **7303 BACKRIDGE ROAD AND 11049 KENNER ROAD.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **7303 BACKRIDGE ROAD, BEAUMONT TX, 77705, AND 11049 KENNER ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **KENNETH WAYNE CHADWICK.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

K. W. Chadwick

Signature

7/26/2016

Date

KENNETH Wayne Chadwick

Printed Name

11017 KENNER Rd.

Address

(409) 718-7581

Telephone Number



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."



## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **19268 BIG HILL ROAD**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **19268 BIG HILL ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **PAUL RUSH CRAIGEN**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

---

Signature

---

Date

---

Printed Name

---

Address

---

Telephone Number

## LEASE AGREEMENT

<p><b>THE STATE OF TEXAS</b></p>  <p><b>COUNTY OF JEFFERSON</b></p>	<p>§</p> <p>§</p> <p>§</p>	<p><b>LANDON DELAGE</b></p>
---	----------------------------	-----------------------------

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Landon Delage**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following properties, in Jefferson County, Texas, hereinafter called the "Property":

1. **11456 Davidson Road, Beaumont TX, 77705, described as Lot 3 Block 14 Tract 1 0.726 Acres Orange Farms Abstract 048855**
2. **11477 Davidson Road, Beaumont TX, 77705, described as Tr 4 2 14 Orange Farms .666 Abstract 048855**

The Lease amount shall be **\$10.00 for five years** (\$5.00 per year, per property) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;

**DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Landon Delage, 11433 Davidson Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

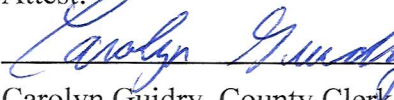
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

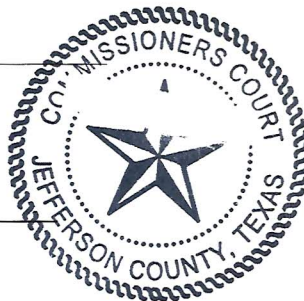
EXECUTED in triplicate originals on JULY 11, 2010.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk





# LEASE AGREEMENT

**THE STATE OF TEXAS**                         §           **GEORGE M. GREER**

  §

**COUNTY OF JEFFERSON**                  §

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “County,” and **George M. Greer**, hereinafter referred to as “Lessee.”

## Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. 11611 Sweetgum Lane, Beaumont TX, 77705, being described as 7 4 Country Road Estate Section 1 Abstract 014852

The Lease amount shall be **\$25.00 for five years** (\$5.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change

the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **George M. Greer, 11581 Sweetgum Lane, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2014.

  
JEFF R. BRANICK, COUNTY JUDGE

  
LESSEE

Attest:

  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11611 SWEETGUM LANE, BEAUMONT TX.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11611 SWEETGUM LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **GEORGE M. GREER.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

George M Greer  
Signature

8-22-16  
Date

George M Greer  
Printed Name

11581 Sweetgum  
Address

409 749 9681  
Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS	§	PHILLIP HALLMARK
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Phillip Hallmark**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following properties, in Jefferson County, Texas, hereinafter called the "Property":

1. 11025 Oak Lane, Beaumont TX, 77705, being described as Und ½ Int 9 3 Country Road Est Sect 3 Abstract 014861 Und Int In .500000 (\$5.00.00/year, \$25.00/5-years)
2. 11030 Country Lane Road, Beaumont TX, 77705, being described as Lot 10, 11, 12, & 13, Block 3, Country Road Estates Section 3 (\$5.00/year, \$25.00/5-years)
3. 11090 Country Lane Road, Beaumont TX, 77705, being described as 14 3 Country Road Est Sect 3 Abstract 014861 (\$5.00/year, \$25.00/5-years)
4. 11111 Oak Lane, Beaumont TX, 77705, being described as 6 7 3 Country Road Est Sect 3 Abstract 014861 (\$5.00/year, \$25.00/5-years)
5. 18233 Big Hill Road, Winnie TX, 77655, being described as Pt Tract 26509 L Hamshire .48 Acres Abstract 300509, Pt Tract 26509 L Hamshire 10.00 Acres Abstract 300509 (\$5.00/year, \$25.00/5-years)
6. 18235 Big Hill Road, Beaumont TX, 77705, being described as Part Tract 24509 L Hamshire 1.000 Section 198-B Abstract 300509 & Part Tract 24 509 L Hamshire 10.110 Sec 198-B Abstract 300509 (\$5.00/year, \$25.00/5-years)

The Lease amount shall be **\$150.00 for five years** (\$30.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may



refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.

4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.



## TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

## RESPONSIBILITY FOR EXPENSES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

## DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

## NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Phillip Hallmark, 11254 Kenner Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

## SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

## MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on August 8, 2014.

*Jeff R. Branick* PRO TEM  
JEFF R. BRANICK, COUNTY JUDGE

*[Signature]*  
LESSEE

Attest:

*Carolyn L. Guidry*  
Carolyn Guidry, County Clerk



## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **11025 OAK LANE, BEAUMONT TX, 77705, 11030 COUNTRY LANE ROAD, BEAUMONT TX, 77705, 11090 COUNTRY LANE ROAD, BEAUMONT TX, 77705, 18233 BIG HILL ROAD, WINNIE TX, 77655, AND 18235 HWY 73, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11025 OAK LANE, BEAUMONT TX, 77705, 11030 COUNTRY LANE ROAD, BEAUMONT TX, 77705, 11090 COUNTRY LANE ROAD, BEAUMONT TX, 77705, 18233 BIG HILL ROAD, WINNIE TX, 77655, AND 18235 HWY 73, BEAUMONT TX, 77705.** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **PHILLIP HALLMARK.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Signature

Date

Printed Name

Address

Telephone Number



## LEASE AGREEMENT

THE STATE OF TEXAS	§	PHILLIP & LYDIA HALLMARK
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Phillip & Lydia Hallmark**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following properties, in Jefferson County, Texas, hereinafter called the "Property":

1. **7818 FM 365, Beaumont TX, 77705, being described as Tract 3 .803 Acres 15 Orange Farms Abstract 048855 (\$21.00/year, \$105.00/5-years)**
2. **11248 Kenner Road, Beaumont TX, 77705, being described as Lot 18 Hillebrandt Heights Unrec. Sec 3 Abstract 029300 (\$103.00/year, \$515.00/5-years)**
3. **11465 Sweetgum Lane, Beaumont TX, 77705, being described as 14 4 Country Road Est Sect 1 Abstract 014852 (\$12.00/year, \$60.00/5-years)**
4. **11501 Sweetgum Lane, Beaumont TX, 77705, being described as 13 4 Country Road Est Sect 1 Abstract 014852 (\$12.00/year, \$60.00/5-years)**
5. **11519 Sweetgum Lane, Beaumont TX, 77705, being described as Lot 12 Block 4 Tract 10 0.666 Acres Orange Farms Abstract .48855 (\$12.00/year, \$60.00/5-years)**

The Lease amount shall be **\$800.00 for five years** (\$160.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;

6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.



**DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Phillip & Lydia Hallmark, 11254 Kenner Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

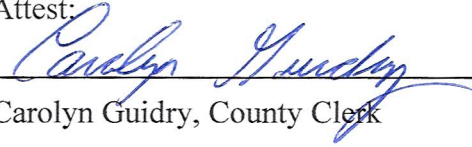
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2014.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **7818 FM 365, BEAUMONT TX, 77705, 11248 KENNER ROAD, BEAUMONT TX, 77705, 11465 SWEETGUM LANE, BEAUMONT TX, 77705, 11501 SWEETGUM LANE, BEAUMONT TX, 77705, AND 11519 SWEETGUM LANE, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **7818 FM 365, BEAUMONT TX, 77705, 11248 KENNER ROAD, BEAUMONT TX, 77705, 11465 SWEETGUM LANE, BEAUMONT TX, 77705, 11501 SWEETGUM LANE, BEAUMONT TX, 77705, AND 11519 SWEETGUM LANE, BEAUMONT TX, 77705.** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **PHILLIP & LYDIA HALLMARK.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Signature

Date

Printed Name

Address

Telephone Number

## LEASE AGREEMENT

<b>THE STATE OF TEXAS</b>          <b>COUNTY OF JEFFERSON</b>	§ § §	<b>DAVID &amp; MEREDITH HATCHER</b>
---	-------------	-------------------------------------

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **David & Meredith Hatcher**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

- 1. 11604 Davidson Road, Beaumont TX, 77705 being described as 7 14 Tr 1 8 14 Tr 1 & Tr 11 Orange Farms 1.536 Loc Off of Kenner Road**

The Lease amount shall be **\$60.00 for five years** (\$12.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."



Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **David & Meredith Hatcher, 11584 Davidson Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

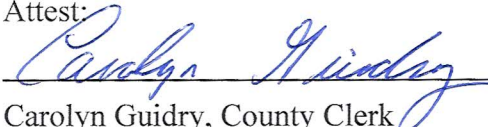
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

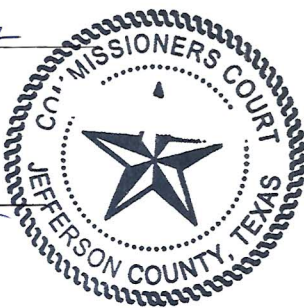
EXECUTED in triplicate originals on JULY 11, 2014.

  
JEFF R. BRANICK, COUNTY JUDGE

  
LESSEE

Attest:

  
Carolyn Guidry, County Clerk



## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11604 DAVIDSON ROAD, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11604 DAVIDSON ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **DAVID & MEREDITH HATCHER.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Meredith Hatcher

Signature

7/26/16

Date

Meredith Hatcher

Printed Name

11584 Davidson Rd  
Beaumont, TX 77705

Address

409-651-6280

Telephone Number





Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **LaBelle Properties, Ltd., PO Box 3111, Beaumont TX, 77704.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

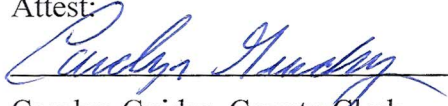
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on 11/20/2014.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk



## LEASE AGREEMENT

THE STATE OF TEXAS	§	JOHN LEBLANC
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **John LeBlanc**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **11217 Kenner Road, Beaumont, TX 77705, being described as Hillebrandt 1 Heights Unrec 2.80 Abstract 029300**

The Lease amount shall be **\$100.00 for five years** (\$20.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change

the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."



Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **John LeBlanc, 11249 Kenner Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

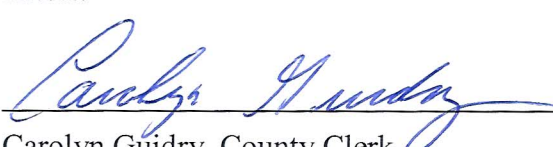
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 25, 2014

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk



## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11217 KENNER ROAD, BEAUMONT, TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THE PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **11217 KENNER ROAD, BEAUMONT, TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JOHN LEBLANC.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

John M Blane  
Signature

8-1-16  
Date

John L Blane  
Printed Name

11249 Kenner Rd.  
Address

409-767-1625  
Telephone Number



## LEASE AGREEMENT

<b>THE STATE OF TEXAS</b>          <b>COUNTY OF JEFFERSON</b>	§ § §	<b>OSCAR &amp; AMBER OLVERA</b>
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THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Oscar & Amber Olvera**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following properties, in Jefferson County, Texas, hereinafter called the "Property":

1. **11309 Kenner Road, Beaumont TX, 77705, being described as Tracts 4 & 6 Lot 1 Block 14 Orange Farms 1.38 Abstract .48855 (\$12.00/year, \$60.00/5-years)**
2. **11329 Kenner Road, Beaumont TX, 77705, being described as Tr 2 1 14 Orange Farms Abstract 048855 (\$12.00/year, \$60.00/5-years)**

The Lease amount shall be **\$120.00 for five years** (\$24.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;



8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Oscar & Amber Olvera, 11589 Davidson Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

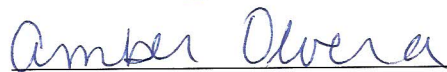
Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

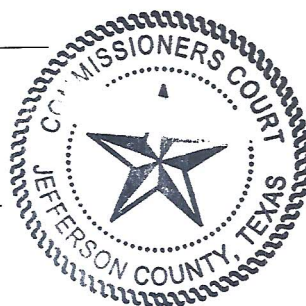
EXECUTED in triplicate originals on JULY 11, 2014.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **11309 KENNER ROAD, BEAUMONT TX, 77705, AND 11329 KENNER ROAD, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11309 KENNER ROAD, BEAUMONT TX, 77705, AND 11329 KENNER ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **OSCAR & AMBER OLVERA.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Amber Olvera

Signature

7-25-16

Date

Amber Olvera

Printed Name

115 89 Davidson Rd

Address

409-781-1255

Telephone Number



## LEASE AGREEMENT

THE STATE OF TEXAS	§	PEGGY MCCLENDON
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Peggy McClendon**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **476 Bass Road, Beaumont, TX 77705**, being described as **Tr 3 Hillebrandt 28 Heights Unrec .68 Abstract 029300**.
2. **492 Bass Road, Beaumont, TX 77705**, being described as **28 Tr 2 & Hillebrandt Heights Unrec .414 Abstract 029300**.
3. **11034 Kenner Road, Beaumont, TX 77705**, being described as **20 Hillebrandt 21 Heights Unrec 1.061 Abstract 029300**.

The Lease amount shall be **\$75.00 for five years** (\$15.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

4. Permanently alter the Property without securing the prior written approval of the County;
5. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
6. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
7. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
8. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
9. Permit any camping or commercial use of the Property without first obtaining written consent from the County;

10. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
11. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.



**DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Peggy McClendon, 570 Bass Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

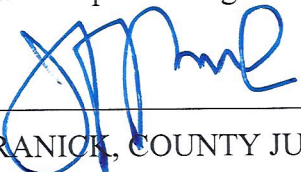
**SUCCESSORS AND ASSIGNS**

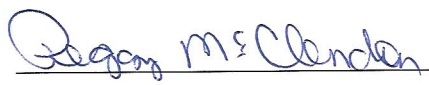
Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

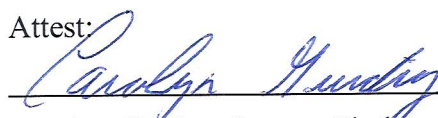
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on August 1, 2010.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTIES LOCATED AT **476 BASS ROAD, BEAUMONT TX, 77705, 492 BASS ROAD, BEAUMONT TX, 77705, AND 11034 KENNER ROAD, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THESE PROPERTIES OF JEFFERSON COUNTY WHICH ARE LOCATED AT **476 BASS ROAD, BEAUMONT TX, 77705, 492 BASS ROAD, BEAUMONT TX, 77705, AND 11034 KENNER ROAD, BEAUMONT TX, 77705.**

UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **PEGGY MCCLENDON.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Peggy McClendon

Signature

8-11-2016

Date

Peggy McClendon

Printed Name

570 Bass Road Bmt Tx 77705

Address

409-749-4832

Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS	§	JOHN McNEIL
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **John McNeil**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

- 1. 1989 Hillebrandt Acres, Beaumont TX, 77705, being described as Hillebrandt Acres Lots 4 5 and 6 Block 1 Abstract 029250**

The Lease amount shall be **\$180.00 for five years** (\$36.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."



**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **John McNeil, 2001 Hillebrandt Acres Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

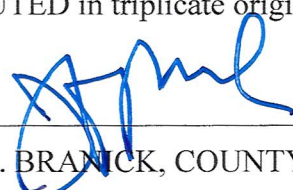
#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

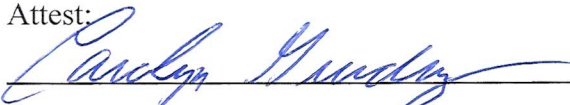
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2010.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk



## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **1989 HILLEBRANDT ACRES, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **1989 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JOHN McNEIL.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

## LEASE AGREEMENT

<p><b>THE STATE OF TEXAS</b></p>  <p><b>COUNTY OF JEFFERSON</b></p>	<p>§</p> <p>§</p> <p>§</p>	<p><b>CARLA MASON</b></p>
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THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Carla Mason**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **11422 ~~Davidson~~ <sup>Country Lane</sup> Road, Beaumont TX, 77705, being described as Lot 4 Block 1 Lot 5 Block 1 Tract 1 Country Road Estate Section 1 Abstract 014852**

The Lease amount shall be **\$30.00 for five years** (\$6.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Carla Mason, 11480 Country Lane Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

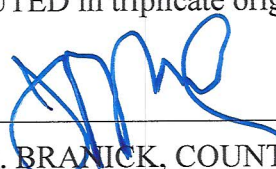
#### SUCCESSORS AND ASSIGNS

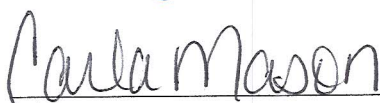
Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION


This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

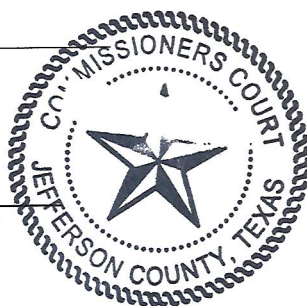
EXECUTED in triplicate originals on JULY 11, 2010.

  
JEFF R. BRANICK, COUNTY JUDGE

  
LESSEE

Attest:

  
Carolyn Guidry, County Clerk



## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11422 COUNTRY LANE ROAD, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11422 COUNTRY LANE ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **CARLA MASON.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Carla Mason

Signature

Carla Mason

Printed Name

11480 Country Lane Bmt 77705

Address

409796 2004

Telephone Number

9/12/16

Date



## LEASE AGREEMENT

THE STATE OF TEXAS	§	LYNN PRESCOTT
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Lynn Prescott**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **1551 Hillebrandt Acres, Beaumont TX, 77705, being described as Lot 21 Block 1 Abstract 029250 Hillebrandt Acres**

The Lease amount shall be **\$600.00 for five years** (\$120.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change

the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Lynn Prescott, 1537 Hillebrandt Acres, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

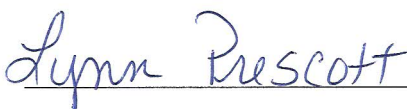
Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION


This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

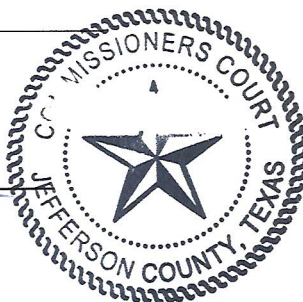
EXECUTED in triplicate originals on JULY 11, 2014.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **1551 HILLEBRANDT ACRES, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **1551 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **LYNN PRESCOTT.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Lynn Prescott

Signature

LYNN PRESCOTT

Printed Name

1537 Hillebrandt

Address

832 3381061

Telephone Number

7.26.2016

Date

## LEASE AGREEMENT

THE STATE OF TEXAS	§	RAYMOND M. & CAROL R. PRINGLE
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Raymond M. & Carol R. Pringle**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **390 Lene Lane, Beaumont TX, 77705, being described as Lot 1 Block 2 Tract 12 .872 Acres Lot 2 Block 2 Tract 13 .970 Acres and Lot 3 Block 2 Tract 11 .485 Orange Farms 2.327 AC**

The Lease amount shall be **\$5.00 for five years** (\$1.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."



**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Raymond M. & Carol R. Pringle, 416 Lene Lane, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION


This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2014.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk



## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **390 LENE LANE, BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **390 LENE LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **RAYMOND M. & CAROL R. PRINGLE**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Raymond M Pringle  
Signature

7-22-16  
Date

RAYMOND M PRINGLE  
Printed Name

416 LENE LN  
Address

409-796-1943  
Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS	§	ANDREW J. PRITCHARD
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Andrew J. Pritchard**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **11541 Sweetgum Lane, Beaumont TX, 77705, being described as 11 4 Country Road Est Sect 1 Abstract 014852**

The Lease amount shall be **\$60.00 for five years** (\$12.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Andrew J. Pritchard, 11555 Sweetgum Lane, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION


This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2016.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

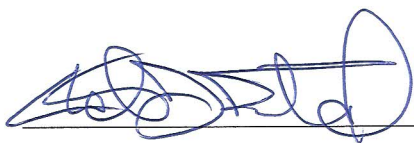


## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11541 SWEETGUM LANE, BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11541 SWEETGUM LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **ANDREW J. PRITCHARD**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature

ANDREW J. PRITCHARD

Printed Name

11555 SWEETGUM LN. BMT, TX 77705

Address

409-293-9602

Telephone Number

7-25-16

Date




## LEASE AGREEMENT

THE STATE OF TEXAS	§	CURTIS RANDALL
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Curtis Randall**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property": 

1. **2065 Hillebrandt Acres, Beaumont TX, 77705 being described as Lots 1 & 2 Block 1 Hillebrandt Acres Abstract 029250**

The Lease amount shall be **\$180.00 for five years** (\$36.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change

the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Curtis Randall, 2129 Hillebrandt Acres, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2010.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Gaudry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **2065 HILLEBRANDT ACRES, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **2065 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **CURTIS RANDALL.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

  
Signature

2/26/2014  
Date

Curtis Randall  
Printed Name

2129 Hillebrandt Acres  
Address

NA  
Telephone Number

## LEASE AGREEMENT

<p><b>THE STATE OF TEXAS</b></p> <p><b>COUNTY OF JEFFERSON</b></p>	<p>§</p> <p>§</p> <p>§</p>	<p><b>GRADY A. TAYLOR</b></p>
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THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Grady A. Taylor**, hereinafter referred to as "Lessee."

### **Rights Granted**

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **7522 Hillebrandt Road, Beaumont TX, 77705, being described as Oak Park Acres Lot 25-A Block 2.50 Acres M Grange Abstract 26 Tract 55 Abstract 047750**

The Lease amount shall be **\$300.00 for five years** (\$60.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."



**Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.**

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Grady A. Taylor, 7538 Hillebrandt Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION


This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

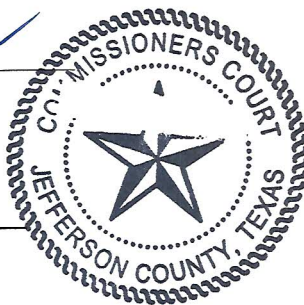
EXECUTED in triplicate originals on JULY 11, 2014.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

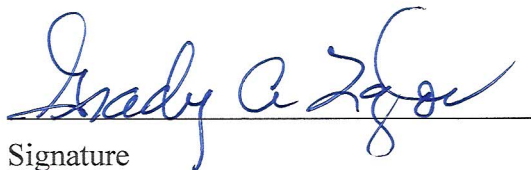


## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **7522 HILLEBRANDT ROAD BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **7522 HILLEBRANDT ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **GRADY A. TAYLOR**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature

7-27-14

Date

Grady A Taylor

Printed Name

7538 Hillebrandt Rd

Address

409-673-4881

Telephone Number



## LEASE AGREEMENT

THE STATE OF TEXAS	§	JASON & JENNIFER VANDIVER
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Jason & Jennifer Vandiver**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **11471 Country Lane Road, Beaumont TX, 77705 being described as 1 4 Country Road Est Sect 1 Abstract 014852**

The Lease amount shall be **\$300.00 for five years** (\$60.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Jason & Jennifer Vandiver, 11521 Country Lane Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

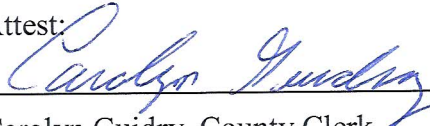
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2014.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11471 COUNTRY LANE ROAD, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11471 COUNTRY LANE ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JASON & JENNIFER VANDIVER.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature

Jason Vandiver

Printed Name

11521 Country Ln

Address

409-300-9918

Telephone Number

7-27-16

Date



## LEASE AGREEMENT

THE STATE OF TEXAS

§      RONNIE WALSTON

§

COUNTY OF JEFFERSON

§

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Ronnie Walston**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following properties, in Jefferson County, Texas, hereinafter called the "Property":

1. **453 Hillebrandt Acres, Beaumont TX, 77705, being described as Hillebrandt Acres L16 B6 .480 AC Abstract .29250 (\$36.00/year, \$180.00/5-years)**
2. **477 Hillebrandt Acres, Beaumont TX, 77705, being described as Hillebrandt Acres E15' Lot 14 Block 6 Lot 15 B6 .508 Acres Abstract 029250 (\$24.00/year, \$120.00/5-years)**

The Lease amount shall be **\$300.00 for five years** (<sup>600.00 up</sup>~~\$50.00/year~~) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;

8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."



Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

**NOTICES**

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Ronnie Walston, 7696 Hillebrandt Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

**SUCCESSORS AND ASSIGNS**

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

**MODIFICATION AND INTERPRETATION**

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2010.

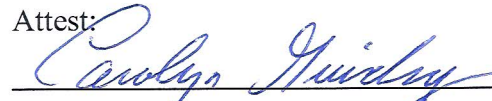


JEFF R. BRANICK, COUNTY JUDGE



LESSEE

Attest:



Carolyn Guidry, County Clerk





## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **453 HILLEBRANDT ACRES, BEAUMONT TX, 77705 AND 477 HILLEBRANDT ACRES, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **453 HILLEBRANDT ACRES, BEAUMONT TX, 77705 AND 477 HILLEBRANDT ACRES, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **RONNIE WALSTON.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature

7/28/16

Date

Printed Name

Address

Telephone Number

## LEASE AGREEMENT

THE STATE OF TEXAS	§	DANIEL R. WARD
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the “County,” and **Daniel R. Ward**, hereinafter referred to as “Lessee.”

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the “Property”:

1. **11600 Sweetgum Lane, Beaumont TX, 77705, being described as Lots 11 & 12 Block 5 Country Road Est Section 1 Abstract 014852**

The Lease amount shall be **\$25.00 for five years** (\$5.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."



Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Daniel R. Ward, 11435 Country Lane Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION


This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2010.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

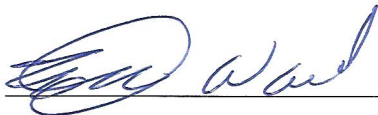


## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **11600 SWEETGUM LANE, BEAUMONT TX, 77705.**

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **11600 SWEETGUM LANE, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **DANIEL R. WARD.**

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.



Signature

Dan Ward

9/12/16

Date

Printed Name

11435 County Ln Bmt TX 77705

Address

713 962-9227

Telephone Number



## LEASE AGREEMENT

THE STATE OF TEXAS	§	JAMES WYBLE
	§	
COUNTY OF JEFFERSON	§	

THIS AGREEMENT is made and entered into by and between **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **James Wyble**, hereinafter referred to as "Lessee."

### Rights Granted

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the following property, in Jefferson County, Texas, hereinafter called the "Property":

1. **520 Bass Road, Beaumont TX, 77705, being described as Tr 1 Hillebrandt 29 Heights Unrec .414 Abstract 029300**

The Lease amount shall be **\$240.00 for five years** (\$48.00/year) payable at the start of the five year lease. Lessee shall have the right to use the Property. Lessee **SHALL NOT**:

1. Permanently alter the Property without securing the prior written approval of the County;
2. Conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
3. Perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
4. Construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
5. Allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
6. Permit any camping or commercial use of the Property without first obtaining written consent from the County;
7. Place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
8. Cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change



the contour or condition of the Property, except with the prior written consent of the County;

**THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.**

Lessee's use of the Property for the purposes herein stated is non-exclusive.

#### **CONSIDERATION FOR USE**

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

#### **COUNTY'S RIGHTS PARAMOUNT**

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

#### **COMPLIANCE AND STANDARDS**

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

#### **TERM**

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

#### **RESPONSIBILITY FOR EXPENSES**

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property.

#### **DISCLAIMER OF WARRANTY**

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS."

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

#### NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **James Wyble, 554 Bass Road, Beaumont TX, 77705.**

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: **County Judge, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701.**

#### SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

#### MODIFICATION AND INTERPRETATION

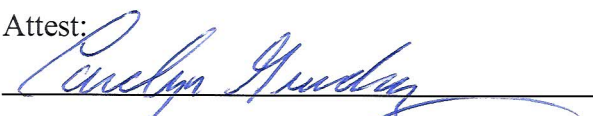
This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on JULY 11, 2014.

  
\_\_\_\_\_  
JEFF R. BRANICK, COUNTY JUDGE

  
\_\_\_\_\_  
LESSEE

Attest:

  
\_\_\_\_\_  
Carolyn Guidry, County Clerk

## RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT **520 BASS ROAD, BEAUMONT TX, 77705**.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH ARE LOCATED AT **520 BASS ROAD, BEAUMONT TX, 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **JAMES WYBLE**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

James B Wyble  
Signature

8/2/14  
Date

James Wyble  
Printed Name

554 Bass Rd Beaumont, Tx 77705  
Address

409-527-1814  
Telephone Number





**Special, January 30, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, January 30, 2017